

RESOLUTION NO. 2019- 30

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR, TO EXECUTE TWO AGREEMENTS FOR DONATION OF RIGHT-OF-WAY AND STORMWATER SITES FOR THE FUTURE COUNTY ROAD 2209.

RECITALS

WHEREAS, Robinson Improvement Company, has agreed to donate to the County a minimum of 250 foot wide right-of-way corridor of approximately 7.4 miles, along with corresponding and necessary adjacent Stormwater Sites, for a proposed County Road 2209 from County Road 208 to County Road 305 in Central St. Johns County, substantially in the form attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, West Saint Augustine Land and Timber, LLC., has agreed to donate a minimum of approximately 135 acres of land in the Agreement for Donation of Right-of-Way and Stormwater Sites, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, for a proposed 250 foot right-of-way corridor along with corresponding and necessary adjacent Stormwater Sites, for a proposed County Road 2209 from County Road 208 to County Road 305 in Central St. Johns County; and

WHEREAS, County Road 2209 is proposed to be a new north/south roadway (ultimately a six lane facility) providing necessary mobility and connections, connecting Race Track Road to County 204. Portion of this corridor has been constructed from Race Track Road to County 210 which has a connection to State Road 9B. Subsequent portions of County Road 2209 south of County Road 210 will have an interchange connection to the First Coast Expressway. In addition, County Road 2209 will also provide a reliever to the already congested I-95 as a parallel corridor; and

WHEREAS, Final alignment of the Right-of-Way Alignment and associated Stormwater Sites may need to be modified by mutual agreement of Parties to avoid to the greatest extent possible wetland impacts and avoid an inadequate Right-of-Way Alignment for the purposes of construction of County Road 2209; and

WHEREAS, a portion of the property owned by Robinson Improvement Company was sold south of CR214 and a Memorandum of Agreement to Dedicate Road, attached hereto as Exhibit "C," incorporated by reference and made a part hereof, for County Road 2209 was recorded in Official Records Book 4658, page 477, of the Public Records of St. Johns County, Florida; and

WHEREAS, it is in the public interest for the County to accept the donation of the Property.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners 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. The Board of County Commissioners hereby approves the terms of the Agreements and authorizes the Chair, to execute the Agreements for Donation of Right-of-Way and Stormwater Sites, substantially in the form thereof, for the future County Road 2209 and take all steps necessary to move forward in acquiring the properties.

Section 3. To the extent that there are typographical 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.

Section 4. The Clerk is instructed to record the two original Agreements for Donation of Right-of-Way and Stormwater Sites in the Public Records of St. Johns County, Florida and file the Memorandum of Agreement to Dedicate Road in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of January, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 1/17/19

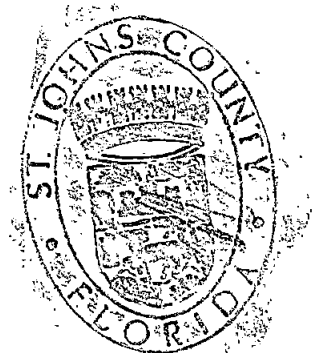


EXHIBIT "A" TO RESOLUTION

Prepared by:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32246

**AGREEMENT FOR DONATION OF RIGHT-OF-WAY AND
STORMWATER SITES**

THIS AGREEMENT FOR DONATION OF RIGHT-OF-WAY AND STORMWATER SITES ("Agreement"), made this ____ day of _____, 2018, by and between **ROBINSON IMPROVEMENT COMPANY**, a Florida Corporation (hereinafter referred to as the "Owners") whose address is 4417 Beach Boulevard, Suite 200, Jacksonville, FL 32207, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, the purpose of this Agreement is for Owners to donate to County a minimum 250 foot wide right-of-way corridor of approximately 7.4 miles, along with corresponding and necessary adjacent Stormwater Sites, for a proposed County Road 2209 from County Road 208 to County Road 305 in Central St. Johns County; and

WHEREAS, the Owners own certain property located in St. Johns County being more particularly described and depicted on attached Exhibit "A", incorporated by reference and made a part hereof, (hereinafter referred to as the "Right-of-Way Alignment") ; and

WHEREAS, County Road 2209 is proposed to be a new north/south roadway (ultimately a six lane facility) providing necessary mobility and connections, connecting Race Track Road to County Road 204. Portion of this corridor has been constructed from Race Track Road to County Road 210 which has a connection to State Road 9B. Subsequent portions of County Road 2209 south of County Road 210 will have an interchange connection to the First Coast Expressway. In addition, County Road 2209 will also provide a reliever to the already congested I-95 as a parallel corridor;

WHEREAS, the Owners have offered to donate the Right-of-Way Alignment, along with the corresponding and necessary adjacent Stormwater Sites, to the County free of charge without expectation of consideration or credits, and free and clear of all encumbrances, except that certain lease Agreement between Owner and Hudson Pulp and Paper dated February 19, 1971, as last assigned to Weyerhaeuser Corporation, which lease expires in February 19, 2026 ("hereinafter "Lease"), attached to this Agreement as Exhibit "B"; and

WHEREAS, the parties acknowledge that the Lease will expire on the Right-of-Way Alignment and on the adjacent Stormwater Sites and will not be renewed by either party; and

WHEREAS, The Parties acknowledge that the conveyance of the Right-of-Way Alignment as generally shown and depicted on Exhibit A and the conveyance of the corresponding and necessary Stormwater Sites reasonably constitutes a donation for public use and allows the County to construct County Road 2209; and

WHEREAS, final alignment of the Right-of-Way Alignment and associated Stormwater Sites may need to be modified by mutual agreement of Parties to avoid to the greatest extent possible wetland impacts and avoid an inadequate Right-of-Way Alignment for the purposes of construction of County Road 2209; and

WHEREAS, this Agreement is contingent upon the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson; and

WHEREAS, it is in the public interest for the County to accept the donation of the Property.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Owners and the County agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated into this Agreement.

2. Legally Binding Commitment; Waiver of Impact Fee Credits. This Agreement constitutes a legally binding commitment by Owners to provide and donate the Right-of-Way Alignment and Stormwater Sites free of charge with no liens or encumbrances, except that certain Lease Agreement between Owner and Hudson Pulp and Paper dated February 19, 1971, as last assigned to Weyerhaeuser Corporation, which expires in February 19, 2026, attached as Exhibit "B," and without expectation of consideration, impact fee credits, or payment for transportation mitigation improvements. Owners waive any impact fee credits or any other credit towards transportation mitigation associated with the conveyance of the Right-of-Way Alignment and Stormwater sites.

3. Appropriation to Public Use. This Agreement constitutes a donation for public use and does not constitute a taking for public use under the right of eminent domain.

4. Right-of-Way Alignment. Parties acknowledge that the Property depicted on Exhibit A depicts the 250 foot wide Right-of-Way corridor for County Road 2209 and is subject to reasonable reconfiguration or relocation per Section 5 contained herein.

5. Drainage and Detention. Parties acknowledge that the Property depicted on Exhibit A depicts the 250 foot wide Right-of-Way corridor for County Road 2209 and does not depict Stormwater Sites necessary to allow drainage, retention and outfall. Owners shall also convey to the County additional Stormwater Sites for drainage allowing outfall from the Right-of-Way in

locations to be determined and agreed upon by the Parties. The Stormwater Sites shall be appropriate for retention of a six (6) lane facility from County Road 208 to County Road 305 and shall be adjacent to the Right-of-Way Alignment.

6. Reasonable Right of Reconfiguration or Relocation. Parties acknowledge that the proposed Right-of-Way Alignment depicted on Exhibit A is for planning purposes and may not reflect the final corridor conveyed to the County. If the Right-of-Way Alignment renders the Right-of-Way Alignment inadequate in the sole, reasonable discretion of the County, whether due to impaired access or impact to the Right-of-Way, or to the utility or functionality of the Right-of-Way, the parties shall cooperate to reconfigure or relocate the Right-of-Way corridor. County shall notify owner of the County's decision that the Right-of-Way corridor is inadequate as soon as practicable, to maximize the opportunity to reconfigure or move. Time is of the essence in this subparagraph, to minimize the Parties' inconvenience as a result of changes to configurations or locations.

7. Obligation for Legal, Survey, and Engineering costs. Owners shall not be responsible for any legal, survey, or engineering work associated with donation of the Right-of-Way Alignment or the Stormwater Sites.

8. Timing of Conveyances.

a. Right-of-Way Alignment. Upon written request of the County, the Right-of-Way Alignment depicted on Exhibit A, as may be reconfigured or relocated, shall be conveyed to St. Johns County within one hundred eighty (180) days of receipt.

b. Stormwater Sites. Upon written request of the County, Stormwater Sites sufficient to allow outfall from the Right-of-Way Alignment shall be conveyed to St. Johns County within one hundred eighty (180) days of receipt.

c. Time of the Essence. Time is of the essence for the terms of this Agreement.

9. Terms of Conveyances. The Right-of-Way Corridor and Stormwater Sites shall all be conveyed to the County free of charge without expectation of consideration or credits, free and clear of all liens and encumbrances. County shall pay for the closing costs and the taxes will be prorated at the time of closing.

10. Effective Date. This Agreement shall become effective upon: i) the latter execution by both of the Parties; and, ii) the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson ("Effective Date").

11. Recording and Covenant Running with Title. This Agreement shall be recorded in the public records of St. Johns County. The obligation to make the conveyances described in this Agreement constitutes a covenant running with title to Land. Once the Right-of-Way Alignment and Stormwater Sites are conveyed, the County shall provide recordable satisfaction that meet the criteria for release set forth in this Section 10 at the request of the Owners. The Parties agree to cooperate in good faith to issue and secure the Releases and Satisfactions in a timely manner.

12. Integration. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Owners and the County.

13. Venue and Controlling Law. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the Jurisdiction of the State Court of the Seventh Judicial Circuit of St. Johns County, Florida, and shall be governed by the laws of the State of Florida.

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

15. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as reasonably be requested of them in order to carry out this Agreement.

16. Counterparts. This Agreement may be executed in two (2) counterparts, each of which may be deemed to be the original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all parties of this Agreement. Facsimile copies shall be deemed originals.

17. Enforcement. Each party to this Agreement shall have all remedies available at law or in equity, including specific performance for conveyance of the Right-of-Way Alignment and Stormwater Sites. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provisions will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose and intent of the Agreement.

18. Notices. Notices or correspondence related to the agreement shall be sent to the following:

For Owners:

Robinson Improvement Company
C/O Garrett, Michael W.
Garrett, Wood & CPA., PA
4417 Beach Blvd. Suite 200
Jacksonville, Florida 32207

For County:

St. Johns County
County Administration
500 San Sebastian View
St. Augustine, Florida 32084

With Copy to:

St. Johns County

Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written above.

Signed, witnessed, executed and acknowledged on this _____ day of _____

Signed, Sealed and Delivered
in the presence of:

St. Johns County, Florida, a
political subdivision of the State of Florida,
by its Board of County
Commissioners

Print Name _____

Paul M. Waldron, Chair

Print Name _____

Legally Sufficient _____

Attest:

By: _____
Hunter S. Conrad
Clerk of Court

**Signed and Sealed in Our
Presence as Witnesses:**

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

Owner:

Robinson Improvement Company
By:
Its:

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Exhibit "A" TO
AGREEMENT FOR DONATION OF RIGHT OF WAY AND STORMWATER SITES

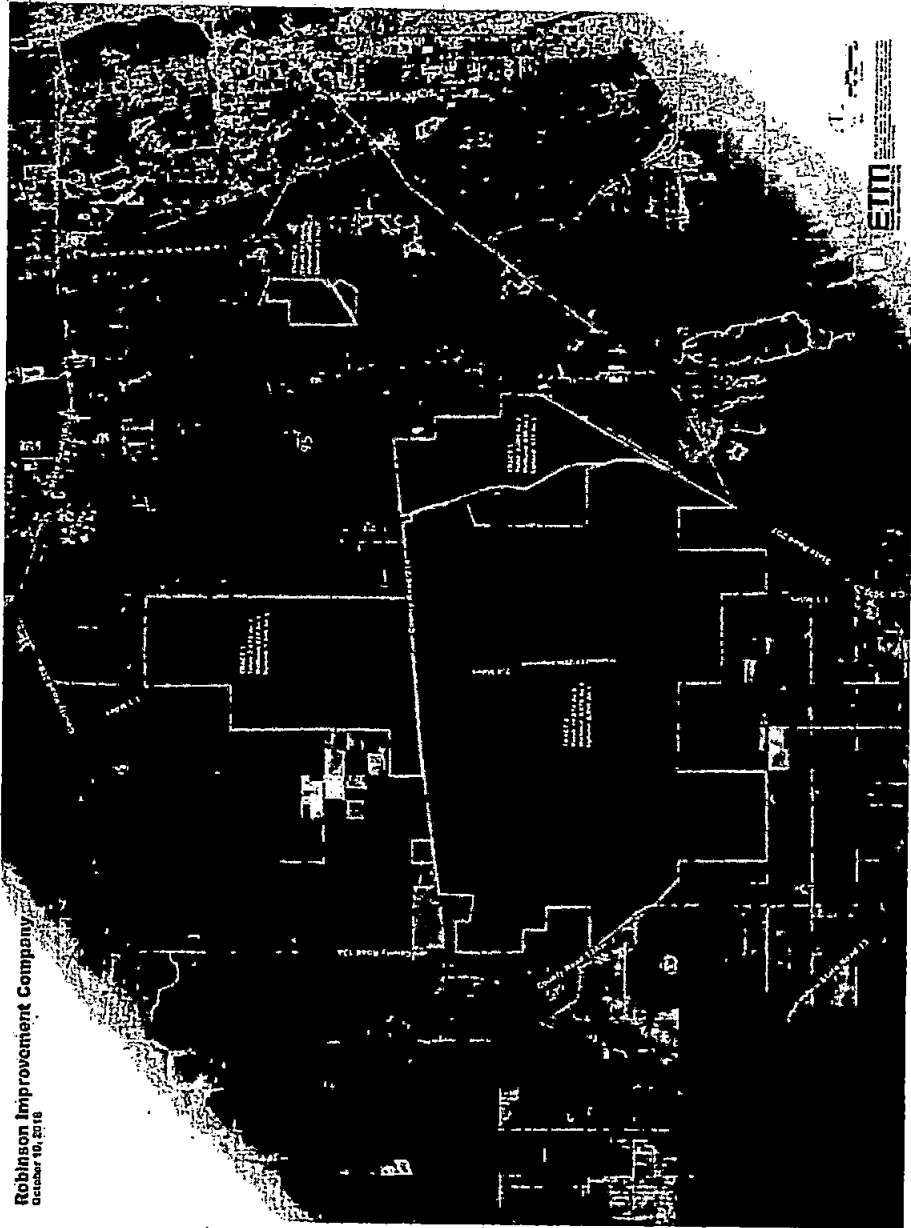


EXHIBIT "A" CONTINUED TO
 AGREEMENT FOR DONATION OF RIGHT OF WAY AND STORMWATER SITES

Lands owned by Robinson Improvement
 Company in SE, Johns County, Fla.

SCHEDULE "A"

<u>DESCRIPTION.</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>ACRES.</u>
E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$	22	7 S.	29 E.	120
NW $\frac{1}{4}$ EXCEPT 2.5 acres RW of FEC RY & RW of Rd. No. S214 shown in DB246/185 & 1 ac. shown in DB261/14	27	7 S.	29	156.50
All W 3/4 lying S of Tocol Road No. S214 EXCEPT part in RW of Rd. No. 1-95 shown in ORB/65 PG 460 DB/198 PG 560	29	7 S.	29 E.	30
All EXCEPT Lots sold in West 8 $\frac{1}{2}$, Augustine Subd. RW of Tocol Rd. No. S214 shown in DB246/185	31	7 S.	29 E.	660
Lots 2, 3, all Lot 4 EXCEPT RW of Tocol Rd. No. S214 shown in DB246/185, Lots 5, 6, 7 & 8 $\frac{1}{2}$	32	7 S.	29 E.	639
Lot 8	32	7 S.	29 E.	40
All W $\frac{1}{2}$ of SW $\frac{1}{4}$ lying W of Rd. 1-95 OR 129/10	33	7 S.	29 E.	62.91
Broadwell Sub, L25, 26 EXCEPT W 6 ft. in Rd. RW	45	7 S.	29 E.	.50
All	13	7 S.	28 E.	628
E $\frac{1}{2}$	23	7 S.	28 E.	320
All	24	7 S.	28 E.	640
All EXCEPT RW of Rd. No. S214 shown in DBK 246, PG 185	25	7 S.	28 E.	637
E $\frac{1}{2}$ & S $\frac{1}{2}$ of SW $\frac{1}{4}$	26	7 S.	28 E.	400
S $\frac{1}{2}$ & all NE $\frac{1}{4}$ lying S of Tocol Rd. No. S214 EXCEPT 20.531 acres shown in DB 231/424	33	7 S.	28 E.	364.47
W $\frac{1}{2}$ of W $\frac{1}{2}$ & all E $\frac{1}{2}$ & E $\frac{1}{4}$ of W $\frac{1}{2}$ lying S of Tocol Rd. No. S214	34	7 S.	28 E.	839
All EXCEPT part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Rd. No. S214 & EXCEPT 6 acres in RW of Tocol Rd. #S214	35	7 S.	28 E.	615.40
Part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Tocol Rd. No. S214	35	7 S.	28 E.	6
All EXCEPT 7 acres in RW of Tocol Rd. No. S214	36	7 S.	28 E.	627.70
All W $\frac{1}{2}$ of W $\frac{1}{2}$ lying NW of FEC RY DB 197 PG 267	4	8 S.	29 E.	103
All EXCEPT RW of FEC RY Rd.	5	8 S.	29 E.	633.50
All	6	8 S.	29 E.	628
All	7	8 S.	29 E.	631
All lying NW of FEC RY	8	8 S.	29 E.	461
All SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying W of RW of FEC RY DB 166 PG 459	17	8 S.	29 E.	30

<u>DESCRIPTION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>AGRES</u>
All $\frac{1}{2}$ of NW $\frac{1}{4}$ lying NW of FBC RY	17	8 S.	29 E.	50
W $\frac{1}{2}$	18	8 S.	29 E.	313
All	1	8 S.	28 E.	640
All	2	8 S.	28 E.	640
All	3	8 S.	28 E.	653
All EXCEPT SW $\frac{1}{4}$ & SW $\frac{1}{4}$ of NW $\frac{1}{4}$	4	8 S.	28 E.	440
Lots 1, 2, 3, 7, 8, 9 & 12 & all Lots 4, 5, 6, & 10 lying E of RW of Rd. No. 513A	9	8 S.	28 E.	380
All	10	8 S.	28 E.	640
All	11	8 S.	28 E.	641
All	12	8 S.	28 E.	644
All	13	8 S.	28 E.	318
All EXCEPT RW of Rd.	15	8 S.	28 E.	635

14,966.98

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Exhibit "B" to
79 863 Agreement with Robinson/County REC: 400 MAR 5 1971

MEMORANDUM AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 19th day of February, 1971, by and between ROBINSON IMPROVEMENT COMPANY, a Florida corporation having a place of business in St. Augustine, Florida, hereinafter called "ROBINSON", which term shall include its successors and assigns, and HUDSON PULP & PAPER CORP., a Maine corporation having a place of business in Palatka, Florida, hereinafter called "HUDSON", which term shall include its successors and assigns,

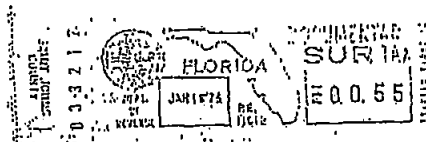
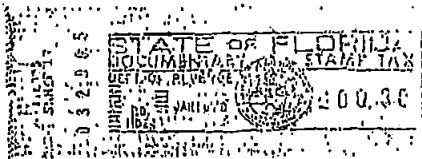
W I T N E S S E T H ;

WHEREAS, the parties hereto entered into an agreement dated February 19, 1971, containing in detail the provisions which are referred to in this memorandum, which said agreement provides that a memorandum thereof shall be entered into between the parties and placed of record as notice to everyone of the evidence of such an agreement, and

WHEREAS, this agreement is the memorandum of said agreement of February 19, 1971, by and between ROBINSON and HUDSON.

NOW, THEREFORE, in consideration of the premises and further in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by HUDSON to ROBINSON, the receipt whereof is hereby acknowledged, this memorandum is entered into between the parties hereto for the purpose of recording notice to everyone that ROBINSON:

(a) Has granted to HUDSON, its successors and assigns, the complete and unrestricted control of the lands in St. Johns County, Florida, described in Schedule "A" hereto attached and by specific reference made a part hereof, for and during fifty-five (55) years beginning February 20, 1971, and ending at midnight on February 19, 2026, under and subject to the terms, provisions and conditions set forth in said agreement dated February 19, 1971, and subject to the performance by the parties hereto of all of the



REF 400 MAR 562

covenants, terms and conditions set forth in said agreement to be kept, observed and performed by them respectively;

(b) Has granted to HUDSON, its successors and assigns, during the term of said agreement of February 19, 1971, certain rights with respect to all oil, gas and minerals produced on or from said lands described in Schedule "A" hereto attached, which are removed and severed therefrom, and a right to receive a certain part of the proceeds from the sale of such oil, gas and minerals or the rights pertaining thereto; and

(c) Has granted to HUDSON, its successors and assigns, subject to the terms, provisions, conditions, restrictions and limitations contained in said agreement of February 19, 1971, the right to purchase the lands described in Schedule "A" hereto attached, if ROBINSON shall decide to sell the same in whole or in part during the term of said agreement of February 19, 1971.

Reference is hereby made to said agreement of February 19, 1971, for a full and complete statement of the covenants, conditions, terms and provisions to be kept, observed and performed by the parties hereto and by such reference, all of the conditions, terms and provisions of said agreement in any way relating or applicable to the rights and privileges granted to HUDSON thereunder are intended to be and shall for all purposes be deemed to have been incorporated herein as fully as though herein set forth at length.

This agreement shall constitute full notice of all of the covenants, terms and conditions of said agreement of February 19, 1971, to everyone now or hereafter interested in said lands described in Schedule "A" hereto attached, by way of ownership, lien or otherwise.

Duplicate copies of said agreement dated February 19, 1971, are on file in the office of Hudson Pulp & Paper Corp., Woodlands Division, at Palatka, Florida, and The St. Augustine National Bank, for Robinson Improvement Company, at St. Augustine, Florida.

REF 400 568

The agreement between ROBINSON and HUDSON dated December 29, 1956, recorded in Deed Book 233, page 479 of the public records of St. Johns County, Florida, is superseded by the agreement of February 19, 1971, of which this is a memorandum, and said agreement of December 29, 1956, is hereby cancelled and declared to be of no further force or effect.

IN WITNESS WHEREOF, ROBINSON and HUDSON have caused these presents to be executed and their respective corporate seals to be hereunto affixed, by their respective duly authorized officers, the day and year first above written.

Signed, sealed and delivered in the presence of:

ROBINSON IMPROVEMENT COMPANY

James H. Robertson
Helen J. Brockman
As to Robinson

By: Margaret Dyer
Its President
Attest: James M. Dyer
Its Secretary
(CORPORATE SEAL)

HUDSON PULP & PAPER CORP.

Jacqueline Henderson
Jacqueline Henderson
As to Hudson

By: Jacqueline Henderson
Its
Attest: William W. Henderson
Its Secretary
(CORPORATE SEAL)

STATE OF VIRGINIA)
COUNTY OF GULFPEPER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARGARET LEWIS DYER and JAMES M. DYER, well known to me to be the President and Secretary respectively, of ROBINSON IMPROVEMENT COMPANY, which executed the foregoing instrument, and severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.


WITNESS my hand and official seal in the County and State last aforesaid this 3 day of February, A. D., 1971.

Deborah S. J...
NOTARY PUBLIC
My commission expires: 1/19/74

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ~~XXXXXXXXXXXX~~ RICHARD MAZER and ~~XXXXXXXXXXXX~~ JOHN H. MAASS, well known to me to be the Executive Vice President and Asst. Secretary respectively, of HUDSON PULP & PAPER CORP., which executed the foregoing instrument, and severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of ~~February~~, ~~1978~~ ^{December}, 1978.


NOTARY PUBLIC

My commission expires: 3-30-79

PHILIP D. MCCORMAN
Notary Public, State of New York
No. 101,000
Qualified in Westchester County
Commission Expires March 30, 1979



Lands owned by Robinson Improvement Company in SE, Johns County, Fla.

SCHEDULE 'A'

<u>DESCRIPTION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>ACRES</u>
E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$	22	7 S.	29 E.	120
NW $\frac{1}{4}$ EXCEPT 2.5 acres RW of FEC RY & RW of Rd. No. S214 shown in DB246/185 & 1 ac. shown in DB261/14	27	7 S.	29	156.50
All W 3/4 lying S of Tocol Road No. S214 EXCEPT part in RW of Rd. No. 1-95 shown in ORB765 PG 460 DB/198 PG 560	29	7 S.	29 E.	30
All EXCEPT Lots sold in West St, Augustine Subd. RW of Tocol Rd. No. S214 shown in DB246/185	21	7 S.	29 E.	660
Lots 2, 3, all Lot 4 EXCEPT RW of Tocol Rd. No. S214 shown in DB246/185; Lots 5, 6, 7 & 8 $\frac{1}{2}$	32	7 S.	29 E.	639
Lot 8	32	7 S.	29 E.	40
All W $\frac{1}{2}$ of SW $\frac{1}{4}$ lying N of Rd. 1-95 OR 129/10	33	7 S.	29 E.	62.91
Broadwell Sub. L25, 26 EXCEPT W 6 ft. in Rd. RW	45	7 S.	29 E.	.50
All	13	7 S.	28 E.	628
E $\frac{1}{2}$	23	7 S.	28 E.	320
All	24	7 S.	28 E.	640
All EXCEPT RW of Rd. No. S214 shown in D BK 246, PG 185	25	7 S.	28 E.	637
E $\frac{1}{2}$ & S $\frac{1}{2}$ of SW $\frac{1}{4}$	26	7 S.	28 E.	400
S $\frac{1}{2}$ & all NE $\frac{1}{4}$ lying S of Tocol Rd. No. S214 EXCEPT 20.531 acres shown in DB 231/424	33	7 S.	28 E.	364.47
W $\frac{1}{2}$ of W $\frac{1}{2}$ & all E $\frac{1}{2}$ & E $\frac{1}{2}$ of W $\frac{1}{2}$ lying S of Tocol Rd. No. S214	34	7 S.	28 E.	339
All EXCEPT part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Rd. No. S214 & EXCEPT 6 acres in RW of Tocol Rd. #S214	35	7 S.	28 E.	615.40
Part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Tocol Rd. No. S214	35	7 S.	28 E.	6
All EXCEPT 7 acres in RW of Tocol Rd. No. S214	36	7 S.	28 E.	627.70
All W $\frac{1}{2}$ of W $\frac{1}{2}$ lying NW of FEC RY DB 197 PG 267	4	8 S.	29 E.	103
All EXCEPT RW of FEC RY Rd.	5	8 S.	29 E.	633.50
All	6	8 S.	29 E.	628
All	7	8 S.	29 E.	631
All lying NW of FEC RY	8	8 S.	29 E.	461
All SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying W of RW of FEC RY DB 166 PG 459	17	8 S.	29 E.	30

DESCRIPTION	SEC.	TWP.	RGE.	ACRES
All $N\frac{1}{2}$ of $NW\frac{1}{4}$ lying NW of FRC RY	17	8 S.	29 E.	50
$W\frac{1}{2}$	18	8 S.	29 E.	313
All	1	8 S.	28 E.	640
All	2	8 S.	28 E.	640
All	3	8 S.	28 E.	653
All EXCEPT $SW\frac{1}{4}$ & $SW\frac{1}{4}$ of $NW\frac{1}{4}$	4	8 S.	28 E.	440
Lots 1, 2, 3, 7, 8, 9 & 12 & all Lots 4, 5, 6, & 10 lying E of RW of Rd. No. S13A	9	8 S.	28 E.	380
All	10	8 S.	28 E.	640
All	11	8 S.	28 E.	641
All	12	8 S.	28 E.	644
$N\frac{1}{2}$	13	8 S.	28 E.	318
All EXCEPT RW of Rd.	15	8 S.	28 E.	635
				14,966.98

FILED AND RECORDED IN
BOOK 38 PAGE 73
ST. JENNIS COUNTY, ILL.

1979 JAN 18 AM 11:58

Clair
CLERK OF COURT & JUST

EXHIBIT "B" TO RESOLUTION

Prepared by:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32246

**AGREEMENT FOR DONATION OF
RIGHT-OF-WAY AND STORMWATER SITES**

THIS AGREEMENT FOR DONATION OF RIGHT-OF-WAY AND STORMWATER SITES ("Agreement"), made this _____ day of _____, 2019, by and between **WEST SAINT AUGUSTINE LAND AND TIMBER LLC**, a Delaware limited Liability Company (hereinafter referred to as the "Owner"), whose address is c/o Dennis Carey, Managing Member, 977 Stagecoach Road, Oglethorpe, GA 31068 ("Owner") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, the purpose of this Agreement is to memorialize the Agreement of Owner to donate to County approximately 135 acres of land for a proposed 250 foot wide right-of-way corridor, including corresponding and necessary adjacent Stormwater Sites, for a proposed County Road 2209 from County Road 208 to County Road 305 in Central St. Johns County; and

WHEREAS, the Owner owns a portion of that certain property located in St. Johns County more particularly described and depicted on attached Exhibit "A", incorporated by reference and made a part hereof, (said proposed right of way area described and depicted on Exhibit "A" being hereinafter collectively referred to as the "Right-of-Way Alignment") ; and

WHEREAS, County Road 2209 is proposed to be a new north/south roadway (ultimately a six lane facility) providing necessary mobility and connections, connecting Race Track Road to County Road 204. A portion of this corridor has been constructed from Race Track Road to County Road 210 which has a connection to State Road 9B. Subsequent portions of County Road 2209 south of County Road 210 will have an interchange connection to the First Coast Expressway. In addition, County Road 2209 will also provide a reliever to the already congested I-95 as a parallel corridor; and

WHEREAS, Owner has offered to donate that portion of the Right-of-Way Alignment, along with the corresponding and necessary adjacent Stormwater Sites consisting of approximately 135 acres, which is owned by Owner, to the County free of charge without expectation of consideration or credits, and free and clear of all encumbrances, except those matters subject to which Owner acquired its title, including that certain lease Agreement between Robinson Improvement Company and Hudson Pulp and Paper dated February 19, 1971, as last assigned to Weyerhaeuser Corporation, which lease expires in February 19, 2026 (“hereinafter “Lease”), as provided for under Section 8 of that certain unrecorded agreement dated as of July 25, 2018 (the “West Donation Agreement”), as evidenced by that certain Memorandum of Agreement to Dedicate Road recorded as Instrument #2018091258, at Book 4658, Page 477 St. Johns County, Florida records; and

WHEREAS, the parties acknowledge that the Lease will expire on said February 19, 2026 and will not be renewed by Owner; and

WHEREAS, the Parties acknowledge that the conveyance of the Right-of-Way Alignment as generally shown and depicted on Exhibit “A” and the conveyance of the corresponding and necessary Stormwater Sites reasonably constitutes a donation for public use and allows the County to construct County Road 2209; and

WHEREAS, final alignment of the Right-of-Way Alignment and associated Stormwater Sites may need to be modified by mutual agreement of Parties to avoid to the greatest extent possible wetland impacts and avoid an inadequate Right-of-Way Alignment for the purposes of construction of County Road 2209; and

WHEREAS, this Agreement is contingent upon the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson; and

WHEREAS, it is in the public interest for the County to accept the donation of the Property.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Owner and the County agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated into this Agreement.

2. Legally Binding Commitment; Waiver of Impact Fee Credits. This Agreement constitutes a legally binding commitment by Owner to provide and donate that portion of the Right-of-Way Alignment and Stormwater Sites that is owned by Owner and consists of approximately 135 acres, free of charge with no liens or encumbrances, except those matters subject to which Owner acquired title, including the Lease, as defined above, and without expectation of consideration, impact fee credits, or payment for transportation mitigation improvements. Owner waives any impact fee credits or any other credit towards transportation mitigation associated with the conveyance of the Right-of-Way Alignment and Stormwater sites.

3. Appropriation to Public Use. This Agreement constitutes a donation for public use and does not constitute a taking for public use under the right of eminent domain.

4. Right-of-Way Alignment. The Parties acknowledge that the Property depicted on Exhibit "A" depicts the 250 foot wide Right-of-Way corridor for County Road 2209, consists of approximately 130 acres, and is subject to reasonable reconfiguration or relocation per Section 6 contained herein.

5. Drainage and Detention. Parties acknowledge that the Property depicted on Exhibit "A" depicts the 250 foot wide Right-of-Way corridor for County Road 2209 and does not depict Stormwater Sites necessary to allow drainage, retention and outfall. Owner shall also convey to the County approximately five (5) acres of commercially reasonable Stormwater Sites on the property owned by Owner for drainage allowing outfall from the Right-of-Way in locations to be determined and agreed upon by the Parties. The Stormwater Sites shall be designed by the County to be appropriate for retention of a six (6) lane facility from County Road 208 to County Road 305 and shall be adjacent to the Right-of-Way Alignment.

6. Reasonable Right of Reconfiguration or Relocation. The Parties acknowledge that the proposed Right-of-Way Alignment depicted on Exhibit "A" is for planning purposes and may not reflect the final corridor conveyed to the County. If the Right-of-Way Alignment renders the Right-of-Way Alignment inadequate in the sole, reasonable discretion of the County, whether due to impaired access or impact to the Right-of-Way, or to the utility or functionality of the Right-of-Way, the parties shall cooperate in all reasonable respects to reconfigure or relocate the Right-of-Way corridor. The County shall notify Owner of the County's decision that the Right-of-Way corridor is inadequate as soon as practicable, to maximize the opportunity to reconfigure or move. Time is of the essence in this subparagraph, to minimize the Parties' inconvenience as a result of changes to configurations or locations.

7. Obligation for Legal, Survey, and Engineering costs. Owner shall not be responsible for any legal, survey, or engineering work associated with donation of the Right-of-Way Alignment or the Stormwater Sites.

8. Timing of Conveyances. Owner shall convey the lands of approximately 135 acres as follows:

a. Right-of-Way Alignment. Upon written request of the County and Robinson Improvement Company, and following receipt of a legal description and survey prepared by the County or its agents or contractors, that portion of the Right-of-Way Alignment depicted on Exhibit "A" owned by Owner, as may be reconfigured or relocated pursuant to the terms hereof, shall be conveyed to St. Johns County within one hundred eighty (180) days of Owner's receipt of such written request.

b. Stormwater Sites. Upon written request of the County and Robinson Improvement Company, and following receipt of a legal description and survey by

the County or its agents or contractors, that portion of the Stormwater Sites as are owned by Owner sufficient to allow outfall from the Right-of-Way Alignment shall be conveyed to St. Johns County within one hundred eighty (180) days of Owner's receipt of such written request.

c. Time of the Essence. Time is of the essence for the terms of this Agreement.

9. Terms of Conveyances. The Right-of-Way Corridor and Stormwater Sites shall all be conveyed to the County free of charge without expectation of consideration or credits, free and clear of all liens and encumbrances other than those matters subject to which Owner acquired its title, including the Lease. County shall pay for the closing costs and the taxes will be prorated at the time of closing.

10. Effective Date. This Agreement shall become effective upon: i) the latter execution by all of the Parties; and, ii) the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson ("Effective Date").

11. Recording and Covenant Running with Title; Expiration and Termination. This Agreement shall be recorded in the public records of St. Johns County. The obligation to make the conveyances described in this Agreement constitutes a covenant running with title to land. Once the Right-of-Way Alignment and Stormwater Sites are conveyed, the County at the written request of Owner shall provide and record a satisfaction that releases all other property of Owner. If the County has not requested the conveyances as provided hereunder so that Owner can reasonably consummate the conveyances prior to December 21, 2027, Owner's obligations under this Agreement shall terminate on the close of the day, December 21, 2027 (unless such date is mutually extended in writing by County, Owner, and Robinson Improvement Company), and after such date this Agreement shall no longer provide constructive notice. On such expiration, the County shall upon written request of Owner record a satisfaction that terminates this instrument. The Parties agree to cooperate in good faith to issue and secure the Releases and Satisfactions in a timely manner.

12. Integration. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Owner and the County.

13. Venue and Controlling Law. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the Jurisdiction of the State Court of the Seventh Judicial Circuit of St. Johns County, Florida, and shall be governed by the laws of the State of Florida.

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

15. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as reasonably be requested of them in order to carry out this Agreement.

16. Counterparts. This Agreement may be executed in two (2) counterparts, each of which may be deemed to be the original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all parties of this Agreement. Facsimile copies shall be deemed originals.

17. Enforcement. Each party to this Agreement shall have all remedies available at law or in equity, including specific performance for conveyance of the Right-of-Way Alignment and Stormwater Sites. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provisions will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose and intent of the Agreement.

18. Notices. Notices or correspondence related to the agreement shall be sent to the following:

For Owner:

West Saint Augustine Land and Timber, LLC
Attn: Dennis Carey
977 Stage Coach Road
Oglethorpe, GA 31068

With Copy to:
John T. Sefton
Rogers Towers, P.A.
1301 Riverplace Blvd #1500
Jacksonville, FL 32207

For County:

St. Johns County
County Administration
500 San Sebastian View
St. Augustine, Florida 32084

With Copy to:
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written above.

Signed, witnessed, executed and acknowledged on this _____ day of _____

Signed, Sealed and Delivered
in the presence of:

St. Johns County, Florida, a
political subdivision of the State of Florida,
by its Board of County Commissioners

Print Name _____

Paul M. Waldron, Chair

Print Name _____

Legally Sufficient _____

Attest:

By: _____
Hunter S. Conrad
Clerk of Court

**Signed and Sealed in Our
Presence as Witnesses:**

Owner:

(Sign) _____
(Print) _____

**WEST SAINT AUGUSTINE LAND AND
TIMBER, LLC**

By: Dennis Carey,
Its: Managing Member

(Sign) _____
(Print) _____

STATE OF _____; COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day ____ of _____,
2019, by _____, who is personally known to me or has produced _____
as identification.

Notary Public

My Commission Expires: _____

Exhibit "A" TO
AGREEMENT FOR DONATION OF RIGHT OF WAY AND STORMWATER SITES

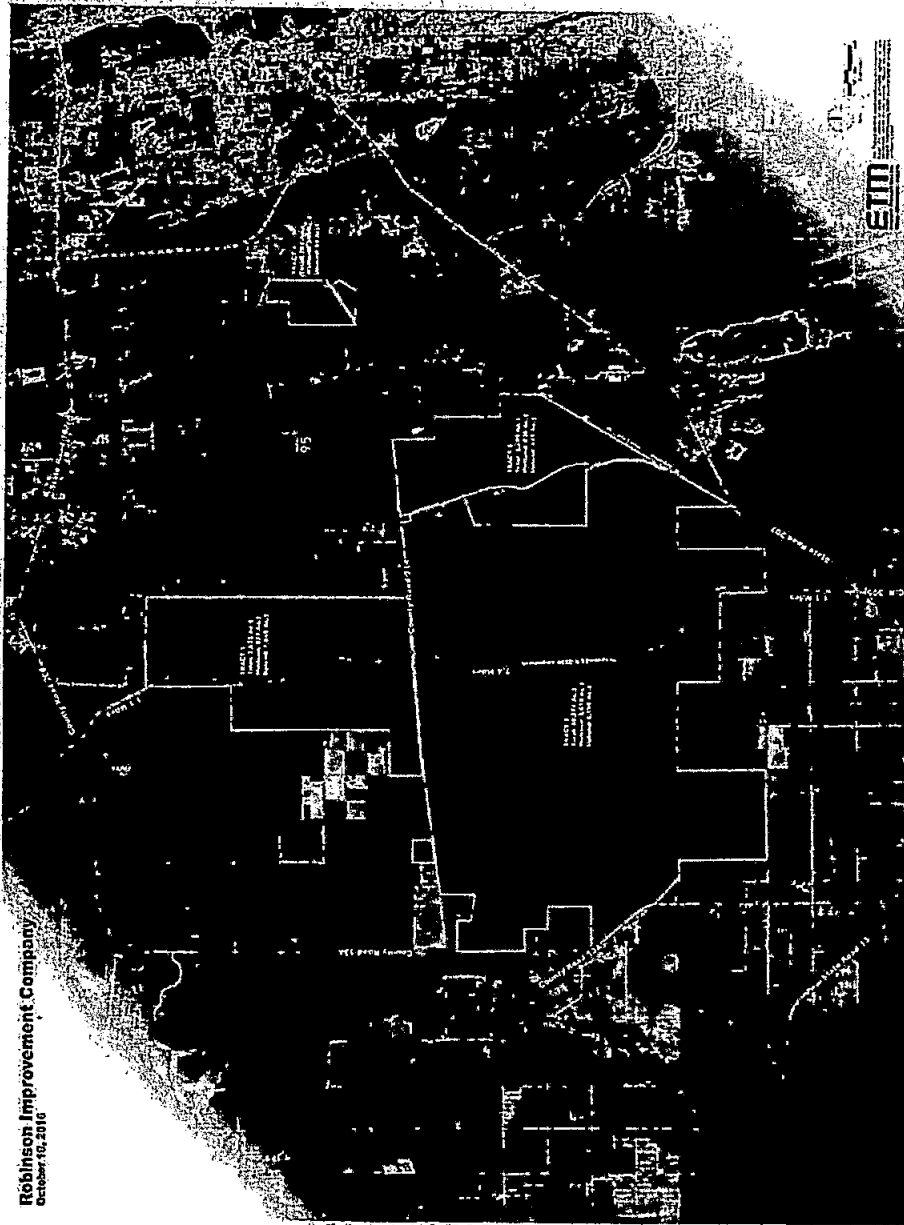


Exhibit "A" continued

[Legal Description of Certain Lands acquired by Owner from Robinson Improvement Company]

Township 7 South, Range 28 East:

Those portions of Sections 35 and 36 lying South of CR 214.

Township 8 South, Range 28 East:

Sections 1, 2, 11, 12 and the North 1/2 of Section 13.

Township 8 South, Range 29 East:

Section 7, North 1/2 of Section 13, East 1/2 of Section 18.

EXHIBIT "C" TO RESOLUTION

THIS INSTRUMENT PREPARED BY:

John T. Sefton
Rogers Towers, P.A.
1301 Riverplace Dr., STE 1500
Jacksonville, FL 32207
CH18-50/7275014

Parcel Nos.: 030430-0000; 030450-0000; 030890-0000; 030900-0000; 031131-0000; 031130-0000; 031141-0000;
031140-0000; 136430-0000; 137430-0000; 140250-0000; 031150-0000

MEMORANDUM OF AGREEMENT TO DEDICATE ROAD

THIS MEMORANDUM OF AGREEMENT is made this 21st day of December, 2018, between WEST SAINT AUGUSTINE LAND AND TIMBER LLC, a Delaware limited liability company ("**Purchaser**"), whose mailing address is 9 West 57th Street, Suite 5000, New York, NY 10019, Attn: Richard Feaser and **ROBINSON IMPROVEMENT COMPANY**, a Florida corporation ("**Seller**"), whose mailing address is c/o Michael W. Garrett, Garrett Wood & Company, PA, 4417 Beach Boulevard, Suite 200, Jacksonville, FL 32207.

Seller and First Coast Land and Timber LLC entered into an unrecorded agreement dated on or about July 25, 2018. Under Section 8 of such agreement, the provisions of which have been assumed by Purchaser, within the nine (9) year period after the date of this instrument, being the date of the deed from Seller as Grantor and Purchaser as Grantee to the lands described in Exhibit "A" (the "**Property**"), Purchaser shall, at the request of Seller, be required to dedicate from the Property (by special warranty deed) approximately 135 acres of land to St. Johns County (or its designee) for the proposed 250 foot right-of-way for County Road 2209, in the approximate location as shown on the map in Exhibit "B". Purchaser agrees to convey the subject right-of-way acreage free and clear of any encumbrances other than those, if any, which were in effect as of the time of Seller's conveyance of the subject right-of-way tract to Purchaser.

In the event that on or before that date which is the ninth (9th) anniversary hereof (a) governmental plans to route the road through the Property are abandoned, or (b) Seller does not direct Purchaser to so dedicate such right-of-way tract to St. Johns County (or its designee) and Purchaser does not itself elect to dedicate the right-of-way, then, unless the parties otherwise agree, Purchaser shall no longer be obligated to so dedicate said right-of-way.

Purchaser acknowledges and agrees that the obligations under said Section 8 of the unrecorded agreement, including, but not limited to, the obligation to so dedicate shall run with the land and shall be binding upon Purchaser's successors and assigns.

Notwithstanding the foregoing, Purchaser and Seller acknowledge and agree that the location of the proposed 250 foot right-of-way is, as of the date of this instrument, preliminary. Each of Seller and Purchaser agree to cooperate in all reasonable respects and in good faith (but at no material out of pocket costs) with each other and St. Johns County in determining the actual final location of the 250 foot right-of-way. However, with respect thereto any material change in the location of the subject 250 foot right-of-way as may be requested by St. Johns County shall be subject to Purchaser's approval, such approval not to be unreasonably withheld.

Upon fulfillment of Purchaser's obligations with respect to the road dedication, Seller shall execute an acknowledgment in recordable form confirming that Purchaser has fulfilled its obligations under this instrument and the unrecorded agreement pertaining to dedication of the right-of-way.

This instrument is subject to the terms of Section 8 of the unrecorded agreement dated July 25, 2018 and does not modify or amend the terms of said Section 8.

[Signatures on Following Pages]

Seller's Signature Page to
Memorandum of Agreement to Dedicate Road
between

Robinson Improvement Company, as "Seller"
and

West Saint Augustine Land and Timber LLC, as "Purchaser"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

<p>Witnesses:</p> <p><u>Rhonda K. Hutto</u> Rhonda K. Hutto (printed name)</p> <p><u>Alisha B. Fletcher</u> Alisha B. Fletcher (printed name)</p>	<p>SELLER:</p> <p>ROBINSON IMPROVEMENT COMPANY, a Florida corporation</p> <p>By: <u>Walter T. Carter, Jr.</u> Name: WALTER T. CARTER, JR. Title: PRESIDENT</p>
---	--

State of GA; County of Lowndes

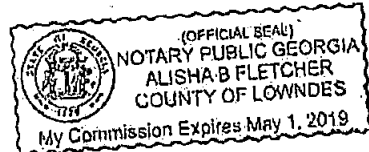
The foregoing instrument was acknowledged before me by Walter T. Carter, Jr.
as the President of ROBINSON IMPROVEMENT COMPANY, a Florida corporation, on behalf of said corporation this December 20 2018. Such person [notary must check applicable box]:

is personally known to me or

produced a current _____ driver's license as identification.

(notary seal)

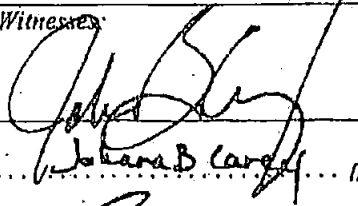
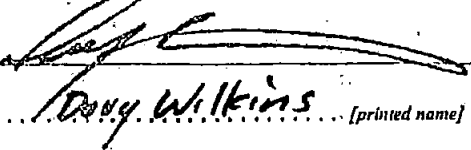
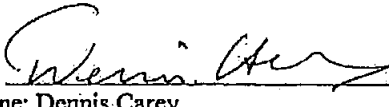
Alisha B. Fletcher
Alisha B. Fletcher (printed name of notary)



Purchaser's Signature Page to
Memorandum of Agreement to Dedicate Road
between
Robinson Improvement Company, as "Seller"
and

West Saint Augustine Land and Timber LLC, as "Purchaser"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

<p>Witnesses:</p> <p> John B. Carey [printed name]</p> <p> Doug Wilkins [printed name]</p>	<p>PURCHASER:</p> <p>WEST SAINT AUGUSTINE LAND AND TIMBER LLC, a Delaware limited liability company</p> <p>By:  Name: Dennis Carey Title: as its Managing Member</p>
--	--

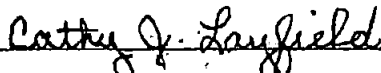
State of Georgia ; County of Macon

The foregoing instrument was acknowledged before me by Dennis Carey as the Managing Member WEST SAINT AUGUSTINE LAND AND TIMBER LLC, a Delaware limited liability company, on behalf of said company this December 20, 2018. Such person [notary must check applicable box]:

is personally known to me or

produced a current _____ driver's license as identification.

(notary seal)


..... Cathy J. Layfield [printed name of notary]

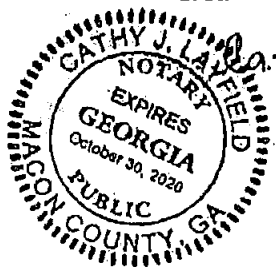


Exhibit "A"
Partial Description of Lands Conveyed by Déed
from
Robinson Improvement Company
to
West Saint Augustine Land and Timber LLC

Township 7 South, Range 28 East:

Those portions of Sections 35 and 36 lying South of CR 214.

Township 8 South, Range 28 East:

Sections 1, 2, 11, 12 and the North 1/2 of Section 13.

Township 8 South, Range 29 East:

Section 7, North 1/2 of Section 13, East 1/2 of Section 18.

EXHIBIT "B"

