

RESOLUTION NO. 2024 - 182

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE THE TRANSFER OF UNUSED PARK IMPACT FEE CREDITS FROM THE DURBIN CROSSING DRI TO THE DURBIN PARK WEST MULTIFAMILY (DURBIN PARK PUD).

WHEREAS, pursuant § 163.31801, Fla. Stat. (2023), the COUNTY imposes impact fees to ensure that new development bears a proportionate share of the cost of roads, parks, schools and public capital facilities necessary to serve the new development; and

WHEREAS, § 163.31801(10), Fla. Stat. (2023) allows for the transfer of unused impact fee credits to other developments under certain conditions; and

WHEREAS, the COUNTY and the developer of the Durbin Crossing DRI (DEVELOPER) entered into that certain Impact Fee Agreement (Agreement) on October 20, 2005 recorded in OR Book 2571, Page 1335 of the Official Records of St. Johns County, Florida; consistent with the Durbin Crossing DRI Development Order (Resolution 2003-61), as amended; and

WHEREAS, Section 4 of the Agreement allows for the assignment of unused park impact fee credits, subject to the approval of the COUNTY; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance 87-58 provides that impact fee credits cannot be transferred without approval of the COUNTY; and

WHEREAS, the DEVELOPER has requested to transfer \$332,968 in unused park impact fee credits to the Durbin Park West Multifamily within the Durbin Park PUD; and

WHEREAS, the Durbin Crossing DRI and the Durbin Park West Multifamily are both located in Impact Fee District 1 (Northwest), and

WHEREAS, as a condition of the proposed transfer, the DEVELOPER is required to provide the County a copy of the instrument selling, transferring, assigning or granting the above-described allocation of Park Impact Fee Credits; and

WHEREAS, transferred credits may only be applied to park impact fees due and may not be used to satisfy concurrency mitigation, if required; and

WHEREAS, the COUNTY agrees that the requested transfer meets the requirements of the Park Impact Fee Ordinance, Agreement and Florida law and will complete the transfer upon receipt of the instrument conveying the credits.

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

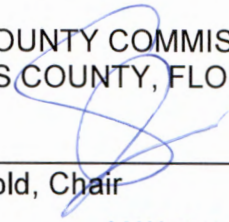
1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to approve the transfer of unused impact fee credits as described above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 7th day of May, 2024.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Robin J. Platt
Deputy Clerk

By: 
Sarah Arnold, Chair

Rendition Date: MAY 09 2024

Effective Date: MAY 07 2024



SUPPORTING DOCUMENTS

IMPACT FEE CREDIT TRANSFER REQUEST

IMPACT FEE CREDIT AGREEMENT

AND

LOCATION MAP

Durbin Crossing Community Development District

475 West Town Place, Ste 114
St. Augustine, FL 32092
Phone: 904-940-5850

March 7, 2024
Revised April 4, 2024

Via Email

Lisa Brown
Jan Trantham
Growth Management Development
St Johns County Board of County Commissioners
4040 Lewis Speedway, St. Augustine, FL 32084
lbrown@sjcfl.us, jtrantham@sjcfl.us

RE: Durbin Crossing Community Development District ("Durbin Crossing CDD") Request for Impact Fee Credit Transfer

This letter serves as a formal request to transfer \$332,968 in Park Impact Fee Credits from Durbin Crossing CDD in accordance with St. Johns County Ordinance No. 87-58 as outlined in The Road and Park Impact Fee Agreement dated October 20, 2005 recorded in Official Records Book 2571, Page 1335 of the Public Records of St Johns County, Florida by Resolution 2005-289.

Name and Address of Grantor:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT
DURBIN CROSSING DRI IMPACT ZONE 1 (NORTHWEST)
C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC
475 WEST TOWN PLACE, SUITE 114
ST AUGUSTINE, FL 32092

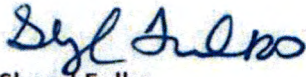
Name and Address of Grantee:

DURBIN PARK WEST DHI MULTIFAMILY
(MULTIFAM 2022-05) IMPACT FEE ZONE 1 (NORTHWEST)
C/O DHI COMMUNITIES
2500 MAITLAND CENTER PARKWAY, SUITE 311
MAITLAND, FL 32751

Legal Description of Subject Property:

ACCEND DURBIN PARK
24 MOSSY PINE LN
ST JOHNS, FL 32259
PARCEL ID 023540-0006

Thank you,



Sheryl Fulks

Governmental Management Services, LLC

Assessment Roll Administrator for the District

sfulks@gmsnf.com

Table w/ Clearance Sheets & Permit Links:

Building #	Clearance Sheet #	Permit #
Building 1	M2023-000054	12305833
Building 2	M2023-000054*001	12305918
Building 4	M2023-000054*003	12305849
Building 3	M2023-000054*002	12305926
Building 5	M2023-000054*004	12305934
Building 7	M2023-000054*006	12305872
Building 6	M2023-000054*005	12305870

Lindsey H.

RESOLUTION NO. 2005-289

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, pursuant to the Development Order for the Durbin Crossing Development of Regional Impact, approved by St. Johns County ("County") in Resolution No. 2003-61 on April 1, 2003 ("Development Order"), **Durbin Crossing, LLC**, a Florida limited liability company, **SilverTree Estates, LLC**, a Florida limited liability company, **Brickell Manor, LLC**, a Florida limited liability company, **Orchard Park Jax, LLC**, a Florida limited liability company, and **Durbin Crossing North, LLC**, a Florida limited liability company (collectively, the "Owner"), is obligated to complete or cause to be completed certain infrastructure improvements; and

WHEREAS, consistent with the Development Order, the Durbin Crossing Community Development District ("District") was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and recreation improvements required by the Development Order; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for the construction, installation, and acquisition of certain non-site related roadway improvements ("Road Impact Fee Credits"); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended ("Park Impact Fee Ordinance" and, together with "Road Impact Fee Ordinance," the "Impact Fee Ordinances"), the County requires a Feepayer to pay a park impact fee ("Park Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for certain dedications of and improvements to park facilities ("Park Impact Fee Credits" and, together with "Road Impact Fee Credits," the "Impact Fee Credits"); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including "proportionate share" or "fair share payments"), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District has submitted a proposed Road and Park Impact Fee Credit Agreement to the County, a copy of which is attached as **Exhibit A** (the "Impact Fee Credit Agreement").

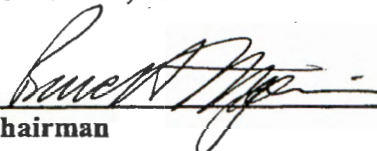
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

1. The Board of County Commissioners authorizes the County Administrator to execute the Road and Park Impact Fee Credit Agreement for those improvements and land dedications identified in the Road and Park Impact Fee Credit Agreement attached hereto as **Exhibit A**. The Road and Park Impact Fee Credit Agreement executed by the County Administrator shall be in substantially the same form as that attached hereto.

2. Upon acceptance by the County Administrator, the Clerk is instructed to record said Road and Park Impact Fee Credit Agreement in the Official Records of St. Johns County, Florida.

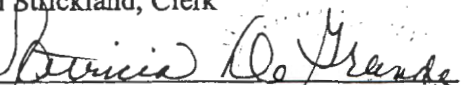
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 4th day of October, 2005.

BOARD OF COUNTY COMMISSIONS OF ST. JOHNS COUNTY, FLORIDA

BY: 
ITS: **Chairman**

ATTEST:

Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 10-6-05

ROAD AND PARK IMPACT FEE CREDIT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 2005, by and among:

The **Board of County Commissioners of St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

The **Durbin Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, with offices at 10300 N.W. 11th Manor, Coral Springs, Florida 33071 ("District").

Recitals

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, Durbin Crossing, LLC, a Florida limited liability company, SilverTree Estates, LLC, a Florida limited liability company, Brickell Manor, LLC, a Florida limited liability company, Orchard Park Jax, LLC, a Florida limited liability company, and Durbin Crossing North, LLC, a Florida limited liability company (collectively, the "Owner") own the land described in **Exhibit A** and incorporated by reference herein ("Development Property"); and

WHEREAS, pursuant to the Development Order for the Durbin Crossing Development of Regional Impact, approved by the County in Resolution No. 2003-61 on April 1, 2003 ("Development Order"), the Owner is authorized to develop a mixed use project on the Development Property; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and park improvements required by the Development Order; and

WHEREAS, the District qualifies as a Feepayer under Ordinance No. 2005-27, by undertaking to commence land development activities such as roadway improvements and park facility improvements within the Development Property; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for construction, installation, and acquisition of certain non-site related roadway improvements (“Road Impact Fee Credits”); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended (“Park Impact Fee Ordinance” and, together with “Road Impact Fee Ordinance,” the “Impact Fee Ordinances”), the County requires a Feepayer to pay a park impact fee (“Park Impact Fee”), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for dedications of and improvements to park facilities (“Park Impact Fee Credits” and, together with “Road Impact Fee Credits,” the “Impact Fee Credits”); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including “proportionate share” or “fair share payments”), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District will provide to the County a Performance Bond, an Irrevocable Letter of Credit, an Escrow Agreement, or funded commitment (adequate construction funds held in trust pursuant to a bond indenture), as financial assurance that the improvements in the Development Order will be completed as required (“Financial Assurance”); and

WHEREAS, pursuant to the terms of the Impact Fee Ordinances, the County and the District desire to enter into this Agreement to set forth the terms and conditions upon which Impact Fee Credits shall be available in consideration of the District’s financing, construction, acquisition, dedication and/or installation of certain improvements and real property, and provide a framework for the management of Impact Fee Credits to which the District may be entitled.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ELIGIBLE IMPROVEMENTS.

(A) The District intends to finance, construct, acquire, and install the roadway improvements identified in **Exhibit B** attached hereto and incorporated by reference herein ("Eligible Roadway Improvements"), as required by the Development Order for the Durbin Crossing Development of Regional Impact.

(B) The District intends to dedicate and improve the park facilities identified in **Exhibit C** attached hereto and incorporated by reference herein ("Eligible Park Improvements"), as required by the Development Order for the Durbin Crossing Development of Regional Impact.

SECTION 3. IMPACT FEE CREDITS.

(A) The District's financing, construction, acquisition, and installation of the Eligible Roadway Improvements shall give rise to Road Impact Fees totaling not more than Eighteen Million, Five Hundred and Seventy-Eight Thousand, Seven Hundred and Three Dollars (\$18,578,703.00), which shall be available, in whole or in part, upon County acceptance of the District's Financial Assurance ("Road Impact Fee Credit Account").

(B) The District's financing, construction, acquisition, installation, and dedication of the Eligible Park Improvements shall give rise to Park Impact Fees totaling not more than Two Million, Two Hundred and Forty-Nine Thousand, Eight Hundred Ninety-Four Dollars (\$2,249,894.00), which shall be available upon County acceptance of the District's Financial Assurance "Park Impact Fee Credit Account").

SECTION 4. METHOD OF ISSUANCE. From and after the date thereof, so long as the District has a balance remaining in its Road Impact Fee Credit Account and Park Impact Fee Credit Account, all Feepayers applying for Electrical Energizing in connection with any construction within the Development Property shall pay the amount due under the then current Impact Fee Ordinances directly to the District. Then, for so long as the Impact Fee Credits for which the District has issued vouchers under this Agreement is less than the Impact Fee Credits authorized by this Agreement, the District shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees and Park Impact Fees. The voucher issued by the District, in substantially the same form as **Exhibit D** attached hereto and incorporated by reference herein, shall contain a statement setting forth the amount of Road Impact Fees and Park Impact Fees paid. Upon presentation of such voucher to the County 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 and Park Impact Fee Credit Account, as appropriate.

SECTION 5. ANNUAL ACCOUNTING. On or before January 31 of each year, so long as there remains a balance of Impact Fee Credits in either the Road Impact Fee Credit Account or Park Impact Fee Credit Account, the District shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee and Park Impact Fee payments made by Feepayers and the remaining balance of Impact Fee Credits.

SECTION 6. COMPLETION. At such time as the Impact Fee Credits provided for hereunder have been exhausted, Feepayers seeking Electrical Energizing within the Development Property shall pay directly to the County the Road Impact Fee and Park Impact Fee as are then due and payable under the Impact Fee Ordinances in effect at that time. Until such time, Feepayers within the project shall be instructed by the County to pay its Road Impact Fee and Park Impact Fee (as applicable) directly to the District.

SECTION 7. MISCELLANEOUS PROVISIONS.

(A) 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 provision the laws and Ordinances shall apply.

(B) 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 Impact Fee Ordinances and other applicable ordinances ("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.

(C) The Parties agree that the Impact Fee Ordinances limit the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due from the project.

(D) 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.

(E) The Agreement, and any exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(F) This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

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

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

(I) All notices, requests, consents and other communications under this Agreement

("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the County:** County Administrator
St. Johns County
Post Office Drawer 349
St. Augustine, Florida 32085-0349
- B. **If to the District:** Durbin Crossing Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

With a copy to: Pappas, Metcalf, Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202
Attn: John G. Metcalf, Esq.

and

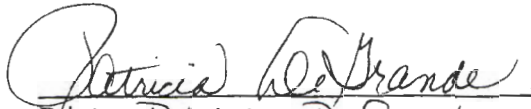
Cheryl G. Stuart, Esq.
Hopping Green & Sams
123 South Calhoun Street
Tallahassee, Florida 32301


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

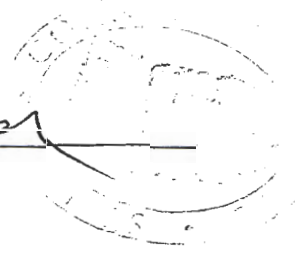
IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

Attest: Cheryl Strickland

St. Johns County, Florida


Print: Patricia DeGrande
Deputy Clerk

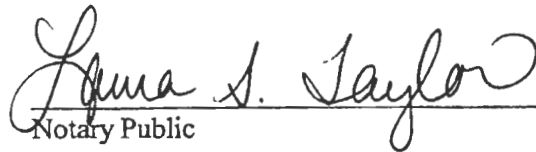

Ben W. Adams, Jr.
County Administrator



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of Oct, 2005, by **Ben W. Adams, Jr.**, County Administrator for **St. Johns County, Florida**, a political subdivision of the State of Florida, on behalf of St. Johns County, Florida. He is personally known to me or has produced _____ as identification.




Notary Public
Print Name: _____
My Commission Expires: _____

RECEIVED

OCT 21 2005

ST. JOHNS COUNTY
PLANNING DEPARTMENT

Attest:

Durbin Crossing Community
Development District

By: Susan Wood
Print: Susan Wood
Its: Supervisor and Assistant Secretary

By: Jason Sessions
Print: Jason Sessions
Its: Vice Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Agreement was acknowledged before me this 20th day of October, 2005, by Jason Sessions, as Vice Chairman of Durbin Crossing Community Development District



Ruth F. Docuyanan
Notary Public

Print Name: _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

~~STATE OF FLORIDA~~
~~COUNTY OF ST. JOHNS~~

~~The foregoing Agreement was acknowledged before me this _____ day of _____, 2005, by _____ as _____ of _____~~

~~Notary Public~~
~~Print Name: _____~~
~~My Commission Expires: _____~~
~~Personally Known _____~~
~~or Produced I.D. _____~~
~~[check one of the above]~~
~~Type of Identification Produced _____~~

**EXHIBIT A: LEGAL DESCRIPTION
OF THE DEVELOPMENT PROPERTY**

EXHIBIT "A"

DURBIN CROSSING

A PART OF SECTIONS 1, 3, 11, 12, 13 AND 14, TOWNSHIP 5 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTIONS 6, 7 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 02°48'18" WEST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2887.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 88°59'48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 2, A DISTANCE OF 2881.53 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 02°22'48" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1384.31 FEET; THENCE NORTH 88°31'02" EAST, A DISTANCE OF 1318.81 FEET; THENCE NORTH 02°14'53" WEST, A DISTANCE OF 1340.72 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE NORTH 88°18'53" EAST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1320.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°10'38" EAST ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2858.01 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 03°00'20" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 1348.88 FEET; THENCE NORTH 86°14'31" EAST, A DISTANCE OF 2444.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (A 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 12°50'23" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.50 FEET; THENCE SOUTH 13°08'18" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3220.08 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 833.16 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°08'27" EAST AND A CHORD DISTANCE OF 309.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°04'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1409.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 518.12 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 303.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°19'23" EAST AND A CHORD DISTANCE OF 298.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°34'08" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 455.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 578.44 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 423.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°31'17" EAST AND A CHORD DISTANCE OF 413.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46°28'24" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.24 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 477.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°25'02" EAST AND A CHORD DISTANCE OF 342.55 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 25°23'14" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 122.52 FEET; THENCE SOUTH 18°05'25" WEST ALONG A LINE 10.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL ROAD AND BEING ALONG THE EASTERLY EDGE OF SAID ROAD, A DISTANCE OF 480.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°52'97" WEST AND A CHORD DISTANCE OF 230.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°19'31" EAST CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 3147.16 FEET; THENCE SOUTH 08°02'32" WEST CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 842.87 FEET TO A POINT ON THE EASTERLY LINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2178, PAGE 27 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA; THENCE SOUTH 08°21'50" EAST LEAVING SAID TRAIL ROAD AND ALONG SAID EASTERLY EASEMENT LINE, A DISTANCE OF 884.89 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1278, PAGE 885, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASEMENT LINE SOUTH 01°33'38" WEST, A DISTANCE OF 788.78 FEET TO THE NORTHEAST CORNER OF PARCEL NO. 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1278, PAGE 885, OF SAID PUBLIC RECORDS ALSO BEING A POINT ON THE WESTERLY LINE OF SAID 150.00 WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT; THENCE SOUTH 80°38'52" WEST ALONG THE NORTH LINE OF SAID PARCEL NO. 3 AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 1138.84 FEET TO A POINT ON THE NORTHEASTLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 328 OF SAID PUBLIC RECORDS; THENCE WESTERLY NORTHERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID LANDS FOLLOWING 22 COURSES; COURSE NO. 1) NORTH 05°53'58" WEST, A DISTANCE OF 818.40 FEET; COURSE NO. 2) NORTH 17°20'53" WEST, A DISTANCE OF 213.11 FEET; COURSE NO. 3) NORTH 7°31'02" WEST, A DISTANCE OF 638.08 FEET; COURSE NO. 4) NORTH 13°44'44" WEST, A DISTANCE OF 211.55 FEET; COURSE NO. 5) NORTH 31°38'18" WEST, A DISTANCE OF 875.98 FEET; COURSE NO. 6) NORTH 53°33'48" WEST, A DISTANCE OF 238.22 FEET; COURSE NO. 7) NORTH 88°28'28" WEST, A DISTANCE OF 878.83 FEET; COURSE NO. 8) NORTH 48°30'58" WEST, A DISTANCE OF 840.21 FEET; COURSE NO. 9) SOUTH 87°52'18" WEST, A DISTANCE OF 413.48 FEET; COURSE NO. 10) SOUTH 17°18'40" WEST, A DISTANCE OF 338.73 FEET; COURSE NO. 11) SOUTH 82°27'31" WEST, A DISTANCE OF 186.82 FEET; COURSE NO. 12) NORTH 88°54'28" WEST, A DISTANCE OF 288.00 FEET; COURSE NO. 13) NORTH 85°31'28" WEST, A DISTANCE OF 480.00 FEET; COURSE NO. 14) NORTH 50°40'57" WEST, A DISTANCE OF 451.81 FEET; COURSE NO. 15) NORTH 20°28'22" WEST, A DISTANCE OF 108.00 FEET; COURSE NO. 16) NORTH 02°01'18" EAST, A DISTANCE OF 401.88 FEET; COURSE NO. 17) NORTH 87°38'22" WEST, A DISTANCE OF 248.00 FEET; COURSE NO. 18) NORTH 80°08'30" WEST, A DISTANCE OF 284.81 FEET; COURSE NO. 19) SOUTH 80°04'20" WEST, A DISTANCE OF 411.88 FEET; COURSE NO. 20) SOUTH 42°57'55" WEST, A DISTANCE OF 250.05 FEET; COURSE NO. 21) SOUTH 52°34'50" WEST, A DISTANCE OF 803.81 FEET; COURSE NO. 22) SOUTH 34°07'31" WEST, A DISTANCE OF 1311.18 FEET; THENCE DEPARTING SAID LANDS, NORTH 30°30'08" WEST, A DISTANCE OF 2272.31 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 02°48'51" WEST, A DISTANCE OF 8404.28 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 09°24'45" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1802.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2848.47 ACRES MORE OR LESS.

LESS AND EXCEPT
DURBIN CROSSING JEA OUT PARCEL

A PART OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°44'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 1341.88 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2178, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 08°21'51" WEST ALONG SAID CENTERLINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 804.57 FEET; THENCE SOUTH 81°58'23" WEST ALONG THE CENTERLINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 886.83 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 28°03'37" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°03'37" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 81°58'23" WEST, A DISTANCE OF 217.33 FEET; THENCE SOUTH 81°19'30" WEST, A DISTANCE OF 122.50 FEET; THENCE NORTH 11°19'01" EAST, A DISTANCE OF 35.55 FEET; THENCE NORTH 38°44'51" WEST, A DISTANCE OF 82.50 FEET; THENCE NORTH 08°40'30" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81°19'30" EAST, A DISTANCE OF 114.89 FEET; THENCE NORTH 81°58'23" EAST, A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.19 ACRES MORE OR LESS.

THE ABOVE DESCRIBED JEA OUT EXCEPTION PARCEL BEING THE SAME LANDS AS THOSE INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 819, PAGE 1114, PARCEL 2 OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA.

LESS AND EXCEPT
Overlap Exception Parcel

A portion of Sections 7 and 18, Township 5 South, Range 28 East, St. John's County, Florida, also being a portion of those lands described and recorded in Official Records Book 1820, Page 1342 of the Public Records of said St. John's County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 7; thence North 87° 19' 24" East, along the Northerly line of said Section 7, a distance of 288.38 feet to its intersection with the Southwesterly right of way line of Russell Sampson Road, a 80 foot right of way as presently established; thence along said Southwesterly right of way line the following six courses: Course 1, thence South 41° 04' 11" East, departing said Northerly line, 822.18 feet to the point of curvature of a curve concave Southwesterly, having a radius of 518.12 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of 33° 30' 14", an arc length of 302.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24° 19' 04" East, 288.87 feet; Course 3, thence South 07° 33' 57" East, 458.58 feet to the point of curvature of a curve concave Northeasterly, having a radius of 578.44 feet; Course 4, thence Southwesterly, along the arc of said curve, through a central angle of 41° 51' 10", an arc length of 423.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28° 32' 02" East, 413.89 feet; Course 5, thence South 48° 30' 08" East, 288.88 feet to a point on a non-tangency curve concave Southwesterly, having a radius of 477.02 feet; Course 6, thence Southwesterly, along the arc of said curve, through a central angle of 04° 27' 00", an arc length of 370.78 feet to a point on said curve, said point being the Northerly most corner of said Official Records Book 1820, Page 1342, said arc being subtended by a chord bearing and distance of South 47° 14' 17" East, 370.88 feet; thence South 53° 38' 18" West, departing said Southwesterly right of way line and along the Westerly line of said lands, 88.80 feet to the Point of Beginning.

From said Point of Beginning, thence South 25° 21' 32" West, departing said Westerly line of Official Records Book 1820, Page 1342, a distance of 83.80 feet; thence South 18° 03' 43" West, 480.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 850.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 20° 24' 58", an arc length of 231.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07° 51' 15" West, 230.38 feet; thence South 02° 18' 38" East, 3148.98 feet; thence South 08° 02' 28" West, 148.50 feet to its intersection with said Westerly line of Official Records Book 1820, Page 1342; thence along said Westerly line the following three courses: Course 1, thence North 02° 23' 50" West, 2570.82 feet to the point of curvature of a curve concave Southwesterly, having a radius of 500.00 feet; Course 2, thence Northwesterly, along the arc of said curve, through a central angle of 88° 13' 08", an arc length of 480.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 25° 32' 44" East, 471.16 feet; Course 3, thence North 53° 38' 18" East, 71.14 feet to the Point of Beginning.

Containing 3.89 acres, more or less.

CONTAINING A TOTAL ACREAGE OF (2848.47 - 1.18 - 3.89) = 2845.33 ACRES MORE OR LESS

Jea Parcel 1
 PE 4780
 APR 05 2005

Englund-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No. 2584
 Phone No. (904) 842-8990
 Fax No. (904) 848-9485.

LEGAL DESCRIPTION

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	N/A
PLATE NO:	3

EXHIBIT B: ELIGIBLE ROAD IMPROVEMENTS
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following roadway improvements required by the Development Order:

- (i) East/West Connector (CR-223 to Durbin Crossing). Construct a two-lane undivided urban section roadway from the intersection of the East/West Connector with CR-223 to the first intersection within the Durbin Crossing project and cause to be conveyed or dedicated by plat to St. Johns County, free of liens and encumbrances, at no cost to the County, a 150' wide right of way (for the portion outside the boundaries of Durbin Crossing) and a 130' wide right of way (for the portion inside the boundaries of Durbin Crossing) sufficient for a four-lane divided urban section from CR 223 to the first intersection with Durbin Crossing. The improvements have an estimated cost of \$1,546,382 in 2004 Dollars (does not include costs for right-of-way).
- (ii) East/West Connector (Durbin Crossing to Russell Sampson Road). Construct a four-lane divided urban section roadway from the eastern terminus of the roadway segment described in (i) above to Russell Sampson Road and cause to be conveyed or dedicated by plat to St. Johns County, free of liens and encumbrances at no cost to the County, a 130' wide right of way sufficient for a four-lane divided urban section. The construction obligations of the District with regard to this

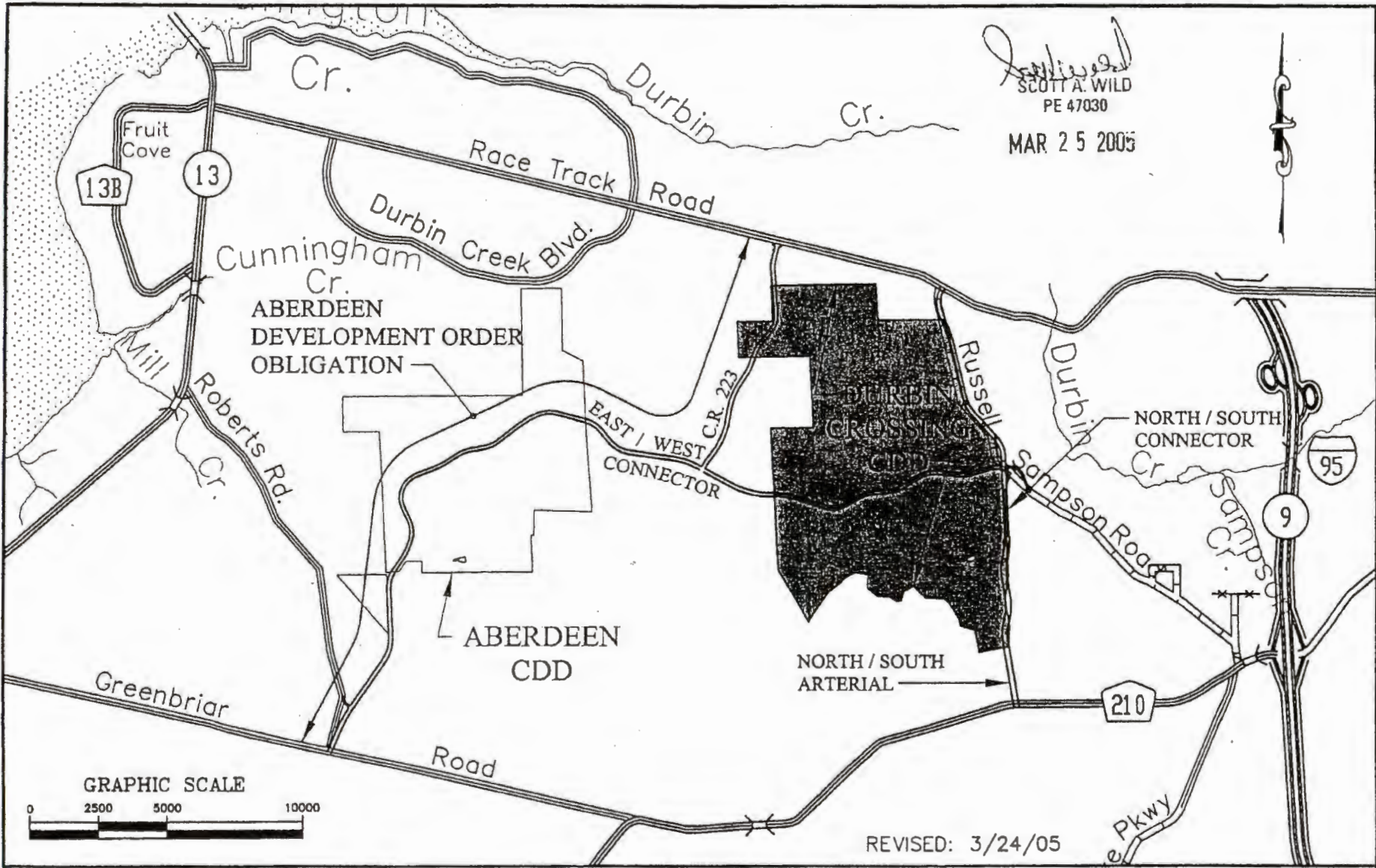
road segment shall include all necessary intersection improvements at the Russell Sampson Road intersection, including signalization when warranted (if warranted prior to buildout) and turn lanes. The improvements have an estimated cost of \$6,766,732 in 2004 Dollars (does not include costs for right-of-way).

(iii) North/South Arterial (CR-210 to North/South Connector). Construct a four-lane divided urban section roadway and cause to be conveyed or dedicated by plat to St. Johns County a 200' wide right of way sufficient for a four-lane divided urban section, free of liens and encumbrances at no cost to St. Johns County from CR-210 to the North/South Connector. The construction obligations of the District with regard to this road segment shall include turn lanes and other similar intersection improvements to CR 210. The improvements have an estimated cost of \$4,383,228 in 2004 Dollars (does not include costs for right-of-way).

(iv) North/South Connector (North/South Arterial to Russell Sampson Road). Construct a two-lane undivided urban section roadway and cause to be conveyed or dedicated by plat to St. Johns County a 150' wide right of way sufficient for a four-lane divided urban section to St. Johns County, free of liens and encumbrances at no cost to St. Johns County, from the North/South Arterial to Russell Sampson Road. The

improvements have an estimated cost of \$1,370,999 in 2004 Dollars (does not include costs for right-of-way).

- (v) Russell Sampson Road. Construct two-lane undivided urban section roadway from the North/South Connector to Race Track Road and cause to be conveyed or dedicated by plat to St. Johns County a 150' wide right of way sufficient for a four-lane divided urban section, free of liens and encumbrances at no cost to St. Johns County. The construction obligations of the District with regard to this road segment shall include construction of turn lanes and other similar intersection improvements at Race Track Road and shall include signalization when warranted (if warranted prior to buildout). The improvements have an estimated cost of \$4,511,362 in 2004 Dollars (does not include costs for right-of-way).



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LOCATION MAP

DURBIN CROSSING FOR DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 5,000'
PLATE NO:	1

DURBIN CROSSING

A PART OF SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 5 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTIONS 6, 7 AND 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 02°48'15" WEST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2687.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 88°59'48" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, A DISTANCE OF 2681.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE NORTH 02°22'48" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1364.91 FEET; THENCE NORTH 89°31'52" EAST, A DISTANCE OF 1318.81 FEET; THENCE NORTH 02°14'58" WEST, A DISTANCE OF 1340.72 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE NORTH 89°18'52" EAST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1320.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°10'58" EAST ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2658.01 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 03°00'20" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 1346.55 FEET; THENCE NORTH 89°14'51" EAST, A DISTANCE OF 2448.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 12°50'25" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.50 FEET; THENCE SOUTH 17°08'18" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3220.08 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 833.16 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 306.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°08'27" EAST AND A CHORD DISTANCE OF 305.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°04'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1409.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 518.12 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 303.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°19'22" EAST AND A CHORD DISTANCE OF 288.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°34'09" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 455.49 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 378.44 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 423.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°31'17" EAST AND A CHORD DISTANCE OF 413.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°29'14" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.24 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4773.82 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°25'02" EAST AND A CHORD DISTANCE OF 342.55 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 25°23'14" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 122.52 FEET; THENCE SOUTH 18°05'25" WEST ALONG A LINE 10.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF A TRAIL ROAD AND BEING ALONG THE EASTERLY EDGE OF SAID ROAD, A DISTANCE OF 480.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°25'57" WEST AND A CHORD DISTANCE OF 230.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°18'21" EAST CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 3147.18 FEET; THENCE SOUTH 08°02'32" WEST CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 842.87 FEET TO A POINT ON THE EASTERLY LINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2178, PAGE 27 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 09°21'50" EAST LEAVING SAID TRAIL ROAD AND ALONG SAID EASTERLY EASEMENT LINE, A DISTANCE OF 998.59 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1278, PAGE 885, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASEMENT LINE SOUTH 01°37'36" WEST, A DISTANCE OF 786.78 FEET TO THE NORTHEAST CORNER OF PARCEL NO. 5 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1278, PAGE 885 OF SAID PUBLIC RECORDS; THENCE ALSO BEING A POINT ON THE WESTERLY LINE OF SAID 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT; THENCE SOUTH 80°38'59" WEST ALONG THE NORTH LINE OF SAID PARCEL NO. 5 AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 1139.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 338 OF SAID PUBLIC RECORDS; THENCE WESTERLY NORTHERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING 22 COURSES: COURSE NO. 1) NORTH 09°55'58" WEST, A DISTANCE OF 818.40 FEET; COURSE NO. 2) NORTH 17°20'53" WEST, A DISTANCE OF 213.11 FEET; COURSE NO. 3) NORTH 73°12'02" WEST, A DISTANCE OF 536.08 FEET; COURSE NO. 4) NORTH 15°48'44" WEST, A DISTANCE OF 311.58 FEET; COURSE NO. 5) NORTH 31°38'15" WEST, A DISTANCE OF 675.88 FEET; COURSE NO. 6) NORTH 53°33'48" WEST, A DISTANCE OF 238.22 FEET; COURSE NO. 7) NORTH 88°39'28" WEST, A DISTANCE OF 875.83 FEET; COURSE NO. 8) NORTH 48°30'55" WEST, A DISTANCE OF 640.21 FEET; COURSE NO. 9) SOUTH 57°52'18" WEST, A DISTANCE OF 413.48 FEET; COURSE NO. 10) SOUTH 17°18'40" WEST, A DISTANCE OF 338.73 FEET; COURSE NO. 11) SOUTH 82°27'31" WEST, A DISTANCE OF 180.82 FEET; COURSE NO. 12) NORTH 55°54'28" WEST, A DISTANCE OF 245.00 FEET; COURSE NO. 13) NORTH 85°31'28" WEST, A DISTANCE OF 480.00 FEET; COURSE NO. 14) NORTH 50°40'37" WEST, A DISTANCE OF 451.81 FEET; COURSE NO. 15) NORTH 20°38'22" WEST, A DISTANCE OF 105.00 FEET; COURSE NO. 16) NORTH 06°03'15" EAST, A DISTANCE OF 401.88 FEET; COURSE NO. 17) NORTH 87°59'52" WEST, A DISTANCE OF 245.00 FEET; COURSE NO. 18) NORTH 88°08'30" WEST, A DISTANCE OF 284.91 FEET; COURSE NO. 19) SOUTH 80°04'20" WEST, A DISTANCE OF 411.95 FEET; COURSE NO. 20) SOUTH 42°57'55" WEST, A DISTANCE OF 250.00 FEET; COURSE NO. 21) SOUTH 52°34'50" WEST, A DISTANCE OF 603.81 FEET; COURSE NO. 22) SOUTH 34°07'31" WEST, A DISTANCE OF 1311.18 FEET; THENCE DEPARTING SAID LANDS, NORTH 30°30'04" WEST, A DISTANCE OF 2274.31 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 02°48'51" WEST, A DISTANCE OF 5404.28 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 89°24'45" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1802.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2048.47 ACRES MORE OR LESS.

LESS AND EXCEPT
DURBIN CROSSING JEA OUT PARCEL.

A PART OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°44'03" EAST ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 1341.88 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2178, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09°21'51" WEST ALONG SAID CENTERLINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 804.57 FEET; THENCE SOUTH 81°58'23" WEST ALONG THE CENTERLINE OF A 130.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 886.63 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 28°03'37" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°03'37" EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 81°58'23" WEST, A DISTANCE OF 217.33 FEET; THENCE NORTH 81°19'30" WEST, A DISTANCE OF 122.50 FEET; THENCE NORTH 11°19'01" EAST, A DISTANCE OF 55.55 FEET; THENCE NORTH 38°44'31" WEST, A DISTANCE OF 82.50 FEET; THENCE NORTH 08°40'30" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81°19'30" EAST, A DISTANCE OF 114.99 FEET; THENCE NORTH 81°58'23" EAST, A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.15 ACRES MORE OR LESS.

THE ABOVE DESCRIBED JEA OUT EXCEPTION PARCEL BEING THE SAME LANDS AS THOSE INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 919, PAGE 1114, PARCEL 2 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT
Overlap Exception Parcel

A portion of Sections 7 and 18, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of these lands described and measured in Official Records Book 1820, Page 1342 of the Public Records of said St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 7; thence North 87° 19' 28" East, along the Northerly line of said Section 7, a distance of 985.33 feet to its intersection with the Southwesterly right of way line of Russell Sampson Road, a 60 foot right of way as presently established; thence along said Southwesterly right of way line the following six courses: Course 1, thence South 41° 04' 11" East, departing said Northerly line, 622.18 feet to the point of curvature of a curve concave Southwesterly, having a radius of 518.12 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of 33° 30' 14", an arc length of 302.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24° 19' 04" East, 298.87 feet; Course 3, thence South 07° 33' 57" East, 455.58 feet to the point of curvature of a curve concave Northwesterly, having a radius of 578.44 feet; Course 4, thence Southwesterly, along the arc of said curve, through a central angle of 41° 58' 10", an arc length of 423.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28° 32' 02" East, 413.89 feet; Course 5, thence South 49° 30' 06" East, 89.88 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 4773.82 feet; Course 6, thence Southwesterly, along the arc of said curve, through a central angle of 04° 27' 00", an arc length of 370.75 feet to a point on said curve, said point being the Northerly most corner of said Official Records Book 1820, Page 1342, said arc being subtended by a chord bearing and distance of South 47° 14' 17" East, 370.68 feet; thence South 53° 38' 18" West, departing said Southwesterly right of way line and along the Westerly line of said lands, 53.80 feet to the Point of Beginning.

From said Point of Beginning, thence South 25° 21' 32" West, departing said Westerly line of Official Records Book 1820, Page 1342, a distance of 83.60 feet; thence South 18° 03' 43" West, 480.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 850.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 20° 24' 58", an arc length of 231.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07° 51' 16" West, 230.38 feet; thence South 02° 18' 36" East, 3148.98 feet; thence South 08° 02' 28" West, 149.50 feet to its intersection with said Westerly line of Official Records Book 1820, Page 1342; thence along said Westerly line the following three courses: Course 1, thence North 02° 33' 50" West, 3570.92 feet to the point of curvature of a curve concave Southwesterly, having a radius of 500.00 feet; Course 2, thence Northwesterly, along the arc of said curve, through a central angle of 68° 13' 09", an arc length of 480.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29° 32' 44" East, 471.18 feet; Course 3, thence North 53° 38' 18" East, 71.14 feet to the Point of Beginning.

Containing 3.88 acres, more or less.

CONTAINING A TOTAL ACRAGE OF (2048.47 - 1.15 - 3.88) = 2041.33 ACRES MORE OR LESS

DEAN SEXTON, WILD
170316
APR 05 2005

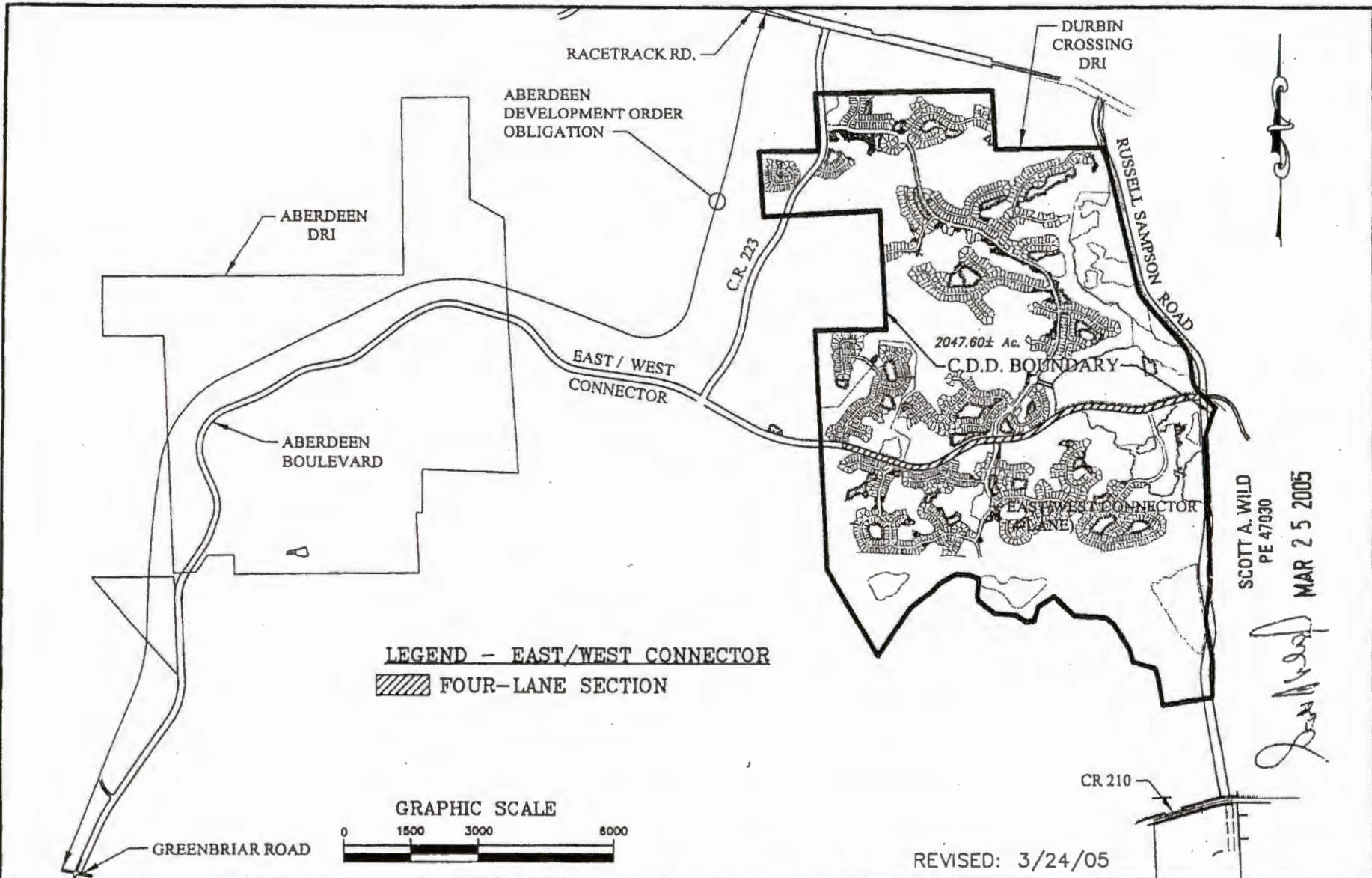
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England-Thimms & Miller, Inc. ENGINEERS - PLANNERS SURVEYORS - LANDSCAPE ARCHITECTS 14775 St. Augustine Road Jacksonville, Florida 32256 Certificate of Authorization No.: 2584 Phone No. (904) 642-8990 Fax No. (904) 648-9485

LEGAL DESCRIPTION

DURBIN CROSSING FOR DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	N/A
PLATE NO:	3



SCOTT A. WILD
PE 47030
MAR 25 2005

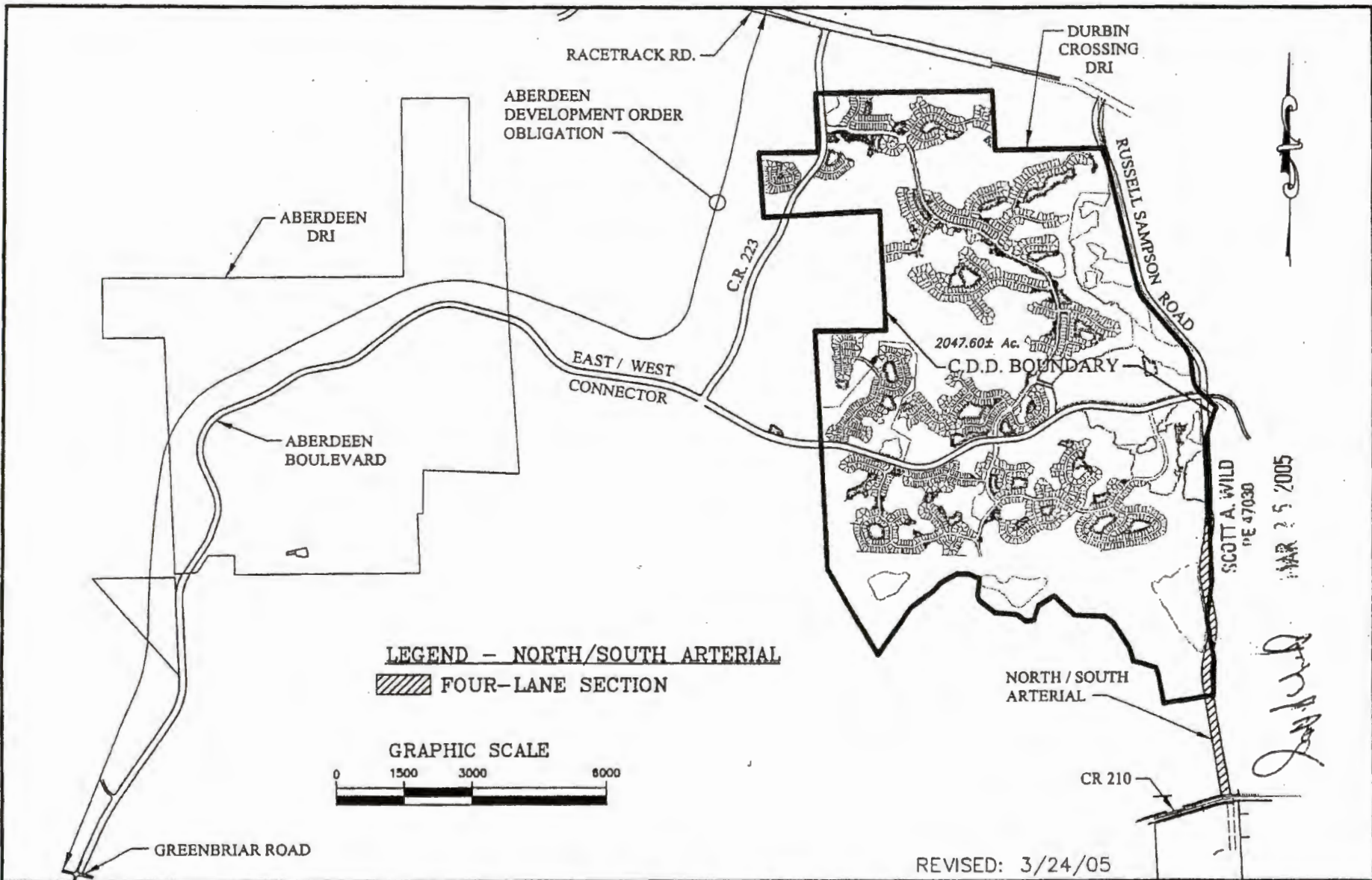
Scott A. Wild

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 842-8990
Fax No. (904) 846-9485

**EAST/WEST CONNECTOR (4-LANE)
TRANSPORTATION IMPROVEMENT PLAN**

DURBIN CROSSING
FOR
DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO:	4



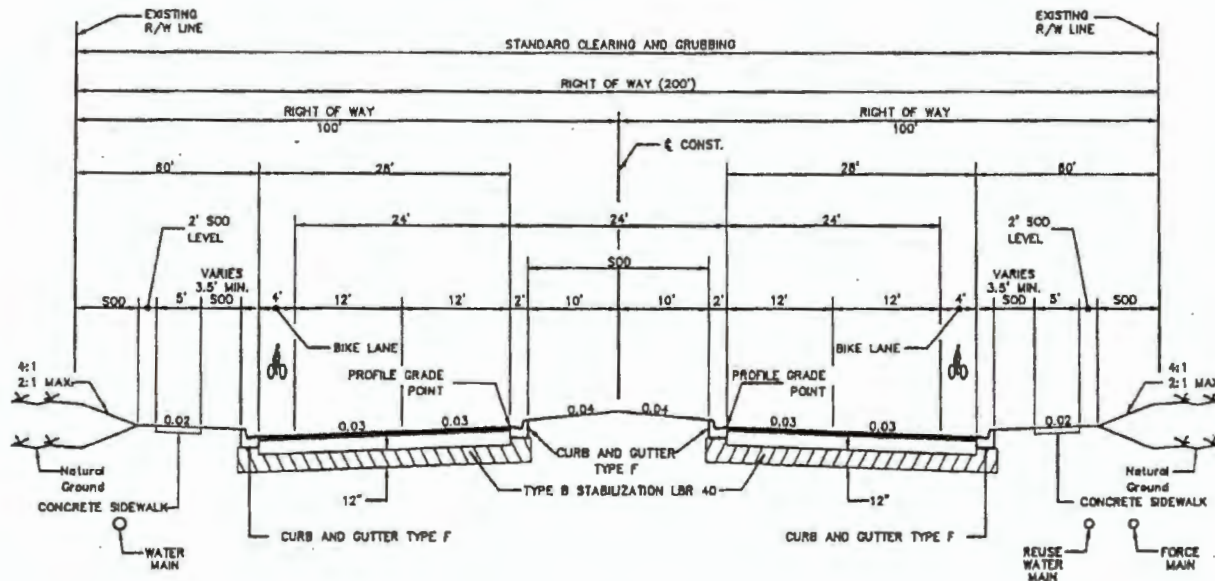
England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
 Phone No. (904) 642-8990
 Fax No. (904) 646-3485

**NORTH/SOUTH ARTERIAL
 TRANSPORTATION IMPROVEMENT PLAN**

**DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD**

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO:	12

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SCOTT A. WILD
PE 47030

MAR 25 2005

Scott Wild

NORTH/SOUTH ARTERIAL
 STA. 112+22.06 TO STA. 175+25.50
 (FROM C.R. 210 TO NORTH/SOUTH CONNECTOR)
 200' RIGHT OF WAY - 4 LANE URBAN SECTION

DESIGN SPEED, 50 MPH

REVISED: 3/24/05

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
 Phone No. (904) 842-8990
 Fax No. (904) 848-9485

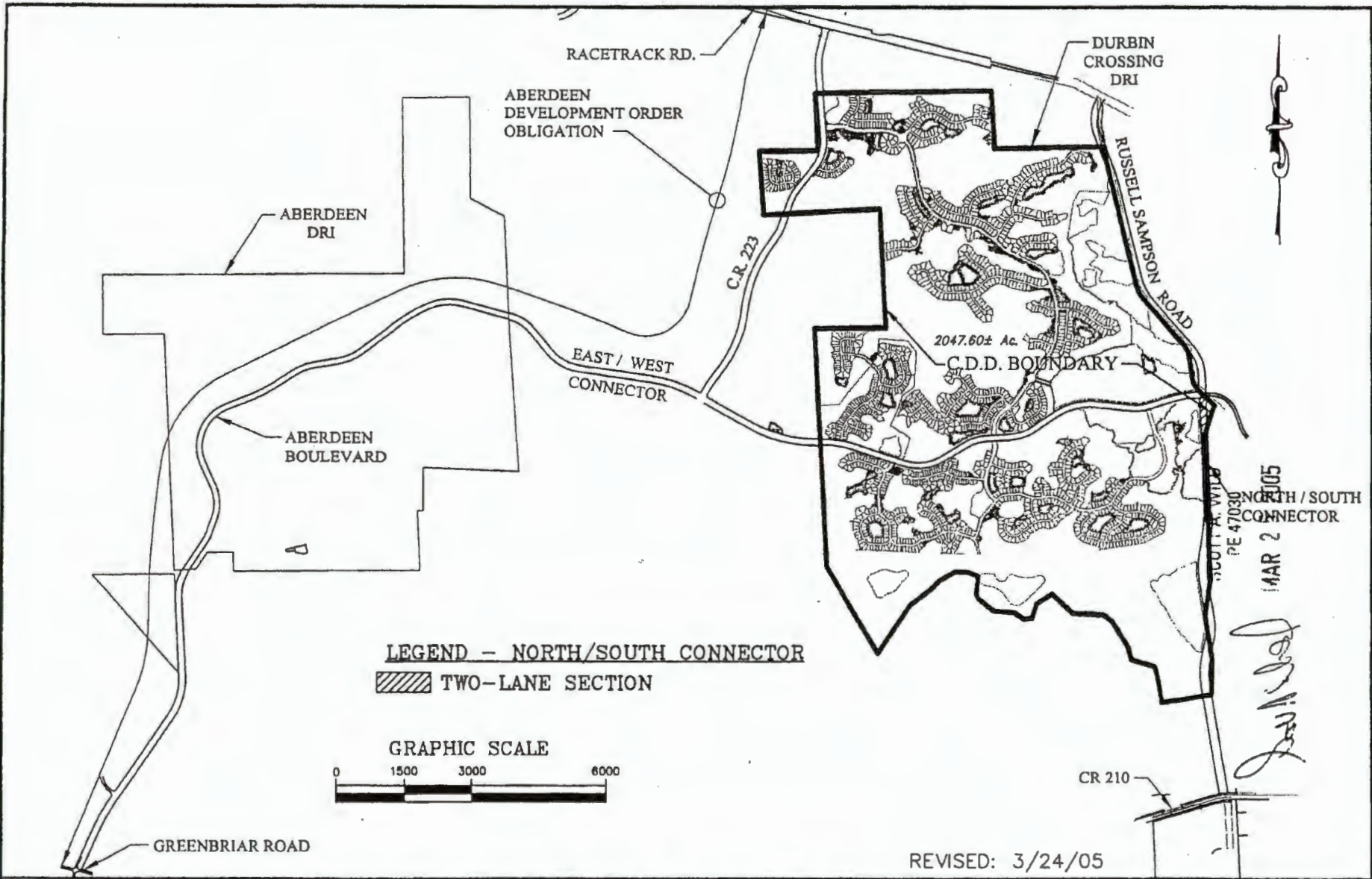
TYPICAL SECTION
NORTH / SOUTH ARTERIAL
 DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO. E02-190

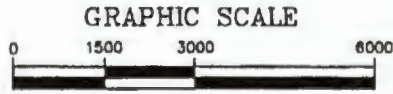
DATE: JANUARY, 2004

SCALE: 1" = 20"

PLATE NO: 13



LEGEND - NORTH/SOUTH CONNECTOR
 [Hatched Box] TWO-LANE SECTION



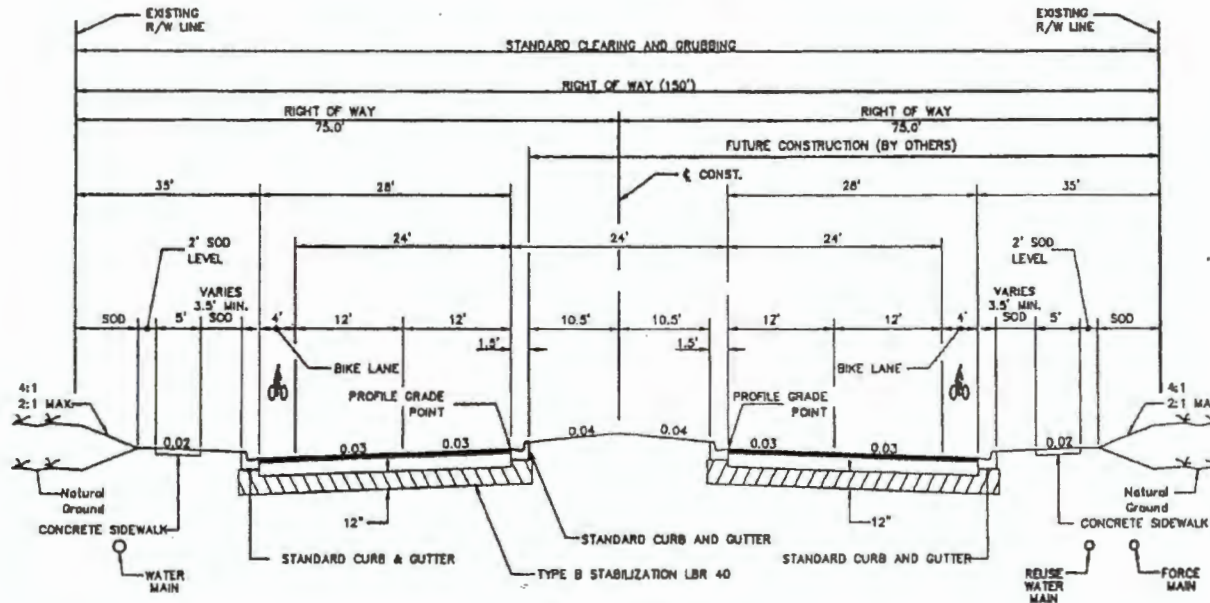
REVISED: 3/24/05

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
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**NORTH/SOUTH CONNECTOR
 TRANSPORTATION IMPROVEMENT PLAN**

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO:	10



SCOTT A. WILD
PE 47030
MAR 25 2005

Scott A. Wild

NOTE: IN SOME LOCATIONS, THE OUTSIDE LANES (12' LANE AND 4' BIKE PATH) WILL BE CONSTRUCTED AS AN ALTERNATIVE TO THE TYPICAL SECTION DEPICTED HEREON.

NORTH/SOUTH CONNECTOR

STA. 84+18.90 TO STA. 112+22.06
(FROM NORTH / SOUTH ARTERIAL TO
RUSSELL SAMPSON ROAD)
150' RIGHT OF WAY - 2 LANES OF FUTURE 4 LANE URBAN SECTION

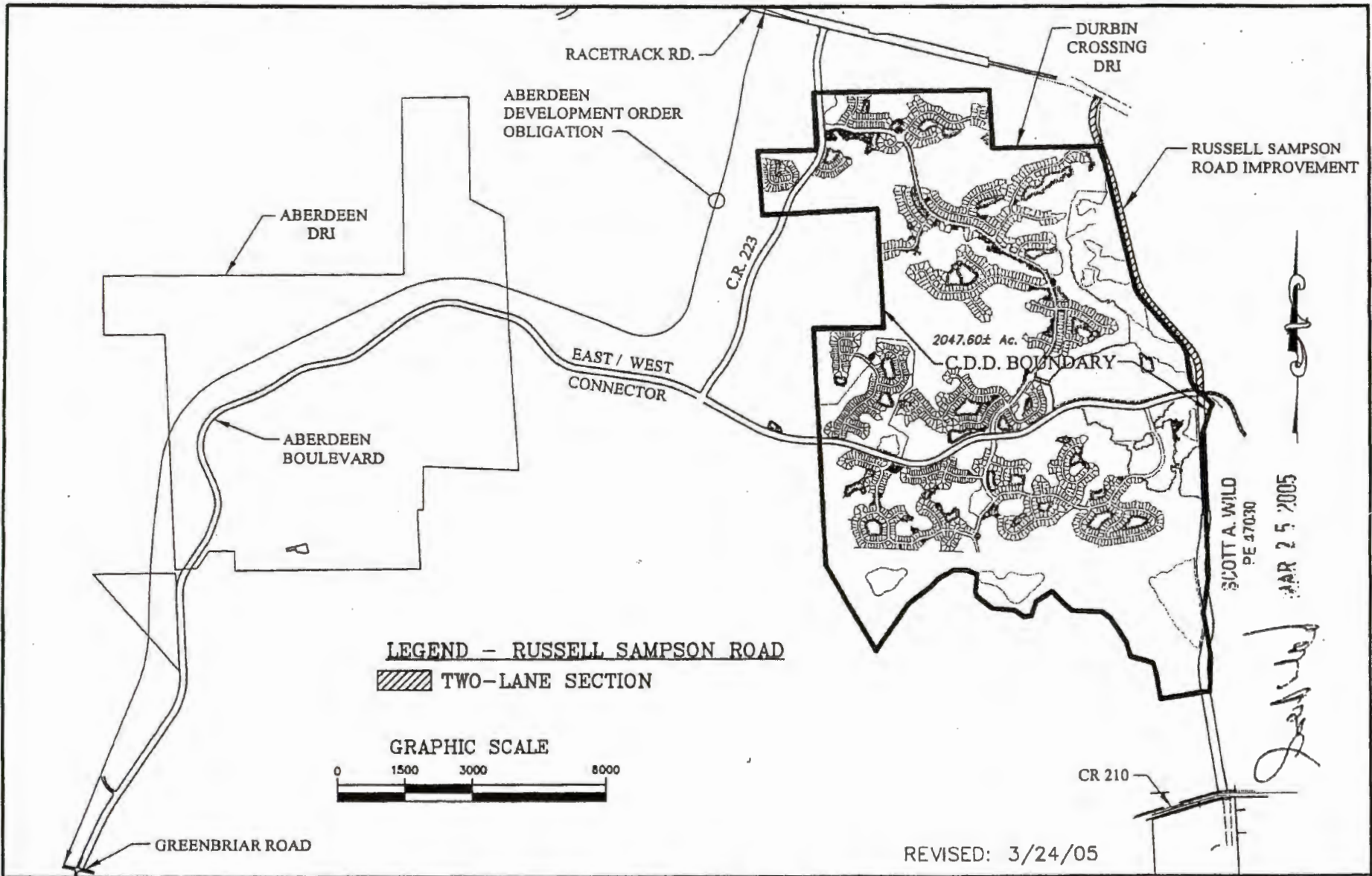
DESIGN SPEED: 50 MPH

REVISED: 3/24/05

England-Thimys & Miller, Inc.
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32255
Certificate of Authorization No.: 2584
Phone No. (904) 842-8990
Fax No. (904) 848-9485

**TYPICAL SECTION
NORTH / SOUTH CONNECTOR**
DURBIN CROSSING
FOR
DURBIN CROSSING CDD

ETM. NO. E02-190
DATE: JANUARY, 2004
SCALE: 1" = 20"
PLATE NO: 11



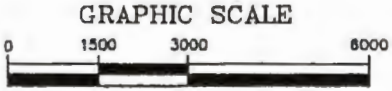
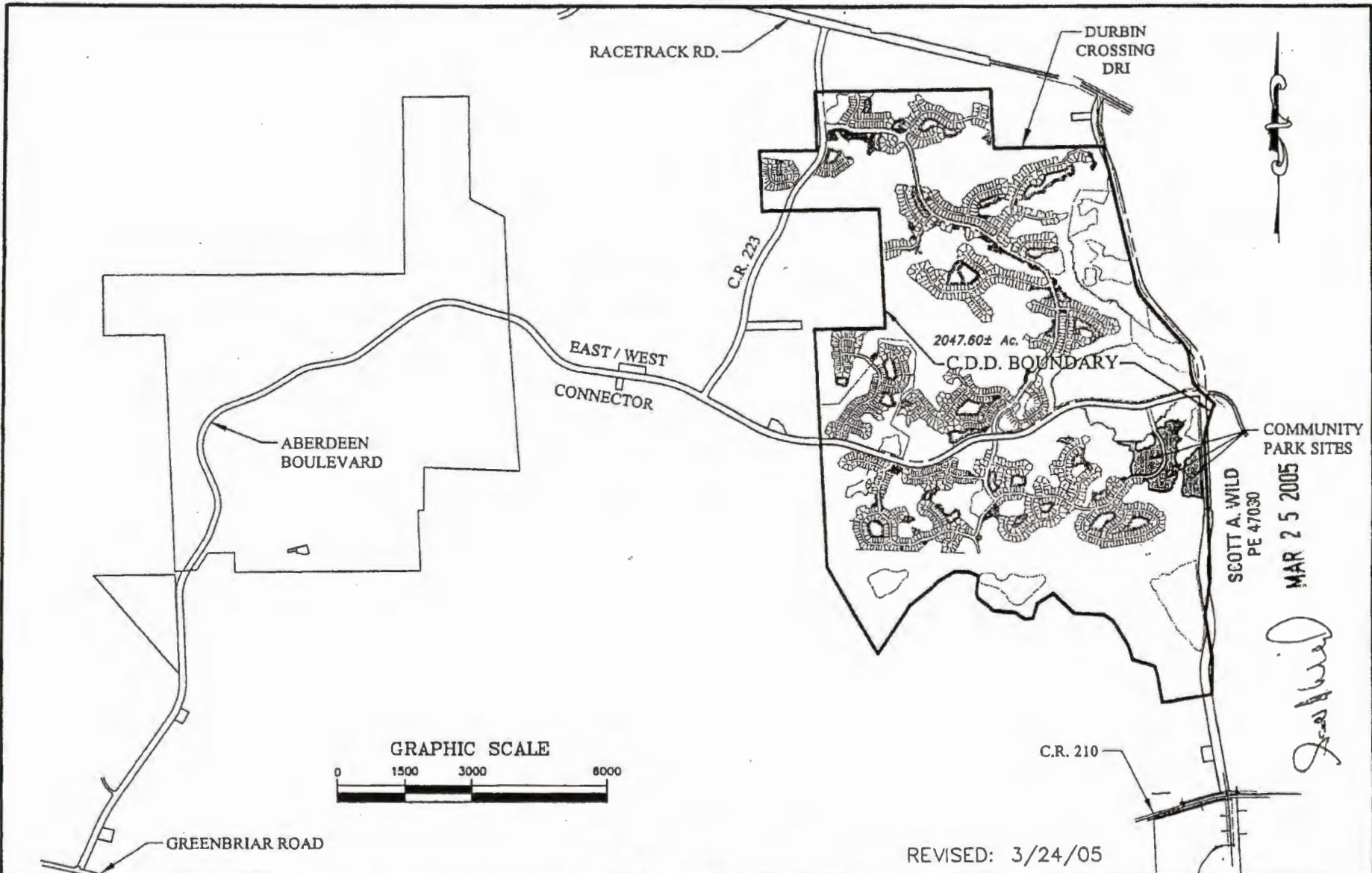
England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14773 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
 Phone No. (904) 842-8990
 Fax No. (904) 848-9485

**RUSSELL SAMPSON ROAD
 TRANSPORTATION IMPROVEMENT PLAN**

DURBIN CROSSING
 FOR
 DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO:	8

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SCOTT A. WILD
PE 47030
MAR 25 2005

Scott Wild

REVISED: 3/24/05

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2584
Phone No. (904) 842-8990
Fax No. (904) 848-9485

**COMMUNITY PARK
LOCATION PLAN**
DURBIN CROSSING
FOR
DURBIN CROSSING CDD

ETM. NO.	02-190
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO:	14

Durbin Crossing CDD Impact Fee Agreement Cost Estimation
Based upon D.O. roadway cross sections

Updated 2/09/04
Revised 3/25/05 to delete right-of-way
acquisition and JEA reimbursable costs

<u>Improvement</u>	<u>Estimated Cost</u>		
<u>Transportation Improvements</u>			
I. East - West Connector - (4 - Lane Onsite) 130' R/W	\$ 6,766,732		
II. East - West Road (2 - Lane Offsite) - 150' R/W; (2 - Lane Onsite) - 130' R/W	\$ 1,548,382		
III. Russell Sampson Road - 150' R/W	\$ 4,511,362		
IV. North - South Connector - 150' R/W	\$ 1,370,999		
V. North - South Arterial - 200' R/W	\$ 4,383,228		
SUBTOTAL		\$	18,578,703
<u>Recreation Improvements</u>			
VI. Community Park Improvements	\$ 2,249,894		
SUBTOTAL		\$	2,249,894
TOTAL		\$	20,828,597

SCOTT A. WILD
PE 47030

MAR 25 2005

Scott Wild

ESTIMATED CONSTRUCTION COSTS
Durbin Crossing Community Development District
 Based upon D.O. roadway cross sections

Updated 2/09/04

Transportation Improvements

I. East - West Connector - (4 - Lane Onsite) 130' R/W

	<u>Basis of Cost Estimate</u>	<u>Estimated Cost</u>	
Roadway (Parcel B entry to Russell Sampson)	4 in divided Collector / Urban section	\$ 3,440,400	8601 feet @ \$400 per lf
Wildlife Crossing		\$ 250,000	1 @ 250,000
Landscape & Irrigation	(8601 feet @ \$ 19.00 per lf)	\$ 163,419	
JEA Electric		\$ 880,100	\$100 per LF
Street Lighting	(300' spacing)	\$ 87,000	Estimated 29 ea. @ \$3000 per light
Street Signage		\$ 25,000	Estimate
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 352,500	4.7 Ac. @ \$75,000 per acre
Signalization @ Russell Sampson Road		\$ 175,000	Estimate
Construction Subtotal		\$ 5,353,419	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 214,137	
Engineering, Permitting, Survey		\$ 226,950	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$ 107,068	
Wetland Mitigation	assumed onsite mitigation	\$ -	Estimated 4.73 Ac. @ \$0 per acre
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$ 250,000	
SUBTOTAL		\$ 6,151,574	
Contingency	(10% of Subtotal)	\$ 615,157	
TOTAL		\$ 6,766,732	

II. East - West Road (2 - Lane Offsite) - 150' R/W; (2 - Lane Onsite) - 130' R/W

Roadway (w/ly Durbin bndy to CR223 - Offsite)	2 in Collector / mod. Urban section (150' ROW)	\$ 579,800	2,070 feet @ \$280 per lf
Roadway (w/ly bndy to Parcel M entry - Onsite)	2 in Collector / mod. Urban section (130' ROW)	\$ 127,680	456 feet @ \$280 per lf
Landscape & Irrigation (Onsite only)	(456 feet @ \$ 19.00 per lf)	\$ 8,664	
JEA Electric (Onsite only)		\$ 45,600	\$100 per LF
Street Lighting (Onsite only)	(300' spacing)	\$ 8,000	Estimated 2 ea. @ \$3000 per light
Wildlife Crossing		\$ 250,000	1 @ 250,000
Tree Mitigation (Offsite only)	(2,070 feet @ \$ 9.50 per lf)	\$ 19,665	
JEA Electric (Offsite only)		\$ -	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 128,000	1.28 Ac. @ \$100,000 per acre
Construction Subtotal		\$ 1,163,209	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 46,528	
Engineering, Permitting, Survey		\$ 172,800	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$ 23,264	
Wetland Mitigation		\$ -	Estimated 2.66 Ac. @ \$80,000 per acre
SUBTOTAL		\$ 1,405,802	
Contingency	(10% of Subtotal)	\$ 140,580	
TOTAL		\$ 1,546,382	

Transportation Improvements (Cont.)

III. Russell Sampson Road - 150' R/W

Roadway (RaceTrack Rd. to E-W Parkway)	2 In Collector / mod. Urban section	\$	2,075,920	7,414 feet @ \$280 per lf
Roadway Realignment - Russell Sampson		\$	308,400	1,542 feet @ \$200 per lf
Tree Mitigation	(7,414 feet @ \$ 9.50 per lf)	\$	70,433	
Wildlife Crossing		\$	250,000	1 @ 250,000
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	485,000	4.85 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ RaceTrack Rd.		\$	275,000	Estimate
	Construction Subtotal	\$	3,444,753	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	137,790	
Engineering, Permitting, Survey		\$	199,800	
Misc. Soft Costs (Env., Geotech, Legal, etc)	(2% of construction subtotal)	\$	68,895	
Wetland Mitigation		\$	-	
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$	250,000	Estimated 7.97 Ac. @ \$80,000 per acre
	SUBTOTAL	\$	4,101,238	
Contingency	(10% of Subtotal)	\$	410,124	
	TOTAL	\$	4,511,362	

IV. North - South Connector - 150' R/W

Roadway (E-W Parkway to N-S Arterial)	2 In Collector / mod. Urban section	\$	786,520	2,809 feet @ \$280 per lf
Tree Mitigation	(2,809 feet @ \$ 9.50 per lf)	\$	26,686	
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	209,000	2.09 Ac. @ \$100,000 per acre
	Construction Subtotal	\$	1,022,206	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	40,888	
Engineering, Permitting, Survey		\$	162,825	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$	20,444	
Wetland Mitigation		\$	-	Estimated 1.50 Ac. @ \$80,000 per acre
	SUBTOTAL	\$	1,246,363	
Contingency	(10% of Subtotal)	\$	124,636	
	TOTAL	\$	1,370,999	

Transportation Improvements (Cont.)

V. North - South Arterial - 200' R/W

Roadway (N-S Connector to CR 210)	4 In divided Collector / Urban section	\$	2,549,200	6,373 feet +/- @ \$400 per lf
Tree Mitigation	(8,373 feet @ \$ 9.50 per lf)	\$	60,544	
Wildlife Crossing		\$	250,000	1 @ 250,000
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	510,000	5.1 Ac. @ \$100,000 per acre
Construction Subtotal		\$	3,369,744	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	134,790	
Engineering, Permitting, Survey		\$	162,825	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$	87,395	
Wetland Mitigation		\$	-	
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$	250,000	Estimated 16.07 Ac. @ \$80,000 per acre
SUBTOTAL		\$	3,984,753	
Contingency	(10% of Subtotal)	\$	398,475	
TOTAL		\$	4,383,228	
TRANSPORTATION SUBTOTAL		\$	18,578,703	

Recreation Improvements

VI. Community Park Improvements

	Quantity	Units	Cost/Unit	Cost of Improvement
A. Clearing & Grubbing	35	AC	\$2,785.00	\$97,475
B. Earthwork				
1. Offsite Fill (Fill total req'd-Pond excav.)	161000	CY	\$6.00	\$966,000
2. Excavation (Ponds; placed)	8400	CY	\$3.50	\$29,400
C. Parking				
1. Asphalt Section	10700	SY	\$14.00	\$149,800
2. Curb & Gutter	3000	LF	\$9.00	\$27,000
D. Storm Drainage	2100	LF	\$54.00	\$113,400
E. Utilities				
1. Water	1	LS	\$31,100.00	\$31,100
2. Sewer	1	LS	\$40,000.00	\$40,000
F. Fields				
1. Baseball	4	EA	\$25,000.00	\$100,000
2. Soccer/Football	2	EA	\$25,000.00	\$50,000
G. Lighting				
1. Baseball	1	EA	\$60,000.00	\$60,000
2. Soccer/Football	3	EA	\$60,000.00	\$180,000
Subtotal				\$1,844,175
Engineering, Design, Survey, Permitting (12%)				\$221,301
Construction Contingency (10%)				\$184,418
RECREATION SUBTOTAL				\$2,249,894

EXHIBIT C: ELIGIBLE PARK IMPROVEMENTS
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following recreation improvements required by the Development Order:

- (i) Four lighted baseball fields
- (ii) Two lighted soccer/football fields
- (iii) Adequate parking for the fields described above.

The estimated cost of these improvements is \$2,249,894.00.

Durbin Crossing CDD Impact Fee Agreement Cost Estimation
Based upon D.O. roadway cross sections

Updated 2/09/04
Revised 3/25/05 to delete right-of-way
acquisition and JEA reimbursable costs

<u>Improvement</u>	<u>Estimated Cost</u>	
<u>Transportation Improvements</u>		
I. East - West Connector - (4 - Lane Onsite) 130' R/W	\$	6,766,732
II. East - West Road (2 - Lane Offsite) - 150' R/W; (2 - Lane Onsite) - 130' R/W	\$	1,546,382
III. Russell Sampson Road - 150' R/W	\$	4,511,362
IV. North - South Connector - 150' R/W	\$	1,370,999
V. North - South Arterial - 200' R/W	\$	4,383,228
SUBTOTAL		\$ 18,578,703
<u>Recreation Improvements</u>		
VI. Community Park Improvements	\$	2,249,894
SUBTOTAL		\$ 2,249,894
TOTAL		\$ 20,828,597

SCOTT A. WILD
PE 47030

MAR 25 2005

Scott Wild

BLUE

ESTIMATED CONSTRUCTION COSTS
Durbin Crossing Community Development District
 Based upon D.O. roadway cross sections

Updated 2/09/04

Transportation Improvements

I. East - West Connector - (4 - Lane Onsite) 130' R/W

	<u>Basis of Cost Estimate</u>	<u>Estimated Cost</u>	
Roadway (Parcel B entry to Russell Sampson)	4 In divided Collector / Urban section	\$ 3,440,400	8601 feet @ \$400 per lf
Wildlife Crossing		\$ 250,000	1 @ 250,000
Landscape & Irrigation	(8601 feet @ \$ 19.00 per lf)	\$ 163,419	
JEA Electric		\$ 860,100	\$100 per LF
Street Lighting	(300' spacing)	\$ 87,000	Estimated 29 ea. @ \$3000 per light
Street Signage		\$ 25,000	Estimate
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 352,500	4.7 Ac. @ \$75,000 per acre
Signalization @ Russell Sampson Road		\$ 175,000	Estimate
Construction Subtotal		\$ 5,353,419	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 214,137	
Engineering, Permitting, Survey		\$ 226,950	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$ 107,068	
Wetland Mitigation	assumed onsite mitigation	\$ -	Estimated 4.73 Ac. @ \$0 per acre
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$ 250,000	
SUBTOTAL		\$ 6,151,574	
Contingency	(10% of Subtotal)	\$ 615,157	
TOTAL		\$ 6,766,732	

II. East - West Road (2 - Lane Offsite) - 150' R/W; (2 - Lane Onsite) - 130' R/W

Roadway (w/ly Durbin bndy to CR223 - Offsite)	2 In Collector / mod. Urban section (150' ROW)	\$ 579,600	2,070 feet @ \$280 per lf
Roadway (w/ly bndy to Parcel M entry - Onsite)	2 In Collector / mod. Urban section (130' ROW)	\$ 127,680	456 feet @ \$280 per lf
Landscape & Irrigation (Onsite only)	(456 feet @ \$ 19.00 per lf)	\$ 8,664	
JEA Electric (Onsite only)		\$ 45,600	\$100 per LF
Street Lighting (Onsite only)	(300' spacing)	\$ 6,000	Estimated 2 ea. @ \$3000 per light
Wildlife Crossing		\$ 250,000	1 @ 250,000
Tree Mitigation (Offsite only)	(2,070 feet @ \$ 9.50 per lf)	\$ 19,665	
JEA Electric (Offsite only)		\$ -	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$ 126,000	1.26 Ac. @ \$100,000 per acre
Construction Subtotal		\$ 1,163,209	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$ 46,528	
Engineering, Permitting, Survey		\$ 172,800	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$ 23,264	
Wetland Mitigation		\$ -	Estimated 2.88 Ac. @ \$80,000 per acre
SUBTOTAL		\$ 1,405,802	
Contingency	(10% of Subtotal)	\$ 140,580	
TOTAL		\$ 1,546,382	

Transportation Improvements (Cont.)

III. Russell Sampson Road - 150' R/W

Roadway (Racetrack Rd. to E-W Parkway)	2 In Collector / mod. Urban section	\$	2,075,820	7,414 feet @ \$280 per lf
Roadway Realignment - Russell Sampson		\$	308,400	1,542 feet @ \$200 per lf
Tree Mitigation	(7,414 feet @ \$ 9.50 per lf)	\$	70,433	
Wildlife Crossing		\$	250,000	1 @ 250,000
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	485,000	4.65 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ RaceTrack Rd.		\$	275,000	Estimate
	Construction Subtotal	\$	3,444,753	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	137,790	
Engineering, Permitting, Survey		\$	199,800	
Misc. Soft Costs (Env., Geotech, Legal, etc)	(2% of construction subtotal)	\$	68,895	
Wetland Mitigation		\$	-	
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$	250,000	Estimated 7.97 Ac. @ \$80,000 per acre
	SUBTOTAL	\$	4,101,238	
Contingency	(10% of Subtotal)	\$	410,124	
	TOTAL	\$	4,511,362	

IV. North - South Connector - 150' R/W

Roadway (E-W Parkway to N-S Arterial)	2 In Collector / mod. Urban section	\$	788,520	2,809 feet @ \$280 per lf
Tree Mitigation	(2,809 feet @ \$ 9.50 per lf)	\$	26,688	
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	209,000	2.09 Ac. @ \$100,000 per acre
	Construction Subtotal	\$	1,022,208	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	40,888	
Engineering, Permitting, Survey		\$	162,825	
Misc. Soft Costs (Envr., Geotech, Legal, etc)	(2% of construction subtotal)	\$	20,444	
Wetland Mitigation		\$	-	Estimated 1.50 Ac. @ \$80,000 per acre
	SUBTOTAL	\$	1,246,363	
Contingency	(10% of Subtotal)	\$	124,636	
	TOTAL	\$	1,370,999	

Transportation Improvements (Cont.)

V. North - South Arterial - 200' R/W

Roadway (N-S Connector to CR 210)	4 In divided Collector / Urban section	\$	2,549,200	6,373 feet +/- @ \$400 per lf
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Wildlife Crossing		\$	250,000	1 @ 250,000
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Structures, Sod,	\$	510,000	5.1 Ac. @ \$100,000 per acre
Construction Subtotal		\$	3,369,744	
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Engineering, Permitting, Survey		\$	162,825	
Misc. Soft Costs (Envir., Geotech, Legal, etc)	(2% of construction subtotal)	\$	67,395	
Wetland Mitigation		\$	-	Estimated 16.07 Ac. @ \$80,000 per acre
JEA Utility Adjustment	(Transmission Poles, etc. realignment)	\$	250,000	
SUBTOTAL		\$	3,984,753	
Contingency	(10% of Subtotal)	\$	398,475	
TOTAL		\$	4,383,228	
TRANSPORTATION SUBTOTAL		\$	18,578,703	

Recreation Improvements

VI. Community Park Improvements

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2. Excavation (Ponds; placed)	8400	CY	\$3.50	\$29,400
C. Parking				
1. Asphalt Section	10700	SY	\$14.00	\$149,800
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E. Utilities				
1. Water	1	LS	\$31,100.00	\$31,100
2. Sewer	1	LS	\$40,000.00	\$40,000
F. Fields				
1. Baseball	4	EA	\$25,000.00	\$100,000
2. Soccer/Football	2	EA	\$25,000.00	\$50,000
G. Lighting				
1. Baseball	1	EA	\$60,000.00	\$60,000
2. Soccer/Football	3	EA	\$60,000.00	\$180,000
Subtotal				\$1,844,175
Engineering, Design, Survey, Permitting (12%)				\$221,301
Construction Contingency (10%)				\$184,418
RECREATION SUBTOTAL				\$2,249,894

EXHIBIT D
ST. JOHNS COUNTY IMPACT FEE VOUCHER
Durbin Crossing Community Development District

Voucher No. _____

1. Name and Address of Grantor: Durbin Crossing Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

2. Name and Address of Grantee: _____

3. Legal Description of Subject Property: **See Exhibit A attached hereto.**

4. Subdivision or Master Development Plan Name: _____

The undersigned confirms that it has received from _____
on _____, 200__, funds sufficient for the following impact fees required under the
applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Grantor gives
notice to St. Johns County, Florida, that the following sums should be deducted from the applicable
Impact Fee Credit Account of the Durbin Crossing Community Development District.

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

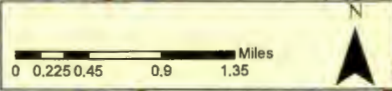
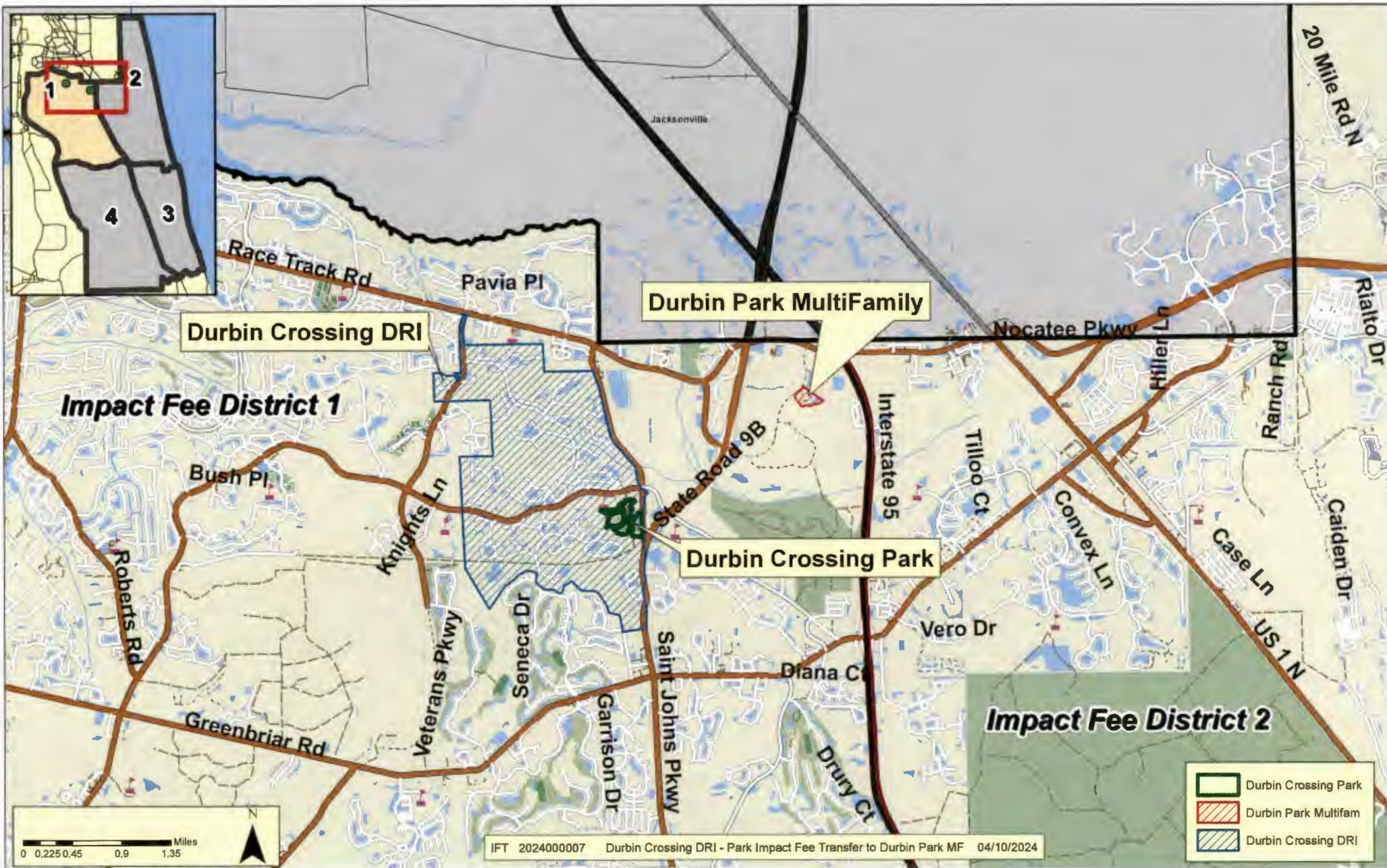
___ Parks Ordinance #87-58 in the amount of \$ _____

Durbin Crossing Community Development District

By: _____

Print: _____

Its: _____



IFT 202400007 Durbin Crossing DRI - Park Impact Fee Transfer to Durbin Park MF 04/10/2024