

**RESOLUTION NO. 2021-439**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE AND EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH SUNSHINE LAND HOLDINGS, LLC.**

**RECITALS**

**WHEREAS**, Sunshine Land Holdings, LLC (“Sunshine”) is the owner and developer of certain lands within the Palm Lakes Planned Unit Development located on State Road 16 in St. Johns County; and

**WHEREAS**, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Impact Fee Ordinance (“Road Impact Fee Ordinance”) and Chapter 163, Florida Statutes, allow for impact fee credits to be granted by the Board of County Commissioners for its contribution to the roadway improvements identified within the Impact Fee Credit Agreement attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, in accordance with the Road Impact Fee Ordinance and Chapter 163, Florida Statutes, Sunshine is entitled to certain impact fee credits for its contribution to the roadway improvements.

**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 finds of fact.

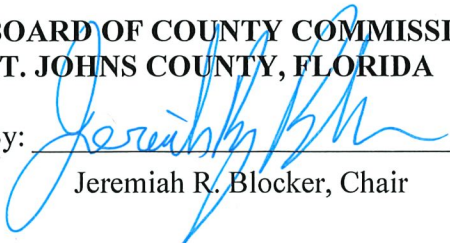
Section 2. The County Administrator, or designee, is hereby authorized to approve and execute the Impact Fee Credit Agreement with Sunshine substantially in the same form and format as attached hereto for those roadway improvements identified within the Road Impact Fee Ordinance as eligible for impact fee credits.

Section 3. Upon acceptance by the County Administrator, the Clerk is instructed to record the Agreement in the official record of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of October, 2021.

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

By:   
Jeremiah R. Blocker, Chair

**ATTEST:** Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk

RENDITION DATE OCT 21 2021



**IMPACT FEE CREDIT AGREEMENT**  
**Intersection of State Road 16 and Villages West Park Entrance**

THIS IMPACT FEE CREDIT AGREEMENT (this "**Agreement**") is dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), and is executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **SUNSHINE LAND HOLDINGS, LLC**, a Florida limited liability company or assigns ("**Sunshine**"). The County and Sunshine are sometimes referred to herein each as a "**Party**" or collectively as the "**Parties**."

**RECITALS:**

A. The County is planning the development of an active recreation park featuring soccer and baseball fields at 4881 State Road 16, known as Villages West Park.

B. Sunshine is the owner, developer and projected Impact Fee payer of an adjacent 33-acre parcel to the west of Villages West Park, legally described in the attached **Exhibit "A"** and known as "The Marketplace." The Marketplace is currently zoned Planned Unit Development under St. Johns County Ordinance 2019-5, as may be amended from time to time, known as Palm Lakes (the "PUD").

C. Pursuant to Section Thirteen of St. Johns County Ordinance No. 87-57, as amended (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 ensure that such new development bears a proportionate share of the cost of capital expenses necessary to provide roads within St. Johns County.

D. To maximize traffic capacity on State Road 16, a state highway, the Florida Department of Transportation ("FDOT") and the County require that turning movements into Villages West Park and the Marketplace be separated from travel lanes.

E. To further maximize traffic capacity on State Road 16 and the future intersection at County Road 2209, the parties wish to develop a full, direct access from State Road 16 to Villages West Park and a commercial driveway connecting the Villages West Park driveway to the Marketplace, in lieu of Sunshine constructing a separate, direct access to the easterly portion of the Marketplace site at State Road 16.

F. The approved Master Development Plan for the Marketplace in the PUD contemplates a preferred, joint access point serving the future Villages West Park and the Marketplace.

G. The County and Sunshine desire to enter into a formal, written agreement memorializing their arrangement to equally share the costs of the construction of the turning movements from State Road 16 into Villages West Park and the Marketplace (the

“SR-16 Improvements”) and a shared driveway entrance to Villages West Park and the Marketplace (the “Villages West Park Entrance”), which are generally depicted in the conceptual plans attached hereto as **Exhibit “B”** and made a part hereof.

H. The costs to construct the SR-16 Improvements and the Villages West Park Entrance are preliminarily estimated to total \$1,327,337.48.

I. In exchange for constructing, or contributing its one-half (1/2) share of the costs to construct, the Villages West Park Entrance and for conveying to the County a portion of property for use in the Villages West Park Entrance, Sunshine would receive an easement allowing for cross-access between State Road 16, the Villages West Park and the Marketplace.

J. Further, Sunshine is requesting credits against Road Impact Fees (“Road Impact Fee Credits” in the amount of Sunshine’s one-half (1/2) share of the costs to construct the SR-16 Improvements.

K. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, Sunshine is constructing, or making a cash contribution to the costs to construct, the SR-16 Improvements, which the County recognizes as meeting the requirements for Road Impact Fee Credits.

L. Pursuant to the terms of the Road Impact Fee Ordinance, the County and Sunshine 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 \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Recitals. The Recitals above are true and correct and are incorporated herein by reference as findings of fact.

2. Construction of Improvements on State Road 16. At any time before January 1, 2023, Sunshine or the County may, at their option, commence construction at their shared expense of the SR-16 Improvements, which shall, upon commencement, proceed under the terms and conditions set forth below. The SR-16 Improvements do not include the Villages West Park Entrance, including the driveway for Villages West Park or driveway connection between Villages West Park and the Marketplace described in Section 5 below.

a. One-half (1/2) of the total final cost of the SR-16 Improvements shall be paid by Sunshine and be eligible for Road Impact Fee credits as provided for in Section 4 below. The remaining one-half (1/2) of the total final cost shall be paid by the County.

b. The Party who commenced construction shall provide for all project management, construction management, inspection, obtaining and coordination of permits and contract close-out for the construction.

c. The Party who did not commence the construction shall place funds in escrow for at least fifty-five percent (55%) of the amount of the contracts with an independent escrow agent mutually acceptable to the parties and enter into an escrow agreement requiring the escrow agent to comply with the terms of this Agreement. Such Party shall also increase or decrease the amount paid into escrow to reflect any subsequent change orders. This subsection is subject to the limitations in Section 9.

d. Within twenty (20) days of receipt of an invoice from the construction contractor or construction inspector, whether under the contract or a related change order, the Party commencing construction and the escrow agent shall each pay the respective one-half (1/2) portions of the invoice, unless both Sunshine and the County agree that the invoice should be disputed.

e. The costs to be shared and credited under this Section 2 shall include contracted services, but shall not include costs internal to the Parties' operations, such as administrative oversight or accounting by County or Sunshine employees, nor any costs associated with placing or payment of funds in escrow.

f. The Party who has commenced construction shall provide reasonable advance notice of changes to the plans for the SR-16 Improvements to address issues arising in the field during construction. However, any changes to the plans to the SR-16 Improvements which significantly affect the geometry of the intersection improvements must be agreed to in advance of implementation by the County (through the County Engineer) and Sunshine.

3. Right of Way. All necessary right-of-way has been secured by the County or FDOT for the SR-16 Improvements.

4. Road Impact Fee Credits. The County, through its County Administrator or his designee, shall grant Sunshine Road Impact Fee Credits equal to the amount expended by Sunshine or bonded under subsection 4.b below for the SR-16 Improvements under Section 2 above. Such credits shall be usable to satisfy Road Impact Fee obligations within the PUD as follows:

a. If the County is the Party who has initiated construction, upon Sunshine's placement of funds in escrow under Section 2 above.

b. If Sunshine is the Party who has initiated construction, upon the posting of a payment and performance bond caused to be posted by



Sunshine or its general contractor, naming the County as a beneficiary for the estimated one-half (1/2) cost of completing the SR-16 Improvements as certified by a registered Professional Engineer licensed in Florida.

5. Construction of Entrance Road to Villages West Park. At any time before January 1, 2023, Sunshine or the County may, at their option, commence construction at their shared expense of the Villages West Park Entrance substantially consistent with the design on the attached **Exhibit B**, which shall, upon commencement, proceed under the terms and conditions set forth below.

a. One-half (1/2) of the total final cost of the Villages West Park Entrance, as adjusted for the cost of utilities (below), shall be paid by Sunshine. The remaining portion of the total final cost shall be paid by the County. Costs for installation of water and sewer lines within the Villages West Park Entrance shall be shared between the parties pro rata based upon the standard estimates of demand for the uses intended on the respective County and Sunshine properties. Cost of installing reuse water lines within the Villages West Park Entrance area shall be borne entirely by Sunshine.

b. The Party who commenced construction shall provide for all project management, construction management, inspection, obtaining and coordination of permits and contract close-out for the construction.

c. The Party who did not commence the construction shall place funds in escrow for at least fifty-five percent (55%) of the amount of the contracts with an independent escrow agent mutually acceptable to the Parties and enter into an escrow agreement requiring the escrow agent to comply with the terms of this Agreement. Such Party shall also increase or decrease the amount paid into escrow to reflect any subsequent change orders. This subsection is subject to the limitations in Section 9.

d. Within twenty (20) days of receipt of an invoice from the construction contractor or construction inspector, whether under the contract or a related change order, the Party commencing construction and the escrow agent shall each pay the respective one-half (1/2) portions of the invoice, unless both Sunshine and the County agree that the invoice should be disputed.

e. The costs to be shared under this Section 5 shall include contracted services, but shall not include costs internal to the Parties' operations, such as administrative oversight or accounting by County or Sunshine employees, nor any costs associated with placing or payment of funds in escrow.

f. The Party who has commenced construction shall provide reasonable advance notice to changes to the plans for the Villages West Park Entrance to address issues arising in the field during construction. However, any changes to the plans to the Villages West Park Entrance

which significantly affect the geometry of the Villages West Park Entrance driveway connections, the entrance at State Road 16 must be agreed to in advance of implementation by the County (through the County Engineer) and Sunshine.

g. Conveyance of Property and Easement Agreement. Upon completion and acceptance of the Villages West Park Entrance, Sunshine shall convey to the County the area identified as "Access Easement A" in the attached **Exhibit "C"** by Special Warranty Deed, subject to all matters of record, and the parties shall enter into an easement agreement substantially in the form attached as **Exhibit "D"**.

h. Consideration. The Parties agree that the easement being obtained by Sunshine under subsection 6.g above is adequate consideration for its contribution of land and, if applicable, construction of the Villages West Park Entrance, and that Sunshine is not due any Road Impact Fee Credit or other consideration for said contribution or construction.

6. Design Costs. Each Party shall bear its own costs incurred in the design of the SR-16 Improvements and the Villages West Park Entrance, and neither Party shall be entitled to reimbursement or other consideration therefor from the other Party, including but not limited to Road Impact Fee Credits.

7. Timing of Construction. The Parties agree to work in good faith to complete construction of the SR-16 Improvements and the Villages West Park Entrance by August 1, 2022, unless extended by the County and Sunshine. In the event construction of the SR-16 Improvements and the Villages West Park Entrance has not been commenced by January 1, 2023, unless extended by the County and Sunshine in writing, this Agreement shall automatically be terminated without further notice and the Parties shall be released and discharged from any and all duties, responsibilities and obligations hereunder.

8. Coordination. The Parties agree to coordinate in good faith to avoid unnecessary costs associated with both parties preparing to undertake construction of the SR-16 Improvements and the Villages West Park Entrance.

9. Availability of Funds. The County's performance under this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners ("Board"). The Parties recognize that pursuant to the requirements of section 129.07, Florida Statutes, funds expended by the County under this Agreement shall not exceed the amount appropriated in the County's budget for that purpose, and that pursuant to section 129.06(4), Florida Statutes, all unexpended balances of appropriations at the end of the fiscal year shall revert to the fund from which the appropriation was made, but reserves for sinking funds and for future construction and improvements may not be diverted to other purposes. The Parties acknowledge that sufficient funds for the County's performance under this Agreement have presently been appropriated by the Board for Fiscal Year 2020-2021 and that the County anticipates, but in no way guarantees, pledges or commits to, the appropriation of sufficient funds by the



Board for Fiscal Year 2021-2022. The County will provide Sunshine with document of such appropriation upon acceptance of the Fiscal Year 2021-22 budget by the Board.

10. Use of Impact Fee Credits. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the PUD shall pay the amount due under the Road Impact Fee Ordinance directly to Sunshine. Sunshine shall be fully responsible for notifying all Feepayers of this requirement. Then, for so long as the total Road Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Sunshine 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 Developer shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "E"**. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Sunshine and Feepayer may use said alternate system.

11. Transfer of Credits. In the event that Sunshine determines to sell all or part of the PUD, Sunshine may sell, transfer, assign or convey any of its interest in part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the PUD for such consideration as Sunshine in its sole discretion, determines. In such event, Sunshine shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credits, if any, shall remain vested in Sunshine. The Parties agree that no impact fee credit may be used or applied to development outside the PUD 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 improvements to the particular development to which credits are transferred. Sunshine acknowledges that only one impact fee credit account may exist at any given time for the PUD.

12. Annual Report. On or before January 31 of each year, so long as there remains any Road Impact Fee Credits, Sunshine shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the PUD and the remaining balance of Road Impact Fee Credits.

13. Impact Fee Payments after Credits Are Used. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Sunshine or the Feepayer seeking building permits or certificates of occupancy within the PUD shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the PUD shall be instructed by the County to pay its Road Impact Fees directly to Developer in accordance with Section 10 above.

14. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). Any Party may update its notice address herein upon providing five (5) days prior written notice to the other Parties hereto. All Notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), (c) United States Mail, postage prepaid, (d) facsimile (with confirmation of transmission), or (e) e-mail transmission (with any applicable files attached thereto in PDF file format, unless another file format is necessary or required). Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered, (ii) the next business day after it is picked up by the overnight courier, (iii) the third (3rd) business day after it is deposited in the United States mail as provided above, (iv) on the date it is sent by facsimile transmission (with confirmation of transmission), or (v) the date sent by e-mail transmission (provided the sender of the email receives no notification of failed delivery).

Addresses for notices are as follows:

Notices to County:

Department of Public Works  
Attn: Duane Kent, County Engineer  
2750 Industry Center Rd.  
St. Augustine, FL 32084  
Facsimile 904 209-0267  
[rkent@sjcfl.us](mailto:rkent@sjcfl.us)

Department of Parks & Recreation  
Attn: Ryan Kane, Director  
2175 Mizell Road  
St. Augustine, FL 32080-9157  
Facsimile (904) 209-0321  
[rkane@sjcfl.us](mailto:rkane@sjcfl.us)

With a copy to:

St. Johns County Attorney  
Attn: Bradley Bulthuis, Esq.  
500 San Sebastian View  
St. Augustine, FL 32084  
[bulthuis@sjcfl.us](mailto:bulthuis@sjcfl.us)

Notices to Sunshine:

Sunshine Land Holdings, LLC  
Attn: Beth Breeding  
10175 Fortune Parkway, Suite 1005  
Jacksonville, Florida 32256  
E-mail: [bethbrdng@gmail.com](mailto:bethbrdng@gmail.com)

With a copy to:

Sodl & Ingram PLLC  
Attn: Thomas O. Ingram, Esq.  
233 E Bay Street, Suite 1113  
Jacksonville, Florida 32202  
Facsimile: (904) 347-2738  
E-mail: [thomas.ingram@si-law.com](mailto:thomas.ingram@si-law.com)

19. Remedies. The Parties may enforce their respective obligations under this Agreement by specific performance only. Nothing, including impossibility by a Party to perform, such as in the event the FDOT does not approve the SR-16 Improvements within the timeframes contemplated by this Agreement, shall entitle either Party to damages.

20. Miscellaneous.

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any 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 Thirteen limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the PUD. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the PUD.

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 gender and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

e. This 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 thereto.

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. Sunshine may assign its rights and obligations under this agreement to a landowner within The Marketplace without further approval by the County.

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

h. This Agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida; and therefore, all applicable provisions thereof are incorporated herein, and if any provision hereof is inconsistent with such provisions, such provisions shall apply.

i. Sunshine must be a Feepayer as referenced in the applicable impact fee ordinance to use impact fee credits under this ordinance.

j. 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.

k. 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.

l. Nothing in this Agreement shall be construed to create any agency relationship, partnership, association, joint venture, or other fiduciary or other confidential relationship between the Parties.

m. The County Administrator is authorized to enter into an agreement between the County, Sunshine and the escrow agent concerning the terms of holding and release of escrowed funds under this Agreement, the liability of the escrow agent, and the process for releasing escrow in the event of a dispute between Sunshine and the County.

n. In the event that this Agreement is recorded, the parties agree to cooperate in good faith to record any satisfactions or termination of this Agreement.

*{Signature pages follow}*

IN WITNESS WHEREOF, the Parties here to have executed this Agreement effective as of the Effective Date set forth above.

**Signed, Sealed, and Delivered  
In the Presence of:**

**ST. JOHNS COUNTY**, a political subdivision  
of the State of Florida

**WITNESS 1:**

By:

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

\_\_\_\_\_  
County Administrator

**WITNESS 2:**

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

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF ST. JOHNS )

The foregoing instrument was executed and acknowledged before me by means of  physical presence or  online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the County Administrator of St. Johns County, a political subdivision of the State of Florida, on its behalf, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Form Approved: \_\_\_\_\_

Office of County Attorney

**Signed, Sealed, and Delivered  
In the Presence of:**

**GRANTEE:**

**WITNESS 1:**

**SUNSHINE LAND HOLDINGS, LLC**, a Florida  
limited liability company

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

By: \_\_\_\_\_  
Helen Breeding, its Vice President

**WITNESS 2:**

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

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF DUVAL     )

The foregoing instrument was executed and acknowledged before me by means of  physical presence or  online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Helen Breeding, as the Vice President of SUNSHINE LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

## EXHIBIT "A"

### Legal Description, The Marketplace

#### Sunshine Land Holdings, LLC (Parcel 3)

A portion of Subsections 7 and 10, lying within Section 38, of the Antonio Muertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Northeast corner of Murabello Unit Three, as recorded in Map Book 57, Pages 94 through 109, inclusive, of the Public Records of said County, said point being situate on the Southerly right of way line of State Road No. 16 (a 200 foot right of way as shown on the Florida Department of Transportation Right of Way Map, Section 78060-2522); thence South 81°10'44" East, along said Southerly right of way line 282.81 feet for a POINT OF BEGINNING; thence continue South 81°10'44" East, along said Southerly right of way line, 522.05 feet to the point of curvature of a curve concave Southerly, having a radius of 17,118.80 feet; thence Easterly along the arc of said curved Southerly right of way line, a distance of 567.02 feet, said arc being subtended by a chord bearing and distance of South 80°13'48" East, 586.99 feet to its intersection with the Easterly line of said Subsection 7; thence South 18°36'15" West, along last said line, 262.73 feet to the Northeast corner of said Subsection 10; thence continue South 18°36'15" West, along the Easterly line of said Subsection 10, a distance of 2421.64 feet; thence Northerly around and along the arc of a curve concave Easterly and having a radius of 1,400.00 feet, a distance of 92.59 feet, said arc being subtended by a chord bearing and distance of North 06°25'03" West, 92.58 feet to the point of tangency of said curve; thence North 04°31'22" West, 2636.58 feet to the POINT OF BEGINNING.

Containing 33,285 acres, more or less.

EXHIBIT "B"

SR-16 IMPROVEMENTS AND VILLAGES EAST PARK ENTRANCE  
CONCEPTUAL PLAN



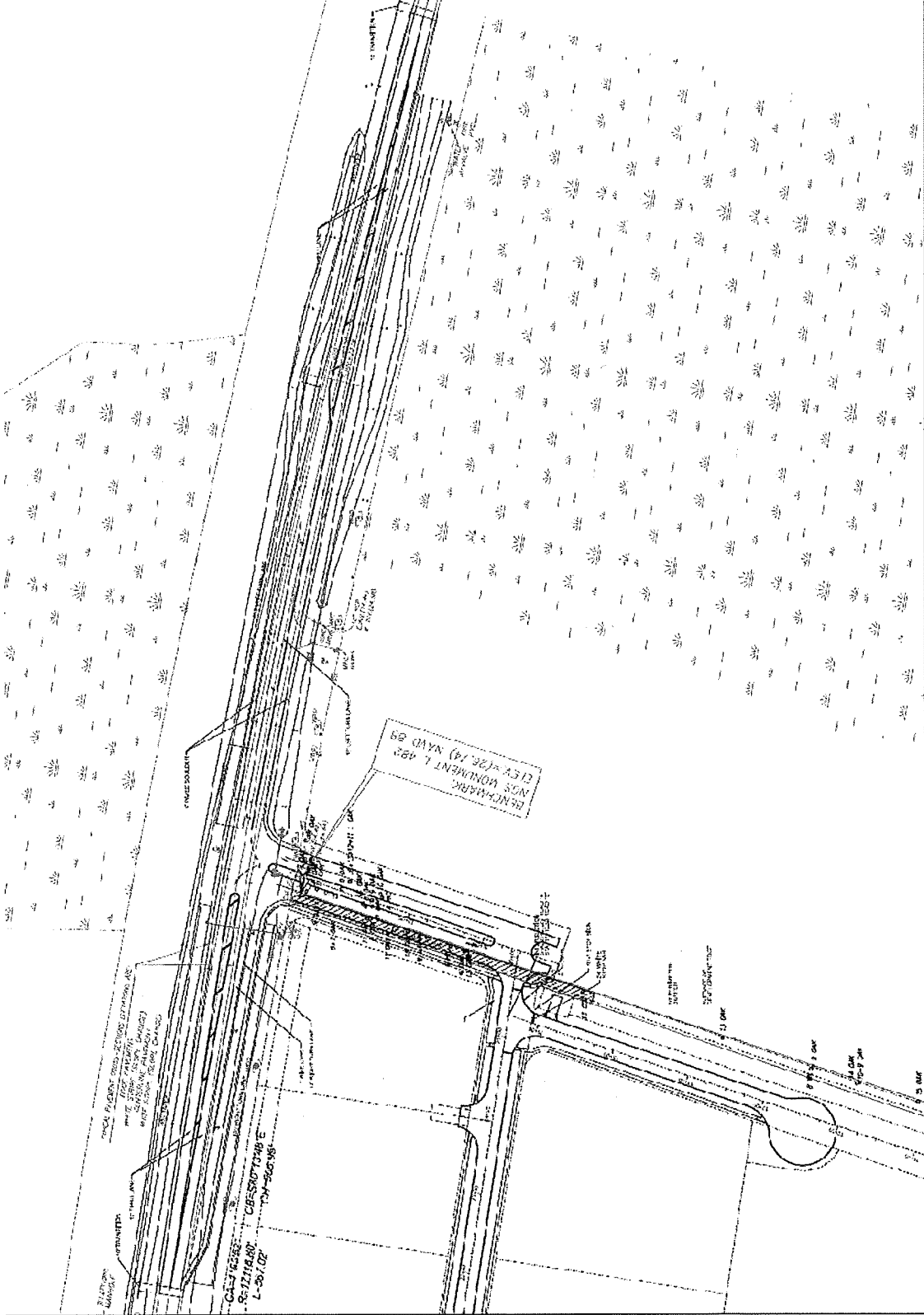
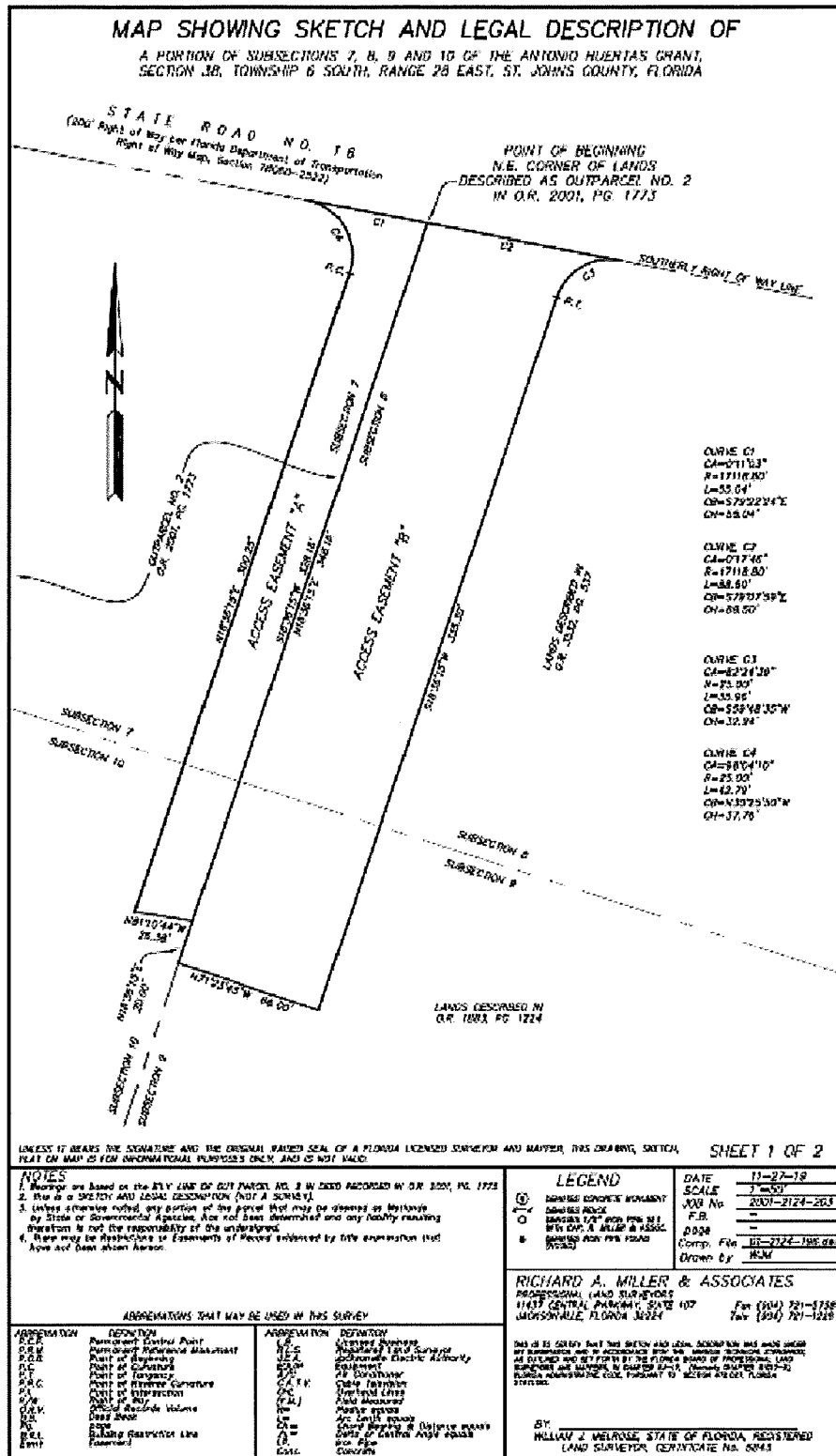


Exhibit "C"

Area to be Conveyed from Sunshine to County (described as Access Easement "A")



## MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF SUBSECTIONS 7, 8, 9 AND 10 OF THE ANTONIO HUERTAS GRANT,  
SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA

### ACCESS EASEMENT "A"

A PORTION OF SUBSECTIONS 7 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS  
BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS  
DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY  
RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA  
DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE SOUTH 18°36'15" WEST  
ALONG THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 328.16 FEET; THENCE NORTH 81°10'44"  
WEST, 26.38 FEET; THENCE NORTH 18°16'15" EAST ALONG A LINE 28.00 FEET WESTERLY OF AND PARALLEL  
WITH SAID EASTERLY LINE OF OUTPARCEL NO. 2, 300.25 FEET TO A POINT OF CURVATURE OF A CURVE  
CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET  
AND A CENTRAL ANGLE OF 98°04'10", 42.79 FEET AND BEING SUBTENDED BY A CHORD BEARING AND  
DISTANCE OF NORTH 30°25'50" WEST, 37.76 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF  
WAY LINE OF STATE ROAD NO. 16; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND  
ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF  
0°11'03", 55.04 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°22'24" EAST,  
55.04 FEET TO THE POINT OF BEGINNING.

### ACCESS EASEMENT "B"

A PORTION OF SUBSECTIONS 8 AND 9 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS  
BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS  
DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY  
RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA  
DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE EASTERLY ALONG SAID  
SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80  
FEET AND A CENTRAL ANGLE OF 0°17'48", 88.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND  
DISTANCE OF SOUTH 79°07'59" EAST, 88.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  
82°24'39", 35.86 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°48'35"  
WEST, 32.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°36'16" WEST ALONG A LINE 66.00 FEET  
EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 335.30 FEET;  
THENCE NORTH 71°23'45" WEST, 66.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE NORTH 18°36'15"  
EAST ALONG SAID EASTERLY LINE, 348.16 FEET TO THE POINT OF BEGINNING.

### ACCESS EASEMENT "A" AND ACCESS EASEMENT "B" TOGETHER BEING DESCRIBED AS:

A PORTION OF SUBSECTIONS 7, 8, 9 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6  
SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS  
BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS  
DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY  
RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA  
DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE EASTERLY ALONG SAID  
SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80  
FEET AND A CENTRAL ANGLE OF 0°17'48", 88.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND  
DISTANCE OF SOUTH 79°07'59" EAST, 88.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  
82°24'39", 35.86 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°48'35"  
WEST, 32.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°36'15" WEST ALONG A LINE 66.00 FEET  
EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 335.30 FEET;  
THENCE NORTH 71°23'45" WEST, 66.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE NORTH 18°36'15"  
EAST ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE NORTH 81°10'44" WEST, 26.38 FEET; THENCE NORTH  
18°36'15" EAST ALONG A LINE 28.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF  
OUTPARCEL NO. 2, 300.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE  
NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 98°04'10",  
42.79 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°25'50" WEST, 37.76  
FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE  
EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A  
RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0°11'03", 55.04 FEET AND BEING SUBTENDED BY A  
CHORD BEARING AND DISTANCE OF SOUTH 79°22'24" EAST, 55.04 FEET TO THE POINT OF BEGINNING.

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS  
11437 CENTRAL PARKWAY, SUITE 107  
JACKSONVILLE, FLORIDA 32224

File (904) 721-5750  
Fax (904) 721-1226

SHEET 2 OF 2

EXHIBIT "D"  
EASEMENT AGREEMENT

Prepared by & return to:  
Samuel A. Starkey, Esquire  
Sodl & Ingram PLLC  
233 E Bay Street, Suite 1113  
Jacksonville, Florida 32202

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), is made by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (“**County**”), and **SUNSHINE LAND HOLDINGS, LLC**, a Florida limited liability company (“**Sunshine**”).

#### **RECITALS:**

A. County is the fee simple owner of certain land located in St. Johns County, Florida more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**County Property**”).

B. Sunshine is the fee simple owner of certain land located in St. Johns County, Florida more particularly described on **Exhibit B** attached hereto and incorporated herein (the “**Sunshine Property**”).

C. Sunshine intends to develop the Sunshine Property and in connection therewith desires to maintain access to and from the Sunshine Property and State Road No. 16 over a portion of the County Property located to the east of the Sunshine Property.

D. County is willing to grant to Sunshine an easement for vehicular and pedestrian ingress and egress over, on, about, through and across such portion of the County Property more particularly described on **Exhibit C** attached hereto and made a part hereof (the “**Access Easement Area**”), for the benefit of the Sunshine Property, and Sunshine and any other party owning any portion of the Sunshine Property, and their respective heirs, successors, assigns, and successors in title to all or part of the Sunshine Property, and tenants, lessees, agents, employees, guests, and invitees of any owner of the Sunshine Property or any portion thereof, and guests and invitees of tenants and lessees occupying the Sunshine Property (collectively, the “**Easement Beneficiaries**”).

NOW, THEREFORE, for good and valuable consideration paid by Sunshine to County and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the foregoing Recitals are true and correct and incorporated herein by this reference.

2. Grant. County hereby grants and conveys to Sunshine, its employees, agents, guests, customers, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns a perpetual, non-exclusive access easement (the “**Access Easement**”) for vehicular and pedestrian ingress and egress over, on and across the Access Easement Area and for the benefit of the Easement Beneficiaries.

3. Improvements. Sunshine shall have the right to construct improvements, including but not limited to roadways and landscaping, over, under, in, along, across, and upon the Access Easement Area that are reasonably related to both the purpose of the Access Easement and the use and enjoyment by the Easement Beneficiaries of the Access Easement (the “**Improvements**”), upon receipt of the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. Plans. Upon receipt of a request by County, Sunshine shall provide County with as-built drawings and a survey showing the location and depth of the Improvements installed in the Access Easement Area.

5. Costs/Lien-Free Construction. Sunshine shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the County Property, all costs and expenses incurred by Sunshine in connection with the construction and maintenance of the Improvements. Sunshine hereby acknowledges and agrees that if any lien is filed against the County Property as a result of the Access Easement or Sunshine’s activities in the Access Easement Area and Sunshine has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, Sunshine shall be in default of this Agreement, and County shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

6. Compliance with Laws. Any Improvements constructed by Sunshine shall be constructed in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

7. Maintenance and Repair. Following the construction of Improvements on the Access Easement Area, the County shall, at its sole cost and expense, maintain and keep the roadway and associated drainage facilities located on the Access Easement Area in good condition and state of repair. Sunshine may, at its option and its sole cost and expense, make improvements to signage, sod, irrigation and landscaping within the Easement Area, subject to review and approval by the County, and shall maintain any such improvements at its sole cost and expense. Sunshine shall have the right, but not the obligation, to periodically inspect, maintain, repair, and reconstruct any Improvements in the Access Easement Area to ensure the safe, lawful and reasonable use of the Access Easement Area for its intended purpose.

8. Representations and Warranties. County hereby represents and warrants to Sunshine that: (a) it has the full right, power, title, and interest to make the within grant of Access Easement to Sunshine for the benefit of the Easement Beneficiaries; (b) such grant of Access Easement and any other rights granted under this Agreement to the Easement Beneficiaries may be fully and thoroughly enjoyed and utilized by the Easement Beneficiaries pursuant to the terms hereof; and (c) the Easement Beneficiaries’ easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

9. County’s Use of Property. County reserves the right to use the County Property in any manner and for any purpose that does not interfere with the Easement Beneficiaries’ Access Easement rights hereunder or use of the Access Easement. Notwithstanding anything to the contrary set forth herein, County shall not, without the express written consent of Sunshine, take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Agreement from their full and complete use and enjoyment of the Access Easement herein granted. Without limiting the generality of the foregoing, free and full access to, from and across the Access Easement Area shall not be blocked, obstructed or impeded.

10. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective

grantees, heirs, successors, and assigns. This Agreement and the rights created hereby, including, but not limited to, the Access Easement granted hereunder shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Access Easement Area, from and after the date of recording of this Agreement. Any person acquiring possession of, title to or interest in the Access Easement Area, or any part of the foregoing shall do so subject to this Agreement. Any transferee of any interest in any portion of the Access Easement Area shall be deemed, by acceptance of such interest, to have agreed to be bound by all the provisions of this Agreement.

11. Default and Remedies. In the event of a default by County or Sunshine, the non-defaulting party may seek any and all remedies permitted by law.

12. Insurance. The parties acknowledge and agree that the Access Easement Area and the Improvements will be publicly owned and are for the use of the general public. Sunshine shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to County, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the Access Easement Area with a combined single limit of not less than \$1,000,000.00 with respect to the Access Easement Area and Sunshine's use therein. County and its agents, contractors, tenants, and any other third parties required by County, shall be named as additional insureds on such insurance policies. Prior to making any entry onto the County Property, Sunshine shall furnish to County: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than twenty (20) days prior written notice to County; and (b) proof of payment of the insurance premium.

13. Indemnification. Sunshine shall indemnify, defend and hold County harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by County arising from or by reason of Sunshine's access to, or use of the Access Easement Area.

14. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

15. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Any party may update its notice address herein upon providing five (5) days prior written notice to the other parties hereto. All Notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), (c) United States Mail, postage prepaid, (d) facsimile (with confirmation of transmission), or (e) e-mail transmission (with any applicable files attached thereto in PDF file format, unless another file format is necessary or required). Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered, (ii) the next business day after it is picked up by the overnight courier, (iii) the third (3<sup>rd</sup>) business day after it is deposited in the United States mail as provided above, (iv) on the date it is sent by facsimile transmission (with confirmation of transmission), or (v) the date sent by e-mail transmission (provided the sender of the email receives no notification of failed delivery).

Addresses for notices are as follows:

Notices to County: St. Johns County  
Attn: Gail Oliver, PLS  
Director, Land Management Systems  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, FL 32084  
Email [goliver@sjcfl.us](mailto:goliver@sjcfl.us)  
Facsimile (904) 209-0771

and

St. Johns County Department of Parks & Recreation  
Attn: Ryan Kane, Director  
2175 Mizell Road  
St. Augustine, FL 32080-9157  
Facsimile (904) 209-0321  
Email [rkane@sjcfl.us](mailto:rkane@sjcfl.us)

With a copy to: St. Johns County Attorney's Office  
Attn: Bradley Bulthuis, Esq.  
500 San Sebastian View  
St. Augustine, FL 32084  
Email [bbulthuis@sjcfl.us](mailto:bbulthuis@sjcfl.us)

Notices to Sunshine: Sunshine Land Holdings, LLC  
Attn: Beth Breeding  
10175 Fortune Parkway, Suite 1005  
Jacksonville, Florida 32256  
Email [bethbrdng@gmail.com](mailto:bethbrdng@gmail.com)

With a copy to: Sodl & Ingram PLLC  
Attn: Thomas O. Ingram  
233 E Bay Street, Suite 1113  
Jacksonville, Florida 32202  
Facsimile: (904) 347-2738  
E-mail [thomas.ingram@si-law.com](mailto:thomas.ingram@si-law.com)

16. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

17. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

18. Governing Law and Venue. The laws of the State of Florida (excluding its conflicts of law provisions) shall govern the validity, enforcement and interpretation of this Agreement. Venue for any legal action in connection herewith shall lie only in St. Johns County, Florida, and the courts of appeal therefrom.

19. WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEFENSE, DISPUTE OR LITIGATION BETWEEN OR AMONG



ANY OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

21. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

*{Signature pages follow}*



Signed, Sealed, and Delivered  
In the Presence of:

**SUNSHINE:**

WITNESS 1:

**SUNSHINE LAND HOLDINGS, LLC**, a Florida  
limited liability company

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

WITNESS 2:

By: \_\_\_\_\_  
Helen Breeding, Vice President

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

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was executed and acknowledged before me by means of  physical presence or  online notarization on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Helen Breeding, as the Vice President of SUNSHINE LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**Exhibit A**

The County Property

Those lands described and recorded in Official Records 3532, Page 537 together with those lands described and recorded in Official Records 1883, Page 1224 of the public records of St. Johns County, Florida.

**Exhibit B**

The Sunshine Property (2 pages)

Sunshine Land Holdings, LLC (Parcel 3)

A portion of Subsections 7 and 10, lying within Section 38, of the Antonio Muertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Northeast corner of Murabella Unit Three, as recorded in Map Book 57, Pages 94 through 109, inclusive, of the Public Records of said County, said point being situate on the Southerly right of way line of State Road No. 16 (a 200 foot right of way as shown on the Florida Department of Transportation Right of Way Map, Section 78060-2522); thence South  $81^{\circ}10'44''$  East, along said Southerly right of way line 282.81 feet for a POINT OF BEGINNING; thence continue South  $81^{\circ}10'44''$  East, along said Southerly right of way line, 522.05 feet to the point of curvature of a curve concave Southerly, having a radius of 17,118.80 feet; thence Easterly along the arc of said curved Southerly right of way line, a distance of 567.02 feet, said arc being subtended by a chord bearing and distance of South  $80^{\circ}13'48''$  East, 566.99 feet to its intersection with the Easterly line of said Subsection 7; thence South  $18^{\circ}36'15''$  West, along last said line, 262.73 feet to the Northeast corner of said Subsection 10; thence continue South  $18^{\circ}36'15''$  West, along the Easterly line of said Subsection 10, a distance of 2421.64 feet; thence Northerly around and along the arc of a curve concave Easterly and having a radius of 1,400.00 feet, a distance of 92.59 feet, said arc being subtended by a chord bearing and distance of North  $06^{\circ}25'03''$  West, 92.58 feet to the point of tangency of said curve; thence North  $04^{\circ}31'22''$  West, 2636.58 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

*A PORTION OF SUBSECTIONS 7 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE SOUTH  $18^{\circ}36'15''$  WEST ALONG THE EASTERLY LINE OF*

AFOREMENTIONED OUTPARCEL NO. 2, 328.16 FEET; THENCE NORTH 81°10'44" WEST, 26.38 FEET, THENCE NORTH 18°36'15 " EAST ALONG A LINE 26.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF OUTPARCEL NO. 2, 300.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 98°04'10", 42.79 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°25'50" WEST, 37.76 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0°11'03 " , 55.04 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°22'24" EAST, 55.04 FEET TO THE POINT OF BEGINNING.

**Exhibit C**

The Access Easement Area (3 pages)

**ACCESS EASEMENT AREA "A"**

A PORTION OF SUBSECTIONS 7 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE SOUTH 18°36'15" WEST ALONG THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 328.16 FEET; THENCE NORTH 81°10'44" WEST, 26.38 FEET, THENCE NORTH 18 °36'15 " EAST ALONG A LINE 26.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF OUTPARCEL NO. 2, 300.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 98°04'10", 42.79 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 30°25'50" WEST, 37.76 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0 °11'03 ", 55.04 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 79°22'24" EAST, 55.04 FEET TO THE POINT OF BEGINNING.

**ACCESS EASEMENT AREA "B"**

A PORTION OF SUBSECTIONS 8 AND 9 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA DEPARTMENT

OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2522; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0°17'46", 88.50 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 79°07'59" EAST, 88.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 82°24'39", 35.96 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 59°48'35" WEST, 32.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°36'75" WEST ALONG A LINE 66.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 335.30 FEET; THENCE NORTH 71°23'45" WEST, 66.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE NORTH 18°36'15" EAST ALONG SAID EASTERLY LINE, 348.16 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT "A" AND ACCESS EASEMENT "B" TOGETHER BEING DESCRIBED AS:

A PORTION OF SUBSECTIONS 7, 8, 9 AND 10 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

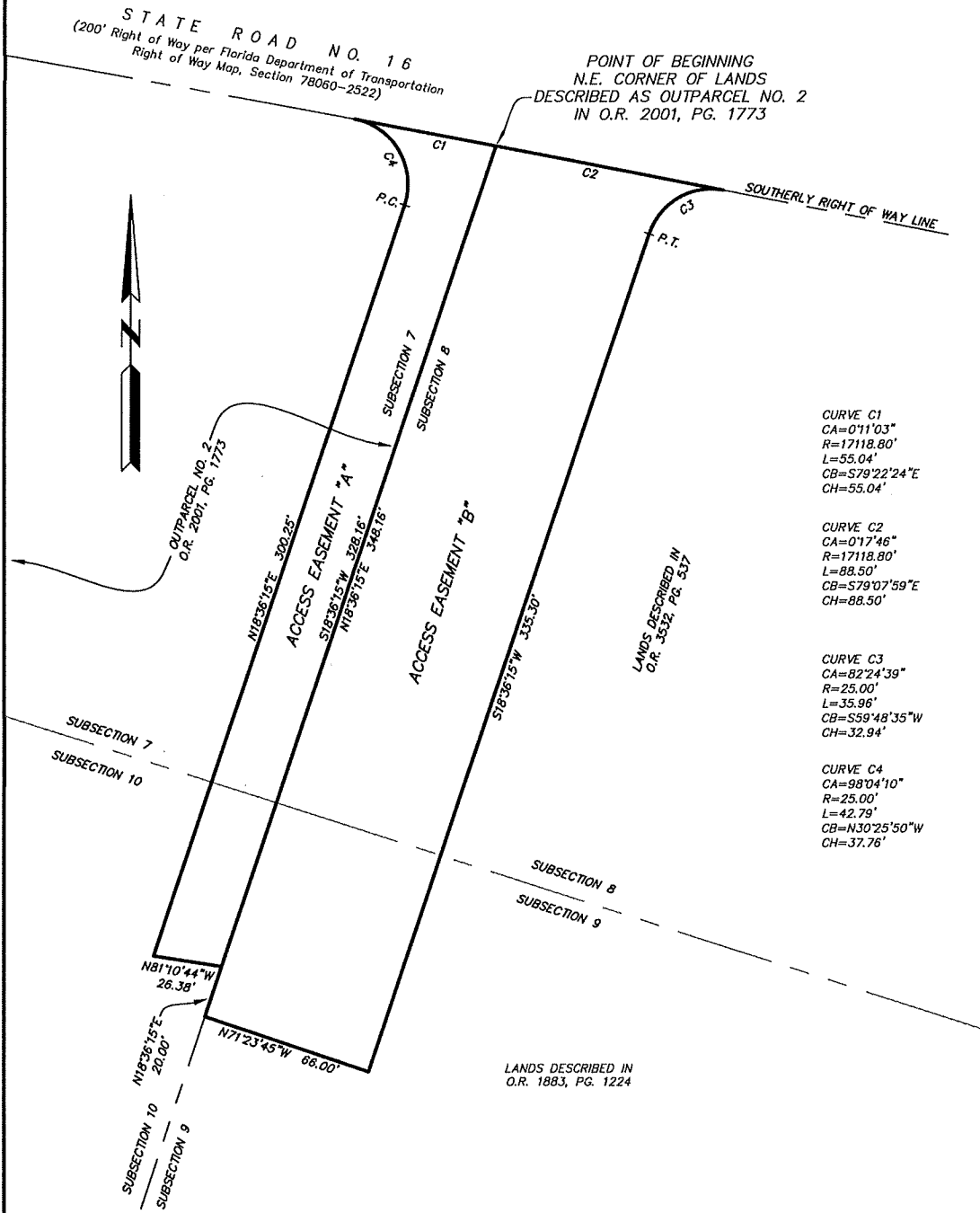
BEGINNING AT THE NORTHEAST CORNER OF LANDS DESCRIBED AS OUTPARCEL NO. 2 IN OFFICIAL RECORDS BOOK 2001, PAGE 1773 OF SAID COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3532, PAGE 537 OF SAID COUNTY AND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 BEING A 200 FOOT WIDE RIGHT OF WAY PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7806 0-2522; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0°17'46", 88.50 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 79°07'59" EAST, 88.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 82°24'39", 35.96 FEET AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 59°48'35" WEST, 32.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°36'15" WEST ALONG A LINE 66.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF AFOREMENTIONED OUTPARCEL NO. 2, 335.30 FEET, THENCE NORTH 71°23'45" WEST, 66.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE NORTH 18°36'15" EAST ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE NORTH 81°10'44" WEST, 26.38 FEET; THENCE



NORTH 18°36'75" EAST ALONG A LINE 26.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF OUTPARCEL NO. 2, 300.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 98°04'10", 42.79 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°25'50" WEST, 37.76 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,118.80 FEET AND A CENTRAL ANGLE OF 0°11'03", 55.04 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°22'24" EAST, 55.04 FEET TO THE POINT OF BEGINNING.

# MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF SUBSECTIONS 7, 8, 9 AND 10 OF THE ANTONIO HUERTAS GRANT,  
SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

SHEET 1 OF 2

**NOTES**

1. Bearings are based on the ELY. LINE OF OUT PARCEL NO. 2 IN DEED RECORDED IN O.R. 2001, PG. 1773.
2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY).
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

**LEGEND**

- ⊙ DENOTES CONCRETE MONUMENT
- X—X— DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (NOTED)

DATE	11-27-19
SCALE	1"=50'
JOB No.	2001-2124-203
F.B.	-
page	-
Comp. File	01-2124-196.dwg
Drawn by	WJM

**ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY**

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	O.H.L.	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Length equals
Pg.	page	Ch.=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

**RICHARD A. MILLER & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS  
11437 CENTRAL PARKWAY, SUITE 107  
JACKSONVILLE, FLORIDA 32224  
Fox (904) 721-5758  
Tele. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 53-17, (formerly CHAPTER 6107-9), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY:  
WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED  
LAND SURVEYOR, CERTIFICATE No. 5843

EXHIBIT "E"  
Impact Fee Voucher

Voucher # \_\_\_\_\_

**ST. JOHNS COUNTY IMPACT FEE VOUCHER**

**(Palm Lakes PUD)**

Name and address of Developer/Grantor: Sunshine Land Holdings, LLC

Name and address of Grantee: \_\_\_\_\_

Legal description of subject property: \_\_\_\_\_

Subdivision or Master Development Plan name: **Palm Lakes PUD**

The undersigned Developer/Grantor 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.

Developer/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 Developer/Grantor.

Road Impact Fees, Ordinance #87-57 in the amount of \$\_\_\_\_\_

Developer/Grantor:

**SUNSHINE LAND HOLDINGS, LLC**

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

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

Its \_\_\_\_\_