

RESOLUTION NO. 2024 - 325

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 ROAD IMPACT FEE CREDITS FROM THE STONEHURST PLANTATION PUD TO THE BRIDGEWATER PUD.

WHEREAS, pursuant § 163.31801, Fla. Stat. (2021), 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. (2021) allows for the transfer of unused impact fee credits to other developments under certain conditions; and

WHEREAS, the COUNTY and the developer of the Stonehurst Plantation PUD (DEVELOPER) entered into that certain Development and Impact Fee Agreement (Agreement) on January 9, 2001 and recorded in Book 1559, Page 800 of the Official Records of St. Johns County, Florida; and

WHEREAS, Section 9.e of the Agreement allows for the assignment of unused road impact fee credits, subject to the approval of the COUNTY; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance 87-57 provides that impact fee credits cannot be transferred without approval of the COUNTY; and

WHEREAS, the DEVELOPER has requested to transfer \$918,783.70 in unused road impact fee credits to the Bridgewater PUD; and

WHEREAS, the Bridgewater PUD is located in Impact Fee District 2, which is adjacent to the Impact Fee District 1, where the Stonehurst Plantation PUD is located; and

WHEREAS, the transportation improvements which generated the impact fee credits awarded to the Stonehurst Plantation PUD are located within four (4) miles of the Bridgewater PUD and provide a benefit to the Bridgewater PUD; 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 Road Impact Fee Credits; and

WHEREAS, transferred credits may only be applied to road 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 Road 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 6th day of August, 2024.

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

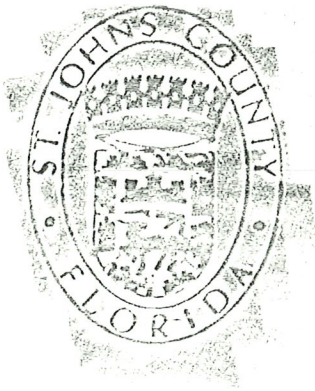
By: *Yvonne King*
Deputy Clerk

Rendition Date: AUG 09 2024

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*
Sarah Arnold, Chair

Effective Date: AUG 06 2024





June 26, 2024

Jan Trantham
Transportation Department
St. Johns County

Re: Transfer of Impact Fees Request
Development and Impact Fee Agreement
OR 1559 Pg 800

Dear Jan,

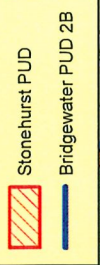
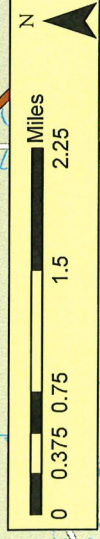
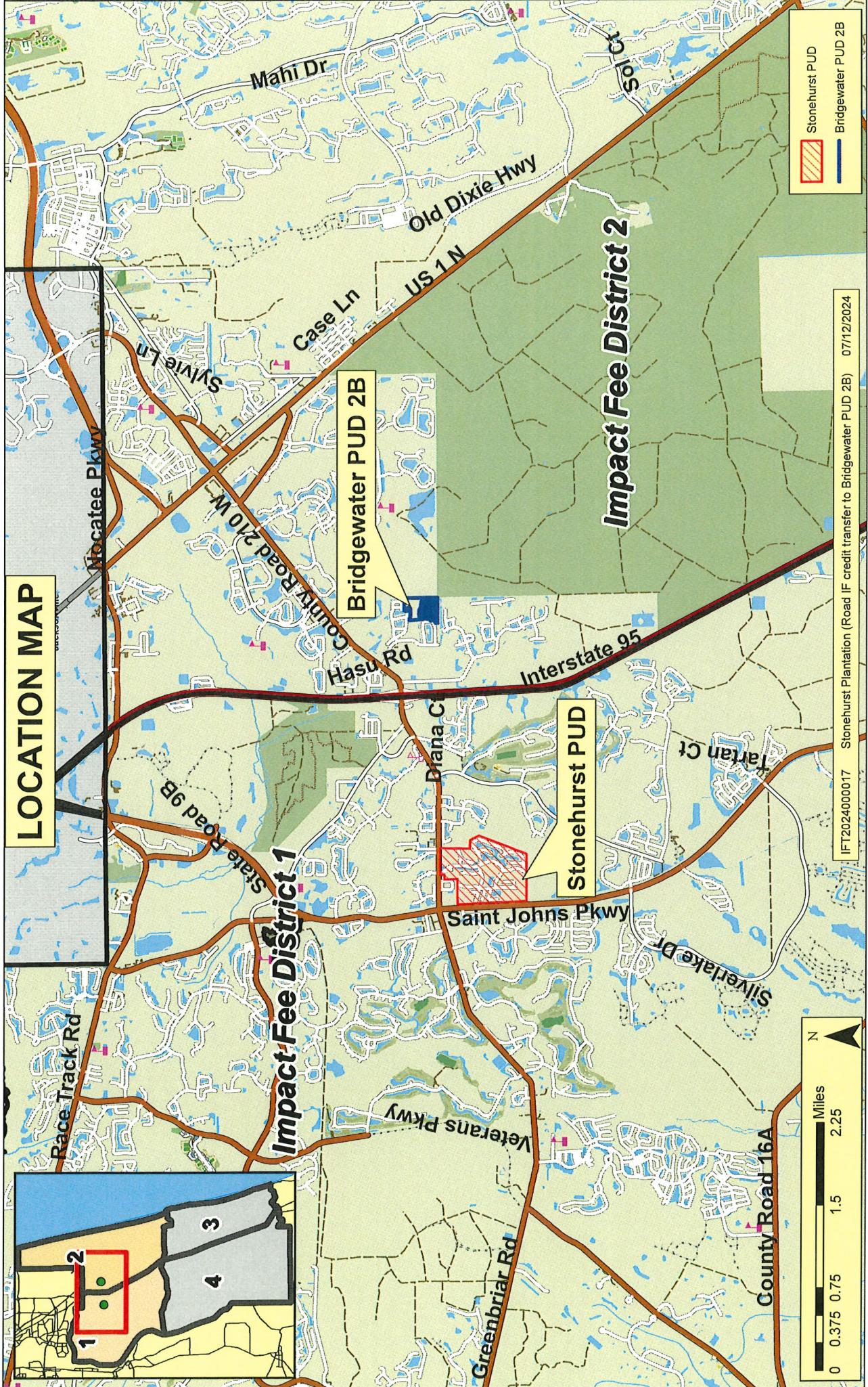
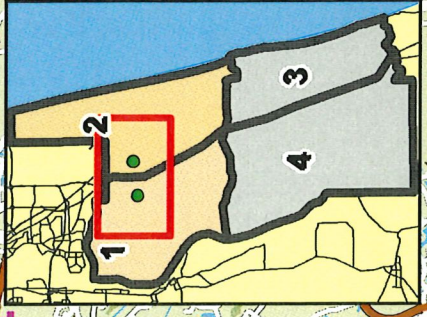
Stonehurst Plantation, Inc. still holds \$2,146,968.00 in road impact fee credits in the Development and Impact Fee Agreement dated January 15, 2001 as recorded in the St. Johns County public records OR 1559 Pg 800. Please allow this letter to serve as a formal request to transfer \$918,783.70 of the outstanding credit balance in road impact fees to a nearby project, Bridgewater 2B, being developed by D.R. Horton.

Sincerely,



Beth Breeding

LOCATION MAP



IFT2024000017 Stonehurst Plantation (Road IF credit transfer to Bridgewater PUD 2B) 07/12/2024

DEVELOPMENT AND IMPACT FEE AGREEMENT

THIS DEVELOPMENT AND IMPACT FEE AGREEMENT (this "Agreement"), is made and entered into by and among **STONEHURST PLANTATION, INC.**, a Florida corporation, its heirs, successors, or assigns ("Stonehurst"), **A&S LAND DEVELOPMENT COMPANY**, a Florida Corporation its heirs, successors, or assigns ("A&S"), **KKP CHIPPEWA, LTD.**, a Florida limited partnership ("KKP") (collectively the "Developers") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County") on this 15th day of January, 2001

RECITALS:

- A. Stonehurst is under contract to purchase the land described on the attached Exhibit "A" containing approximately 240 acres (the "Stonehurst Property"). The Stonehurst Property is currently owned by KKP.
- B. A&S owns the parcel of land described on the attached Exhibit "B" (the "Vinings Property").
- C. KKP owns an additional approximately 12 acre parcel next to Stonehurst properties as described in the attached Exhibit "C" ("KKP Property").
- D. The Vinings Property is the subject of PUD Ordinance 97-003 (the "Vinings PUD Ordinance").
- E. Stonehurst proposes to develop the Stonehurst Property with up to 530 single family homes, associated retention areas, roadways, common areas, and a sales and recreation complex (the "Stonehurst Development") pursuant to PUD rezoning application # RPUD99-017, as amended from time to time (the "Stonehurst PUD"). The Stonehurst Property is within the St. Johns County Future Land Use designations of Residential land Residential B.

F. The approved Vinings PUD Ordinance permits A&S to develop the Vinings Property with up to 150,000 sq. ft. of commercial development, and up to 88 single family dwelling units, together with associated retention areas, roadways, recreational facilities and common areas (the "Vinings Development"). The commercial portion of the Vinings Development is designated Residential B on the St. Johns County Future Land Use Map. A&S has obtained a concurrency certificate to develop up to 88 single family residential dwellings units, 15,000 sq. ft. of commercial retail space and 58,550 sq. ft. of mini-warehouse space (the "Existing Vinings Concurrency Certificate"). A & S is entering into this Agreement to obtain a concurrency certificate that will enable it to proceed with the balance of the commercial portion of the Vinings Development. By entering into this Agreement A&S is seeking concurrency approval for the trip equivalent of 133,000 sq. ft. of commercial retail space. (The 58,550 sq. ft. of mini-warehouse space approved under the Existing Vinings Concurrency Certificate is the trip equivalent of 2,000 sq. ft. of commercial retail space). Under no circumstance shall the Vinings PUD be developed with more than 150,000 sq. ft. of commercial space without modification of the Vinings PUD and existing construction plans. However, approval of this Agreement and the corresponding issuance of a concurrency certificate will enable A&S to build a maximum of 150,000 sq. ft. of commercial retail space by modifying the existing construction plans and the existing Vinings Concurrency Certificate to exclusively retail space.

G. KKP proposes to develop the KKP Property for the construction of a 15,000 square foot church. The church will be developed within the current land use designation of Residential C under the St. Johns County Comprehensive Plan and the current zoning classification of OR ("KKP Development").

H. The public facilities that will serve the Stonehurst Development, the Vinings Development and the KKP Development (collectively, the "Developments") shall be provided by the following entities;

1. United Water of Florida, Inc. will provide central water and sewer service.

2. Drainage shall be provided by on-site detention systems approved by the St. Johns River Water Management District and St. Johns County and constructed by the respective developers.

3. Solid waste disposal shall be provided by curbside pick up by the franchisee licensed by St. Johns County from time to time to serve the area of the proposed developments. The current licensed franchisee is Seaboard Sanitation.

4. Recreation will be provided by St. Johns County and by the respective developers in accordance with the provisions of the Stonehurst PUD and the Vinings PUD Ordinance.

5. Education shall be provided by the St. Johns County School Board.

I. The following is the Public Facility Schedule applicable to the Developments through the 10 years of the Development Agreement, to 2010:

1. Transportation - Upon execution of this Agreement, and fulfillment of the conditions set forth in Section 4 below, the Developments will meet all the requirements of Article XI of the St. Johns County Land Development Code, Ordinance 99-51, regarding the provision of roads through compliance with Section 163.3180(2)(b) Florida Statutes.

2. Potable Water and Sanitary Sewer - United Water Florida, Inc. will provide adequate water and wastewater service to the Proposed Developments in accordance with the Buildout Schedules set forth in Section 3 below.

3. Solid Waste - The County owns and operates the County's only solid waste collection and disposal system. The County will have sufficient space to accommodate the solid waste generated by the Proposed Developments through 2010.

4. Drainage - Stonehurst and A&S shall provide drainage in accordance with the St. Johns River Water Management District rules in accordance with the Buildout Schedules set forth in Section 3 below.

5. Parks - Through 2010, the County's supply of acreage for parks and open space meets the adopted Level of Service Standard in all areas. The Stonehurst PUD requires development of a minimum 8.6 acres of active parks (plus an additional minimum 2.0 acres of neighborhood parks) within the Stonehurst Development which exceeds the acreage demand generated by the Stonehurst Development. The Vinings Development does not generate any demand for neighborhood parks or community parks in excess of that already covered by the Existing Vinings Concurrency Certificate.

J. The Developers have obtained concurrency approval for water, sewer, drainage, solid waste, recreation/open space, and mass transit and have filed traffic assessments in accordance with the requirements of Article XI of the St. Johns County Land Development Code (Ordinance No. 99-51), for the Developments.

K. The Developers and the County wish to enter into this Agreement to set forth the conditions under which a concurrency certificate for roads for the Developments shall be issued and to set forth the terms and conditions upon which impact fee credits shall be available in consideration of certain improvements to be constructed by the Developers.

L. The Developers and the County have entered into this Agreement for a term of ten years in consideration for constructing certain transportation improvements and transferring right-of-way to the County.

M. The improvements to be constructed by the Developers pursuant to this Agreement will advance the implementation of the County's adopted Traffic Circulation Element and, the Jacksonville Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan.

N. The County deems it to be in the public interest to recognize the contributions of the Developers in improving the transportation system in the northwestern portion of the County.

O. The County has determined that STONEHURST PLANTATION, INC., A&S LAND DEVELOPMENT COMPANY and KKP are making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Proposed Developments as required under Section 163.3180 (2)(b) Florida Statutes.

P. The Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may

proceed in accordance with existing laws and policies; subject to the conditions of such development agreements.

Q. The Concurrency Management Article XI of the St. Johns County Land Development Code, Ordinance 99-51, as amended from time to time, allows the County's execution of development agreements and St. Johns County Ordinance 87-57, Road Impact Fee Ordinance, as amended from time to time, allows the County to enter into agreements providing impact fee credits for road improvements.

R. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

S. In accordance with § 10.02.03 B of the St. Johns County Land Development Code, and Section 163.3222 Florida Statutes (1999) it is stipulated and agreed that, during the effective period of this Agreement the laws and policies in effect at the time of submission of PUD application No. R-PUD-99-017 (with regard to Stonehurst) and as of the date of approval of the Vinings PUD (as to Vinings), shall govern the development of the real property covered by this Agreement, except as otherwise specifically provided for by the terms of this Agreement, the Stonehurst PUD, or the Vinings PUD.

T. The implementation of this Agreement and the construction of the Proposed Developments has been found by the County to be consistent with the St. Johns County Comprehensive Plan.

U. The right-of-way improvements contemplated to be donated or acquired and constructed by the Developers are necessary for the Developers to obtain a certificate of concurrency for the Developments.

V. Each of the Developers will be required to pay impact fees for road improvements in connection with occupancy of construction offices, sales centers, or both on their respective developments. As a result, each Developer is a "fee payer" as defined in Ordinance 87-5 (the "St. Johns County Road Impact Fee Ordinance") which establishes the existence of impact fees and provides a procedure for awarding impact fee credits to fee payers under certain circumstances.

W. The parties wish to specify the value of Developers' right-of-way and improvements as calculated under the St. Johns County Road Impact Fee Ordinance and the parties wish to provide a mechanism for the management of the impact fee credits to which Developers may become entitled.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Findings of Fact. The Recitals set forth above are true and correct and are incorporated by reference as Findings of Fact.

2. Purpose. The purpose of this Agreement is to:

(a) authorize any owner of the Stonehurst Property, to construct any portion or all of the Stonehurst Development, any owner of the Vinings Property to construct any portion or all of the Vinings Development not already authorized under the Existing Vinings Concurrency Certificate, and any owner of the KKP Property to construct any portion or all of the KKP Development at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time subject to compliance with the terms and conditions of this Agreement by the Developers, their respective heirs, successors or assigns.

(b) set forth the agreed upon value of the Developers' contributions to the County transportation system as they qualify for transportation impact fee credits under, and may be limited by the St. Johns County road Impact Fee Ordinance.

(c) establish a procedure for processing and accounting for the transportation impact fee credits awarded pursuant to this Agreement.

3. Density and Intensity of Developments. The proposed and approved PUD's provide for the development at the following densities and intensities.

Buildout Schedule

Stonehurst:	2000-2010	530 single family units, with no building to exceed thirty-five (35) feet in height pursuant to the Stonehurst PUD.
Vinings:	2000-2010	150,000 sq. ft. commercial with no building to exceed thirty-five (35) feet in height pursuant to the Vinings PUD.
KKP:	2000-2010	15,000 sq. ft. church

Amendments of the respective approved PUD Ordinances from time to time, which do not increase the allowable transportation impacts as identified in the traffic impact analysis report submitted in support of the PUD's and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. Any amendment to the PUD Ordinances which substantially increases such transportation impacts shall require a separate determination of concurrency as to the additional residential units or commercial square footage causing the increased impacts prior to construction of such additional improvements.

4. Developers' Obligations and Consideration. The Developers hereby covenant and agree to the following conditions which are necessary to properly provide for impacts caused by the above referenced development. The commitments are as follows:

(a) Construction Obligations:

The Developers shall acquire any additional CR-210 right of way necessary to

accommodate the CR-210 Improvements described in this Agreement and shall commence construction of the CR-210 Improvements described in this Agreement prior to:

- (i) Issuance of any building permit for commercial development within the Vinings property in excess of that authorized by the Existing Vinings Concurrency Certificate;
- (ii) the issuance of any building permit for residential units in the Stonehurst Development in excess of 150 residential units;
- (iii) issuance of any building permit for the KKP Property; or
- (iv) eighteen (18) months from the date of execution of this Agreement, whichever should first occur.

(b) Right-of-Way:

All right of way shall be acquired at the expense of the Developers and the County shall not be required to exercise its power of eminent domain to assist in the acquisition of such right of way. It shall be the Developers responsibility to relocate any utility easements (including but not limited to water, sewer, electrical and cable television) to the outside edge of the new right-of-way as shown and described in the CR-210 Improvements plans referenced below, prior to dedication of such right-of-way to St. Johns County.

The improvements to County Road 210 shall consist of approximately 5,808 linear feet of four lane divided roadway within a 150' wide right of way together with an associated stormwater management system to serve CR-210 drainage all as depicted in the drawings by Prosser & Hallock, Inc. attached as Exhibit "D" to this Agreement and as described in the narrative attached as Exhibit "E" to this Agreement (collectively the "CR-210 Improvements"). The CR-210 Improvements shall be completed within 18 months after commencement. All construction within CR-210 shall meet the requirements of Article VI of the St. Johns County Land Development Code,

Ordinance 99-51 unless otherwise approved by St. Johns County. Minor deviations from the plans due to field conditions shall be permitted with the prior consent of the appropriate department of St. Johns County. It shall be the County's right to determine what constitutes a minor deviation.

Limits of the four lane construction will begin at the westerly limits of four lane construction required under the St. Joe Development and Impact Fee Agreement between St. Joe Residential Acquisitions, Inc., A&S Land Development Company, and St. Johns County dated October 28, 1999 and proceed westerly to the intersection of the easterly boundary of the power line easement described in the document recorded in Official Records Book 66 at page 140 with the right-of-way of CR-210. The CR-210 Improvements include sidewalks on each side of the roadway. If adequate bond or other security acceptable to the County is provided, Developers may postpone the sidewalk construction required of Stonehurst until construction of the CR-210 Improvements. None of the CR-210 Improvements shall be funded by a Community Development District.

(c) Financial Security

As a condition of recording of any plat of all or any part of the Stonehurst Property, Stonehurst shall post a bond or other security satisfactory to the County for the estimated costs to complete the CR-210 Improvements conditioned upon the performance by Developers of all their obligations under this Agreement. As a condition of the receiving any building permit for any commercial improvements on the Vinings Property not covered by the Existing Vinings Concurrency Certificate A&S shall post a bond or other security satisfactory to the County for the estimated costs to complete the CR-210 Improvements conditioned upon the performance by Developers of all their obligations under this Agreement. As a condition of receiving any building permit for any improvements on the KKP Property, KKP shall post a bond or other security satisfactory to the County for the estimated costs to complete the CR-210 Improvements conditioned upon the performance by Developers of all their obligations under this Agreement.

5. County Obligations.

By executing this Agreement, and subject to the Developers obtaining all other necessary governmental permits and approvals (such as St. Johns River Water Management District Environmental Resource Permits) the County authorizes:

Stonehurst, its heirs, successors or assigns, to proceed with construction of the 530 single family units, and other amenities and infrastructure constituting the Stonehurst Development in accordance with the Stonehurst PUD provided that the Developers comply with their obligations under this Agreement.

A&S, its heirs, successors or assigns, to proceed with construction of up to 133,000 sq. ft. of commercial retail space and other amenities and infrastructure constituting the Vinings Development in accordance with the Vinings PUD, provided that the Developers comply with their obligations under this Agreement.

KKP, its heirs, successors or assigns, to proceed with construction of a 15,000 sq. ft. church, provided the Developers comply with their obligations under this Agreement.

6. Authority and Duration . This Agreement is made and granted pursuant to Article XI of the St. Johns County Land Development Code Ordinance 99-51, Part 11.07.00, as it may be amended from time to time, and Florida Statutes Section 163.3220 - 163.3243 and is effective through the tenth (10th) anniversary of the Effective Date of this Agreement, or within any applicable extension of this Agreement issued or agreed to by the County. Except as provided in this Agreement, the County shall not impose any further conditions upon the use of capacity or vested rights issued under this Agreement unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the citizens of the County.

7. Extension of Agreement: Subsequent Changes to Concurrency Ordinance. The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, and any applicable requirements of Article XI of the St. Johns County Land Development Code, Ordinance 99-51, as they may be amended from time to time. Any modification of the St. Johns County Concurrency Management System Ordinance subsequent to the execution of this Agreement may be applied to the Developments but no such modification or any other land development regulation shall be applied in a manner that operates to prevent development of the Developments as would be permitted by this Agreement in its entirety under the Concurrency Management System in effect as of the date of the execution of this Agreement unless the Board of County Commissioners demonstrates that compliance with such modification or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County. Further, nothing in this section shall be deemed to constitute a waiver of the Developers' right to contest application of any building code, zoning ordinance or other land development regulations as applied to the Developments under the Constitution of the State of Florida or of the United States.

8. Necessity to Obtain Permits. Developers acknowledge their obligation to obtain all necessary federal, state and local development permits. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the Developments shall not relieve Developers or any successor or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

9. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the Developments and the CR-210 Improvements are consistent with the County's Comprehensive Plan and Land Development Regulations, (ii) that the County's Comprehensive Plan is in compliance with the State of Florida

Comprehensive Plan, (iii) the Developers are, by execution of this Agreement, making a binding commitment to the County to pay to construct the transportation facilities to serve the proposed Developments.

10. Impact Fees. Pursuant to the St. Johns County Road Impact Fee Ordinance, the County requires any person who seeks to construct and occupy residential and non-residential buildings in St. Johns County to pay a road impact fee ("Road Impact Fee"), to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

Under Section 4 of this Agreement, the Developers have agreed to construct Improvements to CR-210 and to convey certain rights of way to St. Johns County. The Developers have requested and the County has agreed to provide to the Developers certain credits against the payment of Road Impact Fees based upon the total value of the CR-210 Improvements (including the value of right-of-way acquired and donated by the Developers) ("Road Impact Fee Credits"), as follows:

(a) Amount. Pursuant to Section Thirteen of the St. Johns County Road Impact Fee Ordinance, the parties have agreed to the following values for the rights-of-way and Improvements required under this Agreement.

The value of the land contained within the rights-of-way to be dedicated to the County and the value of the design, installation and improvements comprising the CR-210 Improvements are estimated to be \$2,637,628.00 as detailed in the attached Exhibit "F". The parties agree, subject to the limitations stated in Section 10(f) below, that Developers shall be entitled to a maximum Road Impact Fee Credit of one hundred (100%) of the fair market value of right of way to be contributed (as determined by an appraisal made by an appraiser acceptable to the County) plus the cost of the design, installation, and construction of the CR-210 Improvements,

which sum is agreed to be \$2,637,628.00. The total Road Impact Fee Credits available shall be determined by the amount of Road Impact Fees due for the individual project, limited by the below stated portion of said \$2,637,628.00.

The parties agree that total of the Impact Fee Credits will be allocated in the following proportions:

	<u>AMOUNT</u>	<u>PERCENTAGE</u>
Stonehurst (Stonehurst Property)	\$ <u>2,297,493.00</u>	<u>87.10</u> %
A&S (Vinings Property)	\$ <u>300,000.00</u>	<u>11.37</u> %
KKP (KKP Property)	\$ <u>40,135.00</u>	<u>1.52</u> %

(b) Method of Issuance. From and after the date of this Agreement and so long as Stonehurst has a remaining Road Impact Fee Credit balance, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the Stonehurst Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to Stonehurst. From and after the date of this Agreement and so long as A&S has a remaining Road Impact Fee Credit balance, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of buildings within the Vinings Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to A&S. The Developer receiving such payment shall issue to such Fee Payer a voucher (in form attached hereto as Exhibit "G") evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the County, as evidence of payment in full of the Road Impact Fee in connection with its application for a building permit or certificate of

occupancy. The voucher as issued by the Developer shall contain a statement setting forth the amount of the Road Impact Fee paid. Upon presentation of such voucher by the Fee Payer, the County shall issue a receipt to the Fee Payer and shall deduct the amount of such voucher from such Road Impact Fee Credit balance of the Developer who issued the voucher.

(c) Sale of Development. Each Developer may sell, transfer, assign or convey all or part of its Road Impact Fee Credit balance to the purchaser, transferee, assignee or grantee of a portion or all of the property subject to this Agreement for use within the respective projects for such consideration as the Developer in its sole discretion, determines. In such event, the Developer shall deliver to the County a copy of the executed Road Impact Fee Credit assignment document confirming the amount of the Road Impact Fee Credit balance assigned to such purchaser. Impact Fee Credit vouchers and assignments issued or granted under this Agreement may only be used to offset impact fees payable in connection with improvements within the Stonehurst PUD or Vinings PUD as each may be amended from time to time.

(d) Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, Developers shall prepare and deliver to the County an annual report setting forth the amount of the Road Impact fee Payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall Developers grant, assign, sell or transfer any impact fee credits for an amount in excess of the amount of the then current impact fee.

(e) Completion. When all the improvements required under this Agreement have been completed and the Road Impact Fee Credit provided for in this Agreement has been exhausted, Developers or the Fee Payers seeking building permits or certificates of occupancy within the Developments shall pay to the County the Road Impact Fees in such amount as are due and payable under the applicable Road Impact Fee Ordinance.

(f) Limitations on Amount and Assignability. In no event shall Developers sell, transfer, assign or convey all or part of the Road Impact Fee Credits for use outside the Stonehurst PUD, Vinings PUD or KKP Property without the approval of the County. Further, Developers acknowledge that the total amount of such Road Impact Fee Credits may be further limited by Section Thirteen of the St. Johns County Road Impact Fee Ordinance in effect at the time this Agreement becomes effective. The Developers 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 for each individual project are limited to the amount of Road Impact Fees which are due or become due from each individual project.

11. Remedies and Monitoring.

(a) Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other parties and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.

(b) The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1999).

(c) Beginning one year after the Effective Date of this Agreement, Developers shall each provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3225, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

(d) Developers will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

(e) Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of the Circuit Court of the Seventh Judicial Circuit. Within fourteen (14) days after this Development Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

12. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

13. Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the County and Developers under this Agreement, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developers or their successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

14. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. Exhibits. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated in this Agreement by reference.

16. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

18. Effective Date, Duration of Agreement. This Agreement shall become effective after it has been recorded in the public records of St. Johns County and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Agreement shall remain in effect until the earlier of the following dates: (i) the date on which the construction is complete on all construction of improvements and infrastructure associated with the Proposed Developments, or (ii) the tenth anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act. This Agreement may be terminated at any time by mutual consent of the parties. This Agreement may be terminated by St. Johns County if Developers fail to commence construction of the CR-210 Improvements within eighteen (18) months after the Effective Date. This Agreement may be terminated by Stonehurst, A&S or KKP at any time prior to commencement of any development authorized by this Agreement if it is unable to commence development because it is unable to acquire the necessary real property or financing. The terminating party shall give written notice to the County and the non-terminating party of its inability to commence development and of the pending termination of this Agreement. The non-terminating developer shall have thirty days from the date of receipt of the written notice of

termination to give written notice to the County and the terminating party of its Intent to go forward under this Agreement. Any such developer choosing to go forward shall assume all of the liabilities and receive all of the benefits of the terminating party pursuant to the terms of this Agreement.

19. Force Majeure & Appeals of Permitting. Developers shall not be liable for their failure to timely perform hereunder if their performance is rendered impossible or significantly delayed by any act, event or condition beyond their reasonable control which by the exercise of due diligence they shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- (a) strike, work stoppage or slowdown;
- (b) acts of God (except normal weather conditions for the St. Johns County, Florida area), including hurricane, tornado, lightning or earthquake;
- (c) acts of war, civil insurrection or terrorism;
- (d) fire or flood not caused by the party unable to perform; or
- (e) appeal of a federal, state or local permit required to complete construction of the Improvements.

20. Amendment. This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

21. Duration of Permits. Developers acknowledge that, except for the extension of the concurrency reservation of transportation capacity, this Agreement does not extend the duration of any other permits or approvals.

22. Further Assurances. Each of the parties to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or

illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

23. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the County:

County Administrator
ST. JOHNS COUNTY
P.O. Drawer 349
St. Augustine, FL 32085-0349

For Stonehurst:

Rick Wood
STONEHURST PLANTATION, INC.
4729 U.S. 17, Suite 204
Orange Park, FL 32073

For KKP:

John D. Rood
KKP CHIPPEWA, LTD.
3020 Hartley Road, Suite 300
Jacksonville, Florida 32257

With copy to:

John G. Metcalf, Esq.
PAPPAS METCALF JENKS & MILLER, P.A.
200 West Forsyth Street, # 1400
Jacksonville, FL 32202

For A&S

Gary Silverfield
A&S LAND DEVELOPMENT COMPANY
7866 Southside Boulevard
Jacksonville, FL 32256

With copy to:

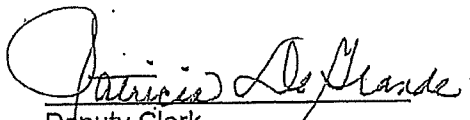
George M. McClure, Esq.
ROGERS, TOWERS, BAILEY, JONES & GAY
170 Malaga Street, Suite A
St. Augustine, Florida 32084-3504

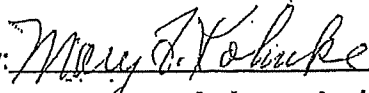
DR1559PG0819

Passed and Duly Adopted by the Board of County Commissioners of St. Johns County, Florida, this 9th day of January, 2001.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida


Deputy Clerk

By: 
Mary F. Kohnke, Chair

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Signed, sealed and delivered
in the presence of:

STONEHURST PLANTATION, INC., a
Florida corporation

Sandra Spencer
Print: Sandra Spencer

BY: James Ricky Wood
JAMES RICKY WOOD
Vice President

Susan D. Ward
Print: Susan D. Ward

STATE OF FLORIDA }
 }SS
COUNTY OF Clay }

~~2000~~ ²⁰⁰¹ The foregoing instrument was acknowledged before me this 11 day of January, 2001, by JAMES RICKY WOOD as Vice President of STONEHURST PLANTATION, INC., a Florida corporation, on behalf of the corporation.



Sandra Spencer
(Print Name: Sandra Spencer)
NOTARY PUBLIC
State of Florida
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

0R1559P60821

Signed, sealed and delivered
in the presence of:

A&S LAND DEVELOPMENT COMPANY,
a Florida corporation

[Signature]
Print: James A. Crawford

BY: [Signature]
PRINT: Gary D. Silverfield
ITS: Vice Pres

[Signature]
Print: Helen Breeding

STATE OF FLORIDA }
COUNTY OF St Johns } SS

The foregoing instrument was acknowledged before me this 15th day of January,
2000, by Gary D. Silverfield as V.P. of A&S LAND DEVELOPMENT
COMPANY, a Florida corporation, on behalf of the corporation.

[Signature]
(Print Name: _____)
NOTARY PUBLIC
State of _____
Commission # _____
My Commission Expires: My Commission Expires Feb. 23, 2001
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

KKP CHIPPEWA, LTD., a Florida
limited partnership

Susan Fredrickson
Print: Susan Fredrickson

By: KKP-CHIPPEWA, INC., a Florida
corporation, its general partner

BY: [Signature]
John D. Rood
President

Malinda Fane
Print: MALINDA FANE

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

~~2000~~ ²⁰⁰¹ The foregoing instrument was acknowledged before me this 12 day of JANUARY,
~~2000~~, by JOHN D. ROOD as President of KKP CHIPPEWA, INC., a Florida corporation, general
partner of KKP CHIPPEWA, LTD., a Florida limited partnership, on behalf of the partnership.

Karen J. Armstrong
(Print Name: KAREN J. ARMSTRONG)
NOTARY PUBLIC
State of FLORIDA
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

DR1559PG0823

EXHIBIT "A"

"Stonehurst Property"

EXHIBIT A

A PORTION OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE SOUTH 02°34'09" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 594.51 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (FORMERLY STATE ROAD NO. 210, A 100 FOOT PUBLIC RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 7851-250, DATED FEBRUARY 14, 1951); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 73°31'16" EAST, 1488.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1093.91 FEET, AN ARC DISTANCE OF 307.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°34'48" EAST, 306.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 89°38'19" EAST, 571.77 FEET TO THE BOUNDARIES OF THAT PARTICULAR FLORIDA POWER AND LIGHT SUBSTATION, AS SHOWN ON SURVEY BY BENNETT WATTLES & ASSOCIATES, DATED MAY 5, 1986, FILE NO. C-86-19; THENCE AROUND THE BOUNDARIES OF SAID FLORIDA POWER AND LIGHT SUBSTATION RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 02°44'16" EAST, 283.04 FEET; COURSE NO. 2: SOUTH 87°15'48" WEST, 410.00 FEET, TO THE EASTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 66, PAGE 140 OF THE PUBLIC RECORDS OF SAID COUNTY; COURSE NO. 3: SOUTH 02°45'23" EAST, 525.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: NORTH 87°14'50" EAST, 510.07 FEET, TO THE SOUTHERLY LINE OF A 125 FOOT POWERLINE EASEMENT TO THE CITY OF JACKSONVILLE BEACH, AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 494, OF SAID PUBLIC RECORDS; THENCE NORTH 89°41'00" EAST, ALONG LAST SAID LINE, 707.05 FEET; THENCE NORTH 02°45'47" WEST, 604.43 FEET; THENCE NORTH 89°38'19" EAST, 232.62 FEET; THENCE NORTH 02°45'47" WEST, 200.00 FEET, TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210; THENCE NORTH 89°38'19" EAST, ALONG LAST SAID LINE, 1288.47 FEET; THENCE SOUTH 01°06'20" WEST, 1413.55 FEET; THENCE SOUTH 88°32'07" EAST, 409.45 FEET; THENCE SOUTH 27°53'40" EAST, 468.75 FEET; THENCE SOUTH 20°42'42" WEST, 2485.03 FEET; THENCE SOUTH 89°58'46" WEST, 2261.34 FEET, TO THE EASTERLY LINE OF SAID 110 FOOT FLORIDA POWER AND LIGHT RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 66, PAGE 140 OF SAID PUBLIC RECORDS; THENCE NORTH 02°45'23" WEST, ALONG LAST SAID LINE, 3325.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 240.93 ACRES, MORE OR LESS.

0R1559P60825

EXHIBIT "B"

"Vinings Property"

EXHIBIT "B"

PARCEL 1

A portion of Sections 17, 18, 19 and 20, Township 5 South, Range 28 East, St. Johns County, Florida being more particularly described as follows: BEGIN at the intersection of the Easterly line of said Section 19, with the Northerly right of way line of County Road No. 210 (formerly State Road No. 210, a 100 foot right of way as per State Road Department Right of Way Map Section No. 7851-250, dated February 14, 1951); thence South 89 degrees, 35 minutes, 52 seconds West, along said Northerly right of way line 576.52 feet to the Easterly line of the lands described and recorded in Official Records Book 722, page 1842 of the public records of said county; thence North 00 degrees, 24 minutes 59 seconds West, along last said line, 986.33 feet to the South line of the North ¼ of the Southeast ¼ of the Southeast ¼ of said Section 18; thence North 89 degrees, 40 minutes, 32 seconds East, along last said line, 572.98 feet to the Easterly line of said Section 18; thence North 00 degrees, 37 minutes, 20 seconds West, along last said line, 92.35 feet; thence North 80 degrees, 29 minutes, 45 seconds East, 933.06 feet; thence South 50 degrees, 44 minutes, 04 seconds East, 878.20 feet; thence South 89 degrees, 36 minutes, 10 seconds West, 868.75 feet; thence South 54 degrees, 23 minutes, 15 seconds West, 191.65 feet; thence South 45 degrees, 20 minutes, 34 seconds East, 150.28 feet; thence South 00 degrees, 23 minutes, 50 seconds East, 448.11 feet to the aforementioned Northerly right of way line of County Road No. 210; thence South 89 degrees, 35 minutes, 52 seconds West, along last said line, 673.95 feet to the POINT OF BEGINNING.

Containing 37.75 acres, more or less.

PARCEL 2

A portion of Sections 17 and 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Easterly line of Section 19 of said Township and Range, with the Northerly right of way line of County Road No. 210 (formerly State Road No. 210, a 100 foot right of way as per State Road Department Right of Way Map Section No. 7851-250, dated February 14, 1951); thence North 89 degrees, 35 minutes, 52 seconds East, along said Northerly right of way line, 673.95 feet to the POINT OF BEGINNING; thence North 00 degrees, 23 minutes, 50 seconds West, 448.11 feet; thence North 45 degrees, 20 minutes, 34 seconds West, 150.28 feet; thence North 54 degrees, 23 minutes, 15 seconds East, 191.65 feet; thence North 89 degrees, 36 minutes, 10 seconds East, 868.75 feet; thence South 50 degrees, 44 minutes, 04 seconds East, 364.33 feet; thence South 22 degrees, 07 minutes, 05 seconds East, 395.25 feet to the aforementioned Northerly right of way line of County Road No. 210, said right of way line being a curve concave Northerly, having a radius of 2,210.00 feet; thence Westerly along the arc of said curved Northerly right of way line, through a central angle of 13 degrees, 51 minutes, 09 seconds, an arc distance of 541.56 feet to the point of tangency of said curve; said arc being subtended by a chord bearing and distance of South 82 degrees, 40 minutes, 18 seconds West, 540.25 feet; thence South 89 degrees, 35 minutes, 52 seconds West, continuing along said Northerly right of way line, 809.61 feet to the POINT OF BEGINNING.

Containing 18.33 acres, more or less.

0R1559PG0827

EXHIBIT "C"

"KKP Property"

CR 210 WEST CHURCH

EXHIBIT C

PARCEL "C"

A portion of Section 19, Township 5 South, Range 28 East, St. Johns County, Florida, Being more particularly described as follows: COMMENCE at the Northwest corner of said Section 19, Township 5 South, Range 28 East; thence South 02°14'09" East along the West line of said Section 19, a distance of 594.51 feet to an intersection with the Southerly right-of-way line of County Road No. 210 (formerly State Road No. 210, a 100 foot public right-of-way as per State of Florida State Road Department Right-Of-Way Map, Section 7851-250, dated February 14, 1951); thence along said Southerly right-of-way line of County Road No. 210 run the following three (3) courses and distances: COURSE NO. 1: North 73°31'16" East, 1488.17 feet to the point of curvature of a curve leading Easterly; COURSE NO. 2: thence Easterly along and around the arc of a curve concave Southerly, having a radius of 1093.91 feet, an arc distance of 307.72 feet, said arc being subtended by a chord bearing and distance of North 81°34'48" East, 306.71 feet to the point of tangency of said curve; COURSE NO. 3: North 89°38'19" East, 571.77 feet to the boundaries of that particular Florida Power and Light substation, as shown on survey by Bennett Wattles & Associates, dated May 5, 1986, File No. C-86-19; thence around the boundaries of said Florida Power and Light substation run the following five (5) courses and distances: COURSE NO. 1: South 02°44'16" East, 283.04 feet; COURSE NO. 2: South 87°15'48" West, 410.00 feet, to an intersection with the 110 foot Florida Power and Light right-of-way, as recorded in Official Records Book 66, Page 140 of said Public Records of St. Johns County, Florida; COURSE NO. 3: South 02°45'23" East, 525.12 feet to the POINT OF BEGINNING; COURSE NO. 4: North 87°14'50" East, 510.07 feet; COURSE NO. 5: North 02°45'47" West, 458.29 feet to the Southerly line of those lands described and recorded in Official Records Book 557, Page 492, Parcel "B" of said Public Records of St. Johns County, Florida; thence Easterly, Northerly and Westerly along the Southerly, Easterly and Northerly line of said Official Records Book 557, Page 492, Parcel "B" run the following (3) three courses and distances: COURSE NO. 1: North 87°14'13" East, 55.00 feet; COURSE NO. 2: North 02°45'47" West, 10.00 feet; COURSE NO. 3: South 87°14'13" West, 55.00 feet to the aforesaid Easterly line of Florida Power and Light substation; thence North 02°45'47" West along last said line 335.59 feet to an intersection with said Southerly right-of-way line of County Road No. 210; thence North 89°38'19" East along last said line, a distance of 2228.11 feet; thence South 01°06'20" West, 1413.55 feet; thence South 88°32'07" East, 409.45 feet; thence South 27°53'40" East, 468.75 feet; thence South 20°42'42" West, 2485.03 feet; thence South 89°58'46" West, 2261.34 feet to an intersection with the Easterly line of said 110 foot Florida Power and Light right-of-way, as recorded in Official Records Book 66, Page 140 of said Public Records of St. Johns County, Florida; thence North 02°45'23" West along last said line, a distance of 3325.63 feet to the POINT OF BEGINNING.

Containing 255.03 acres, more or less, in area.

EXHIBIT. "C" CONTINUED

LESS AND EXCEPT:

A PORTION OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

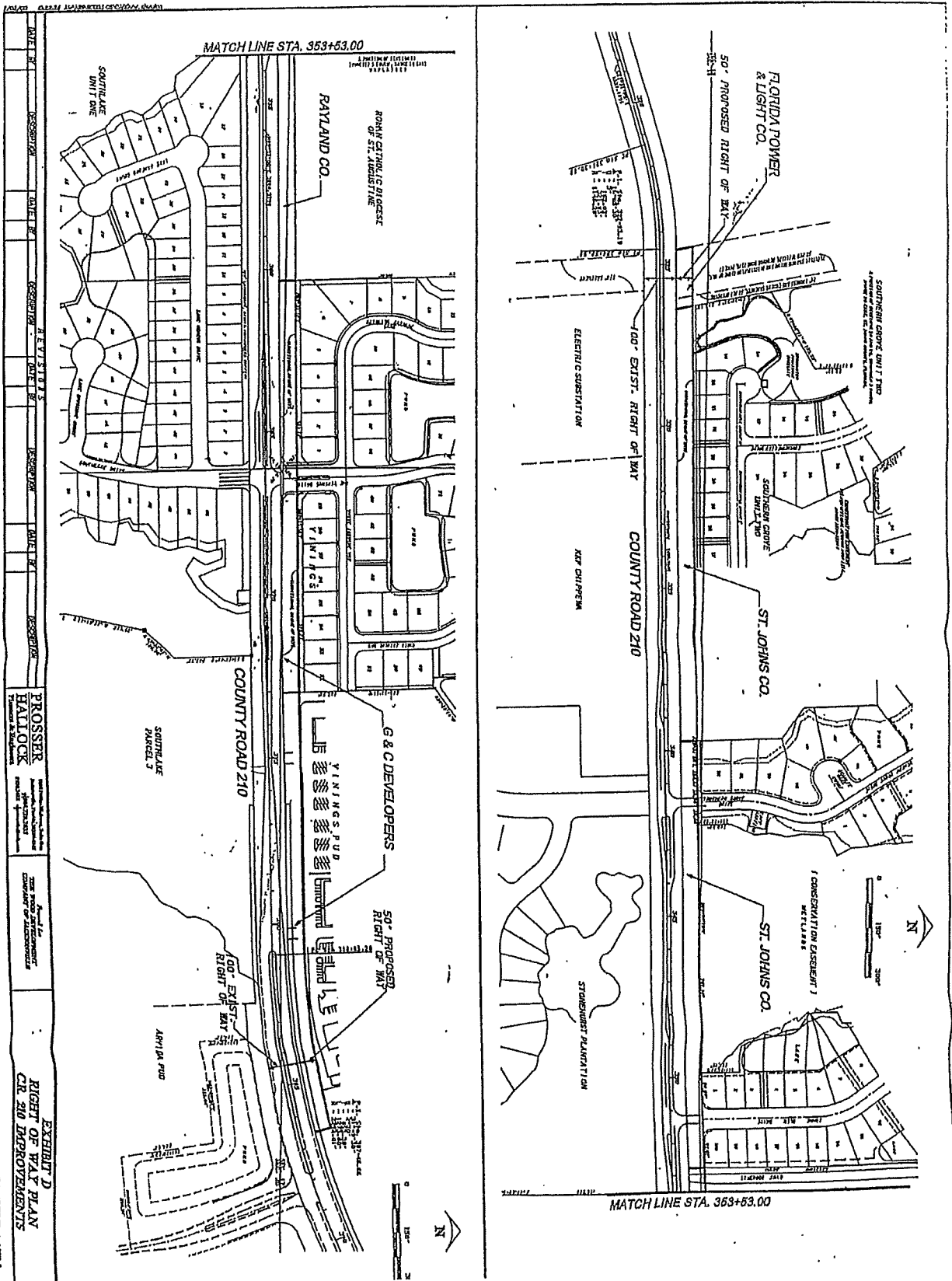
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE SOUTH 02°34'09" EAST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 594.51 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (FORMERLY STATE ROAD NO. 210, A 100 FOOT PUBLIC RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 7851-250, DATED FEBRUARY 14, 1951); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 73°31'16" EAST, 1488.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1093.91 FEET, AN ARC DISTANCE OF 307.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°34'48" EAST, 306.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 89°38'19" EAST, 571.77 FEET TO THE BOUNDARIES OF THAT PARTICULAR FLORIDA POWER AND LIGHT SUBSTATION, AS SHOWN ON SURVEY BY BENNETT WATTLES & ASSOCIATES, DATED MAY 5, 1986, FILE NO. C-86-19; THENCE AROUND THE BOUNDARIES OF SAID FLORIDA POWER AND LIGHT SUBSTATION RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 02°44'16" EAST, 283.04 FEET; COURSE NO. 2: SOUTH 87°15'48" WEST, 410.00 FEET, TO THE EASTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 66, PAGE 140 OF THE PUBLIC RECORDS OF SAID COUNTY; COURSE NO. 3: SOUTH 02°45'23" EAST, 525.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: NORTH 87°14'50" EAST, 510.07 FEET, TO THE SOUTHERLY LINE OF A 125 FOOT POWERLINE EASEMENT TO THE CITY OF JACKSONVILLE BEACH, AS RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 494, OF SAID PUBLIC RECORDS; THENCE NORTH 89°41'00" EAST, ALONG LAST SAID LINE, 707.05 FEET; THENCE NORTH 02°45'47" WEST, 604.43 FEET; THENCE NORTH 89°38'19" EAST, 232.62 FEET; THENCE NORTH 02°45'47" WEST, 200.00 FEET, TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210; THENCE NORTH 89°38'19" EAST, ALONG LAST SAID LINE, 1288.47 FEET; THENCE SOUTH 01°06'20" WEST, 1413.55 FEET; THENCE SOUTH 88°32'07" EAST, 409.45 FEET; THENCE SOUTH 27°53'40" EAST, 468.75 FEET; THENCE SOUTH 20°42'42" WEST, 2485.03 FEET; THENCE SOUTH 89°58'46" WEST, 2261.34 FEET, TO THE EASTERLY LINE OF SAID 110 FOOT FLORIDA POWER AND LIGHT RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 66, PAGE 140 OF SAID PUBLIC RECORDS; THENCE NORTH 02°45'23" WEST, ALONG LAST SAID LINE, 3325.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 240.93 ACRES, MORE OR LESS.

DR1559PG0830

EXHIBIT "D"

Drawings by Prosser & Hallock, Inc



DATE	REVISION	DATE	REVISION	DATE	REVISION	DATE	REVISION
PROSSER HULLOCK REGISTERED PROFESSIONAL ENGINEER No. 12345 - State of Florida 1000 Main Street, Suite 100 Jacksonville, FL 32202 Phone: (904) 123-4567 Fax: (904) 123-4568 Email: prosser@hullock.com							
EXHIBIT D RIGHT OF WAY PLAN CLR 210 IMPROVEMENTS							

OR1559P60834

EXHIBIT "E"

"CR-210 Improvements"

EXHIBIT E

STONEHURST PLANTATION

COUNTY ROAD 210 IMPROVEMENT, FP&L R/W to E. of VININGS DR.
CONCEPT PLAN

PROJECT DESCRIPTION

County Road 210 is proposed for improvement as part of a Development Agreement for the Stonehurst Plantation project and The Vinings commercial project. The improvements will widen the road to a four-lane divided arterial conforming to St Johns County design requirements for a major collector. The improvements will extend from the FP&L right-of-way just west of Stonehurst Plantation and tie into the CR 210 improvements being undertaken by Arvida at a point east of Vinings Drive. The total project length is approximately 1.1 mile.

DESIGN CONTROLS

The following design controls have been taken into consideration in development of the concept plan:

DESIGN CONTROL	PROJECT CONDITIONS
Functional Classification	St Johns County Major Collector
Roadside Environment	Transitioning from rural to suburban
Traffic Volumes	High: Existing DHV = 500, Future DHV = 3,500
Design Speed	Existing constraints: current posted speed = 55 mph, proposed adjacent design speed = 45 mph. Proposed: design speed = 55 mph, posted speed = 45 mph. Selection based on: 1) speed control on adjacent segment, 2) existing horizontal alignment to west, 3) future suburban conditions, and 4) expected presence of bicyclist and pedestrians.

RIGHT-OF-WAY

The existing right-of-way is 100-foot wide in the project area. The county standards call for a 150-foot right-of-way for this class of road. Additional 50 foot wide right-of-way reservations have been defined in all the development projects along the north side of the road, and therefore the proposed 150 foot right-of-way will be obtained utilizing the 50 foot reservation along with the existing 100 foot right-of-way.

TYPICAL SECTION

The proposed typical section is rural-type design with flush shoulders and swale drainage. The proposed typical section element dimensions conform to the St Johns County standards for a major collector four-lane swale section. A raised median treatment is proposed in an effort to influence lower operating speeds and to accommodate left-turn bays. An urban typical section will be considered as an alternate design during final engineering if utility relocations represent a significant cost item.

The proposed typical section elements are summarized below, and details are shown in the accompanying typical section concept.

ELEMENT	PROPOSED DIMENSIONS
Median	Raised median: 28 24-foot wide
Travel Lanes	Four 12-foot wide lanes
Turn Lanes	12 10-foot wide lanes
Inside Shoulder	Mountable curb 4-foot wide, 2 2-foot paved
Outside Shoulder	8-foot wide, 5 4-foot paved
Border	37 39-ft wide, including shoulder, swale and sidewalk
Sidewalk	5-ft wide

ALIGNMENT

The roadway alignment is straight and level within the project limits, as illustrated on the accompanying concept plan. However, horizontal curves are located immediately adjacent on both ends of the project, which will require some detailing during final engineering. Vertical alignment will remain generally unchanged within the project.

The horizontal curve at the west end of the project will be used to set up the transition from two to four lanes. The transition is set up in the most favorable orientation, with eastbound traffic flowing directly into the outside eastbound lane of the four-lane section. Westbound traffic from the four-lane section will move through a gradual transition from two lanes to a single lane, then continue transition to two-way traffic. A transition will be required at the east end of the project to transition from the rural section proposed for this project to the urban section proposed for the adjacent project. This transition will involve a lateral shift to accommodate the difference in right-of-way location, and a typical section transition to convert from rural type to urban type. The transitions at both ends of the project will be detailed during final engineering to insure that there are no alignment kinks at curves, and to accommodate appropriate super-elevation for the curves.

The existing roadway profile is generally level with a slight crest located near the Johns Glenn Drive intersection. All existing vertical geometry is well within criteria for the design speed. The proposed vertical alignment will follow the existing profile in order to minimize reconstruction requirements for the eastbound lanes, and to minimize profile adjustments on the cross-streets.

ACCESS MANAGEMENT

The proposed four-lane divided roadway provides an opportunity for access management through design and spacing of the median openings. A number of existing local roads intersect with CR 210 in the project area, however all of these can be accommodated within a reasonable access plan. All existing and proposed roads within the project area will be accommodated with median access, as illustrated on the conceptual plan. Directional median openings are also proposed for some additional driveway locations, while others will be right-turn driveways. All existing driveways can be accommodated within the standards defined by St Johns County.

Turn lanes are included for all existing intersections, and median turn lanes are included for possible future connections. Required stopping distances and expected storage requirements for peak hour turning traffic demands have been evaluated to define turn lane lengths. Safe stopping distance length is provided for all turn lanes, but connection locations will limit storage lengths in a few locations.

DRAINAGE

The proposed roadway drainage will provide stormwater quality treatment and quantity attenuation in accordance with St Johns County and St Johns River WMD requirements. This will be an improvement over the existing conditions, which generally only provide positive run-off. CR 210 is slightly higher than the surrounding topography, and therefore serves as a drainage divide in the project area. As a result there are no culverts or other cross-drains within the project area.

Roadway drainage from the western portion of the project will be collected in swales and carried toward the Stonehurst Plantation project site. Some treatment and attenuation will be accomplished in the swales, and the balance will be accommodated in the stormwater pond planned near the project entrance. Likewise, some roadway drainage from the eastern portion of the project will be carried toward the Vinings Commercial site, and accommodated in a stormwater system nearby. If an urban typical section is selected during final engineering, the swales will be replaced with curb and gutter and an enclosed stormdrain system.

UTILITIES

Existing utility relocations will be necessary as part of the project. Unfortunately, the additional right-of-way reservations on the north side of the existing road overlap a 35-foot wide utility easement which contains both water and sewer mains. Overhead electric distribution lines are located on both sides of the road just inside the existing right-of-way. Each potential utility conflict is discussed below.

UTILITY	POTENTIAL CONFLICT AND PROPOSED RELOCATION
Overhead Electric Jax Electric Authority	Distribution lines are located on poles running just inside the existing north right-of-way line. This line will be relocated to a position just outside the sidewalk at the northern edge of the proposed right-of-way.
Telephone – Bell South CATV – Owner Unknown	Lines are located along the north right-of-way line, both overhead on the JEA poles and underground at selected locations. These lines will be relocated along with the JEA poles.
Overhead Electric Florida Power & Light	Distribution lines are located on poles running just inside the existing south right-of-way line. This line will remain in place, and the south side sidewalk location will be adjusted during final engineering to avoid the poles.
Water main – 16” United Water	This line is located approximately 53 – 49 ft north of the proposed centerline, approximately 3 – 4 ft. below existing grade. This puts it at the toe of the proposed foreslope, which makes it likely that relocation will be required. A relocation determination will be made during final engineering based on detailed location data and the roadway design. An urban typical section will be evaluated as an alternative in an effort to avoid relocation. Relocation, if required, will be to a position just inside the sidewalk. Relocation cost has been included in the preliminary budget.

<p>Sewer force main - 10" United Water</p>	<p>This line is located approximately 30 ft north of the proposed centerline, at an undetermined depth. This puts it directly under the outside westbound travel lane, <u>and therefore relocation will be required.</u> Relocation may not be necessary depending on detailed location data and the roadway design. Relocation, if required, will be to a position just outside the shoulder. Relocation cost has been included in the preliminary budget.</p>
<p>Sanitary sewer - 8" Johns Glen</p>	<p>This line runs for a short distance between Southern Grove Drive and Johns Glen Drive, and is located approximately 40 - 44 ft north of the proposed centerline at a depth of 10 - 14 ft below existing grade. This puts it directly under the shoulder, and therefore relocation is unnecessary. Some adjustment of manhole tops will be necessary.</p>

PRELIMINARY COST ESTIMATE

A preliminary development budget estimate has been prepared based on this conceptual plan, and is summarized on the attached worksheet. The development budget estimate includes all costs that can be reasonably associated with the roadway improvements, including engineering services, right-of-way acquisition, and utility relocations. The quantities are approximations based on the conceptual plan, and the unit cost values reflect recent bid values or national/regional cost data. A contingency amount is included in the budget estimate due to the preliminary stage of project development.

0R1559P60839

EXHIBIT "F"

Installation and Improvements comprising the CR-210 Improvements
are estimated to be \$2,637,628.00 as detailed

EXHIBIT F - CR 210 IMPROVEMENTS COST ESTIMATE

Project Name: Stonehurst Plantation - County Road 210 Improvements		Page 1 of 2
Limits: From: FP&L Right-of-way		To: E. of Vinings Drive
Basis of Estimate: Concept Plans		Date of Estimate: 20-Sep-2000
COST ITEM	DESCRIPTION	BUDGET
ENGINEERING		
Survey	Topography, DTM, Wetland Boundaries	\$ 25,000
Geotechnical	Borings, Perc Tests	\$ 5,000
Final Engineering	Plans, Specifications, Permits	\$ 140,000
Construction Services	Shop Drawing Reviews, Pay Draws, Certifications	\$ 36,000
Testing	Earthwork, Pavement	\$ 5,000
		<u>\$ 211,000</u>
PROPERTY ACQUISITION		
	Vinings - LS	\$ 96,000
	Stonehurst Plantation - LS	\$ 41,600
	KKP Chippewa - LS	\$ 10,500
		<u>\$ 148,100</u>
ENVIRONMENTAL MITIGATION		
Wetland Mitigation	0.57 Acres @ \$75,000/ac.	\$ 42,750
		<u>\$ 42,750</u>
UTILITY RELOCATIONS		
JEA	Relocate Existing Overhead Electric, Telephone & CATV - LS	\$ 75,000
United Water	Relocate Existing Water Main - 16" - 5000 LF. @ \$28.00/LF.	\$ 140,000
United Water	Relocate Existing Force Main 10" - 5000 LF. @ \$9.00/LF.	\$ 45,000
		<u>\$ 260,000</u>
CONSTRUCTION		
Site Preparation	Clearing and Demolition - LS	\$ 175,000
	Erosion Control and Pollution Abatement - LS	\$ 20,000
	Project Sign - 2 EA. @ \$600/ea.	\$ 1,200
		<u>\$ 196,200</u>
Traffic Control	Maintenance of Traffic - Temporary paving, signing, marking - LS	\$ 75,000
		<u>\$ 75,000</u>
Earthwork	Earthwork - Roadbed, Swales, Ponds - LS	\$ 200,000
	Excavation, Over-Cut (Contiguency) - 3000 CY @ \$9.00/CY	\$ 27,000
		<u>\$ 227,000</u>
Drainage	Pipe, Reinforced Concrete, Class III, 18" - 590 LF. @ \$29.00/LF	\$ 17,110
	Pipe, Reinforced Concrete, Class III, 24" - 650 LF. @ \$75.00/LF	\$ 48,750
	Miterend End Section, 18" - 10 EA @ \$750.00 ea.	\$ 7,500
	Miterend End Section, 24" - 6 EA @ \$1000.00/ea.	\$ 6,000
	Inlet, Curb and Median - 8 EA @ \$2,100.00/ea.	\$ 16,800
Retention Pond - 1 EA.	\$ 125,000	
		<u>\$ 221,160</u>

Project Name: Stonehurst Plantation - County Road 210 Improvements Page 2 of 2
 Limits: From: FP&L Right-of-way To: E. of Vinings Drive
 Basis of Estimate: Concept Plans Date of Estimate: 20-Sep-2000

COST ITEM	DESCRIPTION	BUDGET
Roadway	Subgrade, 12" Stabilized - 50,100 SY @ \$2.30/SY	\$ 115,230
	Base, Compacted Limerock, 08" - 40000 SY @ \$10.00/SY	\$ 400,000
	Base, Compacted Limerock, 06" - 5167 SY @ \$9.00/SY	\$ 46,503
	Asphaltic Concrete, Type S-1 (1 1/4" Thick) - 39200 SY @ \$3.00/SY	\$ 117,600
	Asphaltic Concrete, Type III (1" Thick) - 44200 SY @ \$2.50/SY	\$ 110,500
	Concrete, Curb & Gutter, FDOT - 10875 LF @ \$9.00/LF	\$ 97,875
		\$ 887,708
Sidewalk	Concrete Sidewalk (Both Sides), plain, 04" Thick - 6100 SY @ \$16.40	\$ 100,040
		\$ 100,040
Signing & Marking	Pavement marking - LS	\$ 33,475
	Signing - LS	\$ 8,407
		\$ 41,882
Landscape	Grass Seeding and Mulch - 25,920 SY @ \$0.15/SY	\$ 3,888
	Sod - 13,100 SY @ \$1.50/SY	\$ 19,650
		\$ 23,538
CONTINGENCY		
Contingency Budget	10% of construction items	\$ 203,250
		\$ 203,250
TOTAL DEVELOPMENT BUDGET		<u>\$2,637,628</u>

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EXHIBIT "G"

Fee Pay Voucher

EXHIBIT G

IMPACT FEE VOUCHER
(CR-210 WEST DEVELOPMENT AND IMPACT FEE AGREEMENT)

1. Name and address of Grantor: (STONEHURST, A&S OR KKP-CHIPPEWA)
2. Name and Address of Grantee:
3. Legal Description of subject Property:

Subdivision or Master/Development Plan Name:

Grantor confirms that it has received from _____ on _____, 20__ funds
sufficient for the impact fees for roads required under St. Johns County Ordinance 87-57
as amended for: (Building permit # or Building description)

Grantor gives Notice to St. Johns County, Florida that the sum of \$ _____
should be deducted from the road Impact fee credit account of Grantor.

BY: _____
Print: _____
Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I, CHERYL STRICKLAND, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

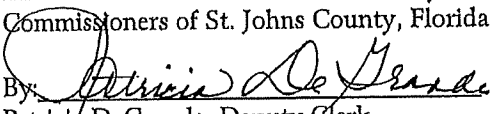
DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

DEVELOPMENT AND IMPACT FEE AGREEMENT BY AND AMONG
STONEHURST PLANTATION, INC., A&S LAND DEVELOPMENT COMPANY,
KKP CHIPPEWA, LTD., AND ST. JOHNS COUNTY ON JANUARY 15, 2001

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida,
of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 19th day of
January 2001.

CHERYL STRICKLAND
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida

By: 
Patricia DeGrande, Deputy Clerk

(seal)

