

RESOLUTION NO. 2024 - 326

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 WINGFIELD GLEN 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 Wingfield Glen PUD (DEVELOPER) entered into that certain Agreement (Agreement) on October 12, 1999 in conjunction with the original approval of the PUD (Ordinance 1999-01; Ordinance 2002-51) and recorded in Ordinance Book 1451, Page 561 of the Official Records of St. Johns County, Florida; and

WHEREAS, Section 9.f 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 \$791,168.37 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 Wingfield Glen PUD is located; and

WHEREAS, the transportation improvements which generated the impact fee credits awarded to the Wingfield Glen 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: *Juanee King*
Deputy Clerk

Rendition Date: AUG 09 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: *Sarah Arnold*
Sarah Arnold, Chair

Effective Date: AUG 06 2024



END OF DOCUMENT TO BE RECORDED

SUPPORTING DOCUMENTS

IMPACT FEE CREDIT TRANSFER REQUEST

LOCATION MAP

and

ORIGINAL IMPACT FEE CREDIT AGREEMENT



June 26, 2024

Jan Trantham
Transportation Department
St. Johns County

Re: Transfer of Impact Fees Request
Development and Impact Fee Agreement
OR 1451 Page 561

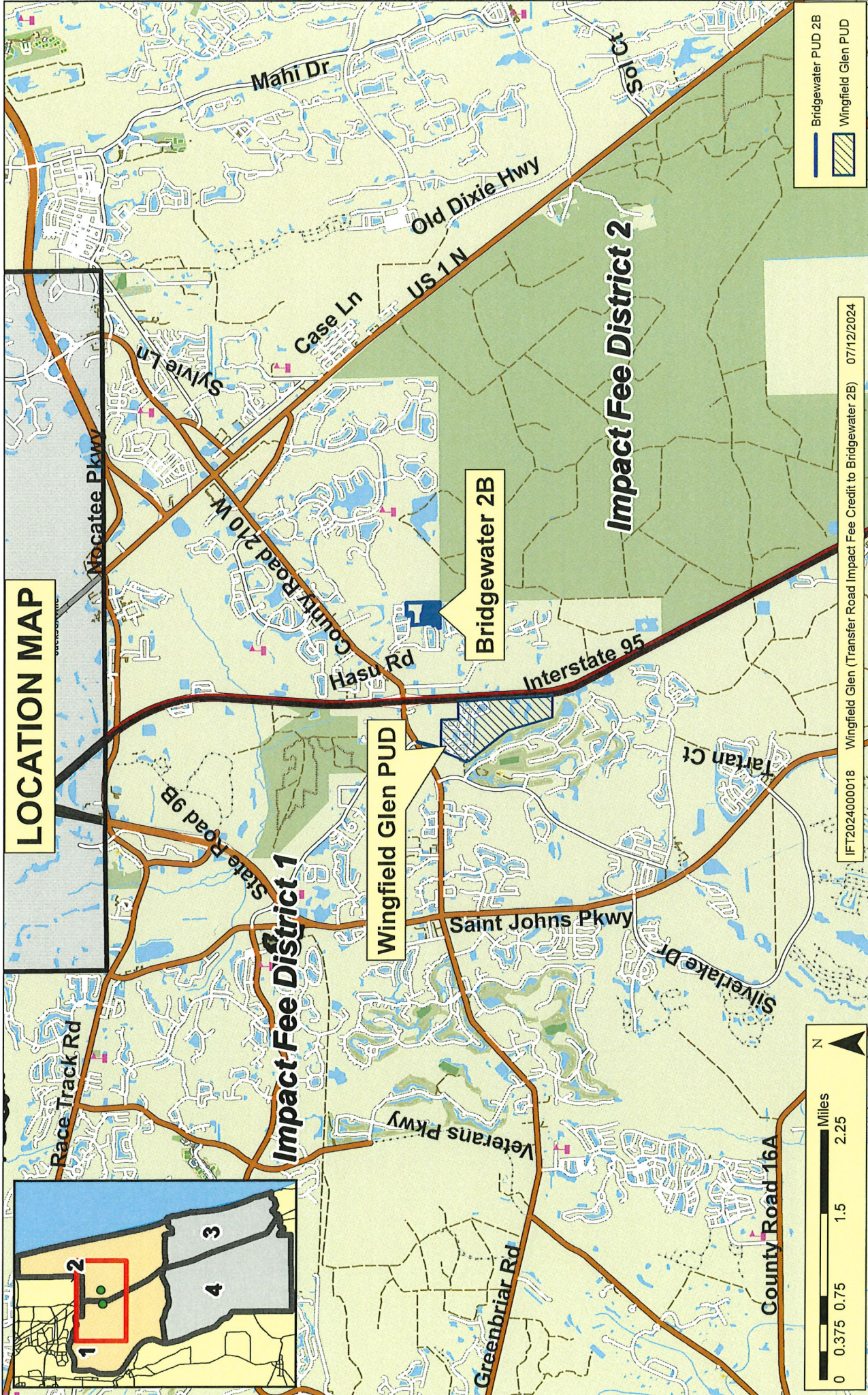
Dear Jan,

A&S Land Development Co. still holds \$791,168.3700 in road impact fee credits in the Development and Impact Fee Agreement dated October 29, 199 as recorded in the St. Johns County public records OR 1451 Pg 561. Please allow this letter to serve as a formal request to transfer \$791,168.37 of the outstanding credit balance in road impact fees to a nearby project, Bridgewater 2B, being developed by D.R. Horton. This will zero out any remaining credits in this Development Agreement allocated to A&S Land Development Co.

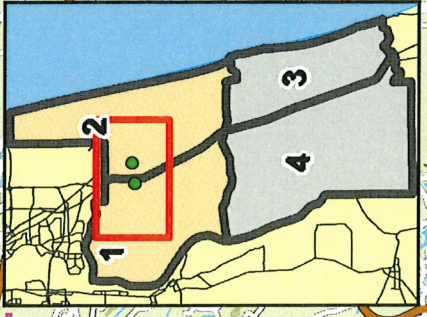
Sincerely,



Beth Breeding



LOCATION MAP



Legend:

- Bridgewater PUD 2B (Blue shaded area)
- Wingfield Glen PUD (Hatched area)

IFT2024000018 Wingfield Glen (Transfer Road Impact Fee Credit to Bridgewater 2B) 07/12/2024

Scale and Orientation:

- North Arrow (N)
- Scale Bar (Miles): 0, 0.375, 0.75, 1.5, 2.25

Impact Fee District 1

Impact Fee District 2

Bridgewater 2B

Wingfield Glen PUD

Interstate 95

US 1 N

Saint Johns Pkwy

County Road 16A

Greenbriar Rd

Veterans Pkwy

State Road 9B

Hasu Rd

County Road 210 W

Case Ln

Old Dixie Hwy

Mahi Dr

Sol Ct

Race Track Rd

Nocatee Pkwy

Sylvie Ln

Tartan Ct

Silverlake Dr

Effective Date - 12/8/99

St. Johns County, FL
Clerk# 99051167
O.R. 1451 PG 561
09:43AM 10/29/1999
REC \$173.00 SUR \$22.00

ST. JOE DEVELOPMENT AND IMPACT FEE AGREEMENT 10/12/99

THIS DEVELOPMENT AND IMPACT FEE AGREEMENT (the "Agreement"), made as of this 28 day of October, 1999 by and between ST. JOE RESIDENTIAL ACQUISITIONS, INC., a Florida corporation, its heirs, successors, or assigns ("St. Joe"), A&S LAND DEVELOPMENT CO., a Florida Corporation its heirs, successors, or assigns ("A&S"), jointly and severally, hereinafter collectively referred to as "Developers", and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, St. Joe is under contract to purchase the land described in Exhibit "A" attached hereto (the "St. Johns Property"), which is the subject of PUD Ordinance 98-7 (the "St. Johns PUD Ordinance");

WHEREAS, A&S is under contract to purchase the land described in Exhibit "B" attached hereto (the "Wingfield Glen Property"), which is the subject of PUD Ordinance 99-1 (the "Wingfield Glen PUD Ordinance");

WHEREAS, St. Joe proposes to develop the St. Johns Property which consists of approximately 820 acres on which are to be constructed up to 799 single family homes, associated retention areas, roadways, common areas, and a sales and recreation complex (the "St. Johns Proposed Development") as approved in the St. Johns PUD Ordinance;

WHEREAS, at the time of the application for a certificate of concurrency filed by St. Joe with respect to the St. Johns project there was adequate capacity on the County Transportation System to accommodate approximately 200 residential units of the 799 residential units proposed to be constructed by St. Joe in the St. Johns Project;

WHEREAS, A&S proposes to develop the Wingfield Glen Property which consists of approximately 218 acres on which are to be constructed up to 635 single and multi-family dwelling units, associated retention areas, roadways, recreational facilities and common areas (the "Wingfield Glen Proposed Development") as approved in the Wingfield Glen PUD Ordinance;

WHEREAS, central water and sewer service shall be provided by private franchised utility companies; drainage shall be provided by the Developers; solid waste shall be collected by the licensed franchisee in the area with curbside pickup; recreation, amenities and open space shall be provided by the County and the Developers as set forth in the respective PUD Ordinances; and education shall be provided by the School Board of St. Johns County;

WHEREAS, the following is the Public Facility Schedule applicable to the St. Johns PUD and the Wingfield Glen PUD.

Public Facility Schedule

The following public facilities will serve the St. Johns PUD, and the Wingfield Glen PUD (collectively the "Proposed Developments") through the 10 years of the Development Agreement to 2009.

- (1) Transportation - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3 herein, the Proposed Developments will meet all the requirements of the St Johns County Concurrency Management Ordinance 95-15 regarding the provision of roads.
- (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 as set forth in this Development Agreement in Paragraph 2, below.
- (3) Solid Waste - The County owns and operates the County's only landfill, Tillman Ridge. It will have sufficient space to accommodate the solid waste

generated by the Proposed Developments through 2009.

- (4) Drainage - St. Joe and A&S shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Paving and Drainage Ordinance 96-40, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.

- (5) Parks - Through 2009, the County's supply of acreage for parks and open space meets the adopted Level of Service Standard in all areas. The St. Johns PUD generates four (4) acres of demand for neighborhood park acreage and six (6) acres of demand for community park acreage. The St. Johns PUD Ordinance designates that seventeen (17) acres shall be developed as public recreation, plus an eighteen hole golf course of at least 100 acres which exceeds the acreage demand generated by the St. Johns PUD. The Wingfield Glen PUD generates three (3) acres of demand for neighborhood park and five (5) acres of demand for community park acreage. The Wingfield Glen PUD Ordinance designates that ten (10) acres shall be developed as recreation which exceeds the acreage demand created by the Wingfield Glen PUD.

WHEREAS, the Developers have obtained concurrency approval for water, sewer, drainage, solid waste, recreation/open space, and mass transit in accordance with the requirements of St. Johns County Concurrency Management Ordinance (Ordinance No. 95-15), for the Proposed Developments;

WHEREAS, the Developers wish to enter into this Agreement for the purposes of setting forth the conditions under which concurrency for roads for the improvements authorized to be constructed pursuant to the respective PUD Ordinances may be constructed;

WHEREAS, the Developers are executing this Agreement for a period of ten years in consideration for constructing certain transportation improvements and transferring right of way;

WHEREAS, the improvements to be constructed by the Developers will advance the implementation of the County's adopted Traffic Circulation Element, the Jacksonville Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, 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;

WHEREAS, the County has determined that ST. JOE RESIDENTIAL ACQUISITIONS, INC. and A&S LAND DEVELOPMENT CO. are making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Proposed Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, 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;

WHEREAS, the Concurrency Management Ordinance No. 95-15 of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development 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;

WHEREAS, it is stipulated and agreed that as the St. Johns County Board of County Commissioners is and shall be in the process of amending or creating growth management

ordinances and policies (specifically the St. Johns County Concurrency Management Ordinance; Zoning Ordinance; Subdivision Regulation Ordinance; Paving and Drainage Ordinance; Landscape Ordinance; Tree Protection and Land Clearing Ordinance; Flood Damage Protection Ordinance; and Impact Fee Ordinance) during the effective period of this Agreement; such laws and policies, in effect at the time this Development Agreement becomes effective and as they may be amended during the effective period of this Agreement, shall govern the development of the Property covered by this Agreement, except as otherwise specifically provided for by the Planned Unit Development Ordinances and the terms of this Agreement; and

WHEREAS, the §380.06 (16), Florida Statutes require the County to establish and implement a procedure that credits a development order exaction or fee toward an impact fee or exaction imposed by local ordinance for the same need; and

WHEREAS, Ordinance 87-57 establishes both the existence of an impact fee and the procedure required by §380.06(16); and

WHEREAS, the right-of-way improvements contemplated to be donated or acquired and constructed by Developers are necessary for Developers to obtain a certification of concurrency for the development of their respective projects; and

WHEREAS, the parties wish to specify the value of the Developers' right-of-way and improvements as calculated under Ordinance 87-57; and

WHEREAS, the parties wish to provide a mechanism for the management of the impact fee credits to which the Developers may become entitled; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are

hereby acknowledged, it is mutually agreed as follows:

1. Findings of Fact.

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose.

The purpose of this Agreement is:

(a) to authorize any owner of the St. Johns Property, or the Wingfield Glen Property to construct any portion or all of the respective portions of the Proposed Developments authorized by St. Johns PUD Ordinance, and the Wingfield Glen PUD Ordinance 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) to be set forth the agreed upon value of the Developers' contributions to the County transportation system as qualify for transportation impact fee credits under, and as may be limited by, Ordinance 87-57; and

(c) to establish a procedure for processing and accounting for such transportation impact fee credits.

The PUD Ordinances approve the development of the following densities and intensities on the St. Johns Property, and the Wingfield Glen Property:

ST. JOHNS

799 single family units, an 18 hole golf course, up to 10,000 square feet of commercial use

to be located in the recreation center, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development with no building to exceed thirty-five (35) feet in height pursuant to the St. Johns PUD ordinance.

WINGFIELD GLEN

635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development with no single family residential building to exceed thirty-five (35) feet in height and with no multi-family residential building to exceed forty-five (45) feet in height pursuant to the Wingfield Glen PUD.

Amendments to the respective PUD Ordinances from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PUDs and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. If the PUD Ordinance(s) are amended in such a way as to significantly increase such transportation impacts as set forth herein, this Agreement shall not be effective as to the proposed development causing the increased impacts.

3. Developers' Obligations and Consideration.

The Developers hereby covenant and agree to the following commitments which are necessary to properly provide for impacts caused by the above referenced development; provided, however, that if a community development district is established for one or more portions of the development, then it is intended that the community development district may independently satisfy such obligations and St. Johns County approves of and consents to the community development district's role. To the extent any such obligation under this development agreement is met or performed by a community development district then the Developers shall no longer be subject to the obligation. The commitments are as follows:

(a) **As to St. Johns Access Road**

Prior to platting of the first phase of residential units in the St. Johns Proposed Development or twelve (12) months from the date of execution of this Development Agreement, whichever shall first occur, Developer shall:

i) Provide design and engineering for the alignment of a 130 foot right of way on the property owned or to be acquired by St. Joe from County Road 210 to a connection with the existing roadbed of Leo Maguire Road at a location as shown on Exhibit "C", attached hereto and incorporated herein by reference;

ii) Construct at Developers' expense approximately 4500 feet of two lane road with curb and gutter and sidewalks complying with the requirements of Ordinance 96-40, pursuant to the roadway section design depicted on the attached Exhibit "C", such road to extend from County Road 210 to the entrance of the St. Johns Proposed Development with a southbound left turn lane at project entrance and a north bound turn/acceleration lane and complete such construction at the same time as the improvements described in the plat of the first phase.

iii) Pay for the acquisition, surveying, design, engineering, and construction of the realigned roadway.

iv) Transfer the aligned and constructed roadway within 130 foot right of way to St. Johns County.

(b) **As to County Road 210**

Prior to the issuance of the two hundredth building permit for a residential unit in both the Wingfield Glen Development and the St. Johns Development or twelve months from the date of execution of this Development Agreement, whichever should first occur, Developers shall:

i) acquire at their expense additional CR 210 right-of-way sufficient to accommodate the CR 210 improvements described herein; and

ii) commence construction of certain improvements to CR 210 which improvements shall be complete within one (1) year of commencement. The improvements to County Road 210 shall consist of approximately 4,575 linear feet of four lane divided roadway with associated stormwater management system to serve County Road 210 drainage and approximately 680 linear feet of three lane roadway utilizing a center turn lane for Interstate 95 north bound traffic within the existing right-of-way of Interstate 95, all as more particularly depicted in the drawing of Hill, Boring & Associates dated April 9, 1998 a copy of which is attached hereto as Exhibit "D" ("County Road 210 Improvement"). 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, within reasonable limits, what constitutes a minor deviation. Except as set forth in the exhibits attached hereto, all construction within County Road 210 shall meet the requirements of the St. Johns County Paving and Drainage Ordinance 96-40 unless otherwise approved by St. Johns County. Limits of the four lane construction will begin at the westerly boundary of the St. Johns Property and proceed to the south-bound ramps of Interstate 95. The three lane section will begin at the south-bound ramps of Interstate 95 traversing beneath the existing bridge over pass and end at the north-bound ramps of Interstate 95. Construction within the Interstate right-of-way shall meet the requirements of the Florida Department of Transportation. The roadway improvement is depicted on Exhibit "D", attached and shall 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 St. Joe until construction of the County Road

210 improvement.

(c) **Financial Security**

As a condition of the recording of any plat of the St. Johns Property or portion thereof, Developers shall post a bond or other security satisfactory to the County for the estimated costs of the St. Johns Access Road and County Road 210 improvements conditioned upon the performance by Developers of all their obligations hereunder. As a condition of the recording of any plat of the Wingfield Glen Property or a portion thereof Developers shall post a bond or other security satisfactory to the County for the estimated costs of the CR 210 improvements conditioned upon the performance by Developers of all obligations of Developers hereunder with respect to the CR 210 improvements.

4. **County Concurrency Obligations.**

By executing this Development Agreement, and subject to the Developers obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby grants to:

(a) St. Joe, its heirs, successors or assigns, authority to take action to proceed with the construction of 799 single family units, an 18 hole golf course, 10,000 square feet of commercial space to be located in the recreation complex, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

(b) A&S its heirs, successors or assigns, authority to take action to proceed with the construction of 635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

5. Authority and Duration.

This Agreement is made and granted pursuant to St. Johns County Ordinance 99-51, 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. Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder 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.

6. 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 the Concurrency Management Ordinance No. 95-15, as they may be amended from time to time. If the County modifies its Concurrency Management System Ordinance (the "Ordinance") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developers' Property described in Exhibits A and B. Provided, however, no such modification of the Ordinance or any other land development regulation shall be applied in a

manner that operates to prevent development of Developers' Property as would be permitted by this Agreement hereunder 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 the Ordinance 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 applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

7. Necessity to Obtain Permits.

Developers hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Property 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.

8. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.

The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and approved in St. Johns County PUD Ordinance No. 98-7 is 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 landowner is, by execution of this Agreement, making a binding commitment to the County to pay to purchase land for and construct the transportation facilities, to serve the proposed development.

9. Impact Fees.

Pursuant to St. Johns County Ordinance No. 87-57 ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, (a "Fee Payer") as evidenced by such person's application for a building permit or certificate of occupancy to pay a public capital facilities impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

Pursuant to the requirements of the Agreement, Developers have agreed to construct certain roads both on and offsite and to convey certain rights of way, all as more fully described herein.

Developers have requested and the County has agreed to provide to Developers certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements and rights of way ("Road Impact Fee Credits"), as follows:

(a) Amount. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, the parties have agreed to the following values for the rights of way and/ or improvements required under this agreement:

i) St. Johns Access Road. 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 St. Johns Access Road are agreed to be \$1,845,137.05 as detailed in Exhibit "E", attached hereto. The parties agree that Developers, subject to the limitations stated in 9(f), are entitled to a maximum Road Impact Fee Credit of thirty-two (32%) percent of the value, which sum is \$590,443.87.

ii) CR 210. 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 agreed to be \$3,064,168.26 as detailed in Exhibit "F", attached hereto. The parties agree, subject to the limitations stated in 9(f), that Developers are entitled to a maximum Road Impact Fee Credit of one hundred (100%) of that amount, which sum is \$3,064,168.26.

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

St. Joe -	\$2,428,944.83
A&S -	\$1,225,667.30.

(b) Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the St. Johns Proposed Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to St. Joe. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings within the Wingfield Glen Proposed Development shall pay for amount equal to the amount due under the Road Impact Fee Ordinance directly to A&S. So long as the total Road Impact Fee Credits for which Developers have issued vouchers for under this agreement is an amount less than or equal to the maximum total Road Impact Fee Credits authorized by this agreement by the amount of said new voucher, Developer shall then issue to such Fee Payer a voucher (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 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.

(c) Sale of Development. In the event that Developers may determine to sell all or part of their respective projects, the Developer may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within their respective projects for such consideration as Developers, in their sole discretion, determines. In such event, the Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the road Impact Fee Credit, confirmation of the amount of the Road Impact Fee Credit vested in the Developer. In no event shall Developers sell, transfer, assign or convey all or part of the Road Impact Credits outside the Proposed Developments without the approval of the County.

(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. At such time as all the required improvements, as described herein have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Developers or the Fee Payers seeking building permits or certificates of occupancy within the proposed 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 outside the Proposed Developments without the approval of the County. In the event that the obligations of the Developers are assigned or delegated in whole or in part to a community development district in accordance with the terms of this Agreement, the amount of Road Impact Fee Credits to which Developers are entitled is limited to an amount not greater than the value of the land contained within the rights of way dedicated by the Developers to the county and the value of the design, installation and improvements provided at the expense of Developers, it being the intent of the parties that Developers shall not be entitled to Road Impact Fee Credits for the value of right of way dedicated or design, installation and improvements provided by a community development district. Further, Developers acknowledge that the total amount of such Road Impact Fee credits may be further limited by Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and Covenant and 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 of each individual project are limited to the extent and/or amount of Road Impact Fees which are due or become due from each individual project.

10. Remedies and Monitoring.

(a) If either Developers or County fail to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies 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 (1995).

(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 163.3235, 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 as required by Paragraph 11(f) below.

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

11. 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.

12. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the County and Developers hereunder, 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 hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof 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 Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development 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.

13. 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.

14. Exhibits.

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

15. 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 hereof.

16. Counterparts.

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

17. Effective Date.

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"). The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 6 as set forth above.

18. Amendment.

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

19. Duration of Permits.

Developers acknowledge except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

20. Further Assurances.

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. 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 hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21. Notices.

Any notices or reports required by this 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 St. Joe: Mr. Mark Ambach
ARVIDA
3995 Hunt Club Road
Jacksonville, FL 32224

With copy to: George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

For A&S Gary Silverfield
A&S Land Development Company
7866 Southside Boulevard
Jacksonville, FL 32256

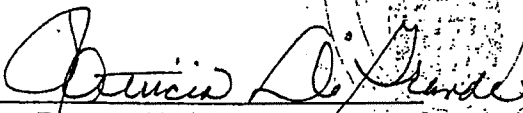
With copy to: John D. Bailey, Jr., Attorney at Law
Upchurch, Bailey & Upchurch
780 N. Ponce de Leon Boulevard
St. Augustine, FL 32084


Passed and Duly Adopted by the Board of County Commissioners of St. Johns County,

Florida, this 12 day of October, 1999.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida

By: 
Deputy Clerk

By: 
Chairman

BEN W. ADAMS, JR.
COUNTY ADMINISTRATOR

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

Witness:

Andrea Young
Name: Andrea Gomez

Maria J. Bios
Name: Maria J. Bios

ST. JOE RESIDENTIAL ACQUISITIONS, INC.

By: [Signature]
Name: JAMES D. MOTTA
Its: President

Date: October 21, 1999

Witness:

Douglas Skelton
Name: Douglas Skelton

Douglas Skelton
Name: Douglas Skelton

A&S LAND DEVELOPMENT COMPANY

By: [Signature]
Name: CHARLES F. ATKERSON, JR.
Its: President

Date: 10/22/99

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

Witness:

Janora J. Sheffield
Name: JANORA J. SHEFFIELD

Janet D. Trantham
Name: Janet D. Trantham

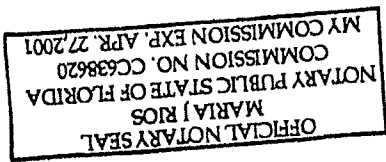
By: [Signature]
Name: BEN W. ADAMS, JR.
Its: Chairman COUNTY ADMINISTRATOR

Date: 10/28/99

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 21st day of October, 1999, by James J. Motta, the Vice President of ST. JOE RESIDENTIAL ACQUISITIONS, INC. He/she has produced _____ as identification and (did/did not) take an oath. Is personally known to me.

Maria J. Rios
NOTARY PUBLIC, State of Florida
Name: Maria J Rios



My Commission Expires: 4/27/2001
My Commission Number is: CC 638620

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 22 day of October, 1999, by Charles F. Atkinson Sr, the Vice President of A&S LAND DEVELOPMENT COMPANY. He/she has produced Uma as identification and (did/did not) take an oath.

Donna J. Mylod
NOTARY PUBLIC, State of Florida
Name: Donna J Mylod



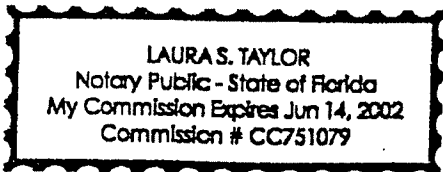
Donna J. Mylod
MY COMMISSION # CC850761 EXPIRES
August 28, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 28th day of October, 1999, by Ben W. Adams Jr on behalf of the Board of County Commissioners of St. Johns County. He/she has produced is personally known as identification and (did/did not) take an oath.

Laura S. Taylor
NOTARY PUBLIC, State of Florida
Name: Laura S. Taylor



My Commission Expires: _____
My Commission Number is: _____

OR1451PG 583

Exhibit "A"

"The St. Johns Property"

EXHIBIT A

OR1451PG 584

PARCEL "A"

RECORDS BOOK 724, PAGE 1696 OF THE A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET; THENCE S.2306'51"W., A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.4256'15"W. AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.6245'39"W., A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING SOUTH 4433'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 262'05"W , A DISTANCE OF 429.59 FEET; THENCE DUE WEST 787.18 FEET; THENCE NORTH 61 55'39"W, A DISTANCE OF 821.24 FEET; THENCE DUE NORTH A DISTANCE OF 600.00 FEET; THENCE DUE EAST, A DISTANCE OF 750.00 FEET; THENCE DUE NORTH, A DISTANCE OF 600.00 FEET; THENCE NORTH 72 15'19"E, A DISTANCE OF 2624.88 FEET; THENCE NORTH 00 00'43"E, A DISTANCE OF 2449.07 FEET; THENCE NORTH 5823'09"E, A DISTANCE OF 1526.49 FEET; THENCE NORTH 32 28'57"W., A DISTANCE OF 706.30 FEET; THENCE NORTHEASTERLY 187.88 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, ALONG THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A CHORD BEARING NORTH 60 05'51"E, AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 57 47'48"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF BEGINNING CONTAINING 179.05 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL A IN OFFICIAL PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "B"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 566.97 FEET; THENCE S.2306'51"W., A DISTANCE OF 1621.90 FEET TO THE POINT OF BEGINNING; THENCE S.3814'02"E, A DISTANCE OF 2347.25 FEET; THENCE S.1556'43"E, A DISTANCE OF 2233.98 FEET; THENCE N.8958'05"E., A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95); THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S.1718'48"E. AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.2729'04"E., CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET; THENCE S.3056'36"W, A DISTANCE OF 806.94 FEET; THENCE S.8958'25"W, A DISTANCE OF 4301.90 FEET; THENCE N.0000'09"W., A DISTANCE OF 805.66 FEET; THENCE N.6338'55"W, A DISTANCE OF 2590.10 FEET; THENCE N.2621'05"E., A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4433'22"E., AND A CHORD DISTANCE OF 991.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.6245'39"E., A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4256'15"E. AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.2306'51"E., A DISTANCE OF 648.62 FEET; THENCE S.8943'40"E., A DISTANCE OF 387.99 FEET; THENCE N.0014'32"E, A DISTANCE OF 603.56 FEET; THENCE N.8220'31"E, A DISTANCE OF 127.59 FEET; THENCE N.2306'51"E, A DISTANCE OF 1506.34 FEET TO THE POINT OF BEGINNING CONTAINING 539.14 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

EXHIBIT A

PARCEL "C"

A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET TO THE POINT OF BEGINNING; THENCE S.2306'51"W., A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.4256'15"W. AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.6245'39"W., A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING S.4433'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 2621'05"W , A DISTANCE OF 429.59 FEET; THENCE S.6338'55"E., A DISTANCE OF 120.00 FEET; THENCE N.2621'05"E., A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4433'22"E. AND A CHORD DISTANCE OF 993.47 FEET; THENCE S.6245'39"E., A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4256'15"E AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.2306'51"E, A DISTANCE OF 4449.77 FEET TO THE POINT OF BEGINNING CONTAINING 20.62 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL C IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "D"

A PART OF SECTIONS 17, AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.5747'48"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET; THENCE SOUTHWESTERLY 187.88 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.6005'51"W. AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF BEGINNING; THENCE S.3228'57"W., A DISTANCE OF 706.09 FEET; THENCE S.5823'09"W., A DISTANCE OF 1526.49 FEET; THENCE N.0000'43"E., A DISTANCE OF 1135.26 FEET; THENCE NORTHEASTERLY 963.47 FEET ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, A CHORD BEARING N.7411'46"E. AND A CHORD DISTANCE OF 956.67 FEET TO THE POINT OF BEGINNING; CONTAINING 23.64 ACRES MORE OR LESS;

PARCEL "E"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 366.97 FEET; THENCE S.2306'51"W., A DISTANCE OF 1621.90 FEET; THENCE S.3814'02"E, A DISTANCE OF 2347.25 FEET; THENCE S.1556'43"E, A DISTANCE OF 2233.98 FEET; THENCE N.8958'05"E., A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95); THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S.1718'48"E. AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.2729'04"E., CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET; THENCE S.3056'36"W, A DISTANCE OF 806.94 FEET; THENCE S.8958'25"W, A DISTANCE OF 177.35 FEET; THENCE S.3315'19"W, A DISTANCE OF 118.13 FEET; THENCE S.2224'46"W, A DISTANCE OF 85.24 FEET; THENCE S.4231'34"W., A DISTANCE OF 268.98 FEET; THENCE S.4917'38"W., A DISTANCE OF 116.21 FEET; THENCE S.5757'46"W., A DISTANCE OF 436.02 FEET; THENCE S.7406'55"W., A DISTANCE OF 89.70 FEET; THENCE S.8715'32"W., A DISTANCE OF 298.37 FEET; THENCE S.8152'12"W., A DISTANCE OF 9.46 FEET; THENCE S.8757'27"W., A DISTANCE OF 70.59 FEET; THENCE S.7510'10"W, A DISTANCE OF 2470.49 FEET; THENCE N.2132'44"W, A DISTANCE OF 1457.75 FEET; THENCE N.8958'25"E, A DISTANCE OF 4301.90 FEET TO THE POINT OF BEGINNING CONTAINING 80.0 ACRES MORE OR LESS;

POOR ORIGINAL QUALITY

OR1451PG 587

Exhibit "B"
the "Wingfield Glen Property"

MAP SHOWING BOUNDARY SURVEY OF

WINGFIELD GLEN

A parcel of land being a portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Southwest corner of the F. J. Fallo Grant, Section 40, said Township 5 South, Range 28 East, said point being monumented by a light wood post; run thence North $88^{\circ}34'24''$ East, along the South line of said Section 40 (being the North line of said Section 20) a distance of 280.15 feet to a point on the Westerly right of way line of State Road No. 9, also known as Interstate I-95 (a 300 foot limited access right of way as per the State of Florida, State Road Department Right of Way Map Section No. 78088-2403, recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County, Florida); run thence along the Westerly line of said State Road No. 9, also known as Interstate I-95, the following two (2) courses and distances: Course No. 1: South $03^{\circ}08'06''$ East, a distance of 4,253.34 feet to the point of curvature of a curve leading Southerly; Course No. 2: thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 3,925.72 feet, through a central angle of $04^{\circ}05'20''$ to the left, an arc distance of 280.15 feet to a point on the South line of said Section 21, last said line being subtended by a chord bearing and distance of South $05^{\circ}10'46''$ East, 280.09 feet; run thence South $89^{\circ}57'30''$ West, along the aforesaid South line of said Section 21, and then along the South line of said Section 20, a distance of 1031.26 feet to a point; run thence North $15^{\circ}57'21''$ West, a distance of 2,233.98 feet to a point; run thence North $38^{\circ}14'40''$ West, a distance of 2,336.54 feet to a point on the Southeasterly line of Exhibit "C" as recorded in Official Records Book 724, Page 698 (also being the Southeasterly line of Exhibit "C" as recorded in Official Records Book 955, Page 1147); run thence North $23^{\circ}29'42''$ East, along last said line, a distance of 1,493.09 feet to the North line of the South $\frac{1}{2}$ of said Section 20; run thence South $89^{\circ}27'33''$ East, along last said line and then along the North line of Government Lot 1, Section 20, a distance of 1,357.68 feet to a point on the Westerly boundary of said Section 40, the F. J. Fallo Grant; run thence South $01^{\circ}21'01''$ East, along last said line, a distance of 832.49 feet to the POINT OF BEGINNING.

Said lands containing 217.84 acres, more or less, in area.

WINGFIELD GLEN

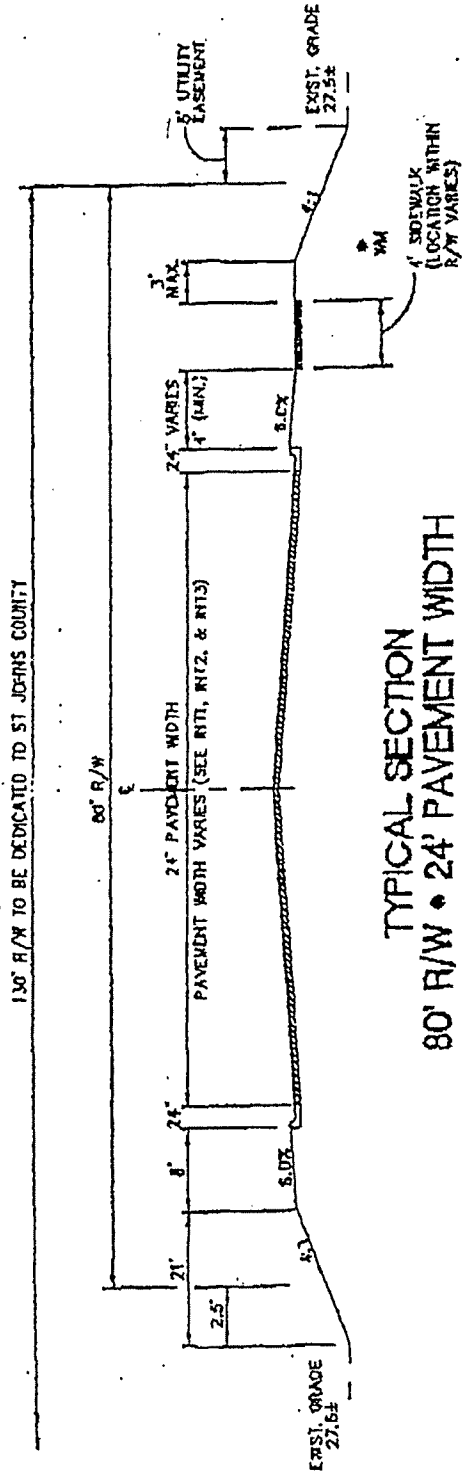
Exhibit "C"

St. Johns Access Road Design

0R1451PG 590

MAY 25 1999 06:41 PM FRUITA REPLY SFLSS 904 223 06:41 TO 1906232498 P.02

EXHIBIT 'C'

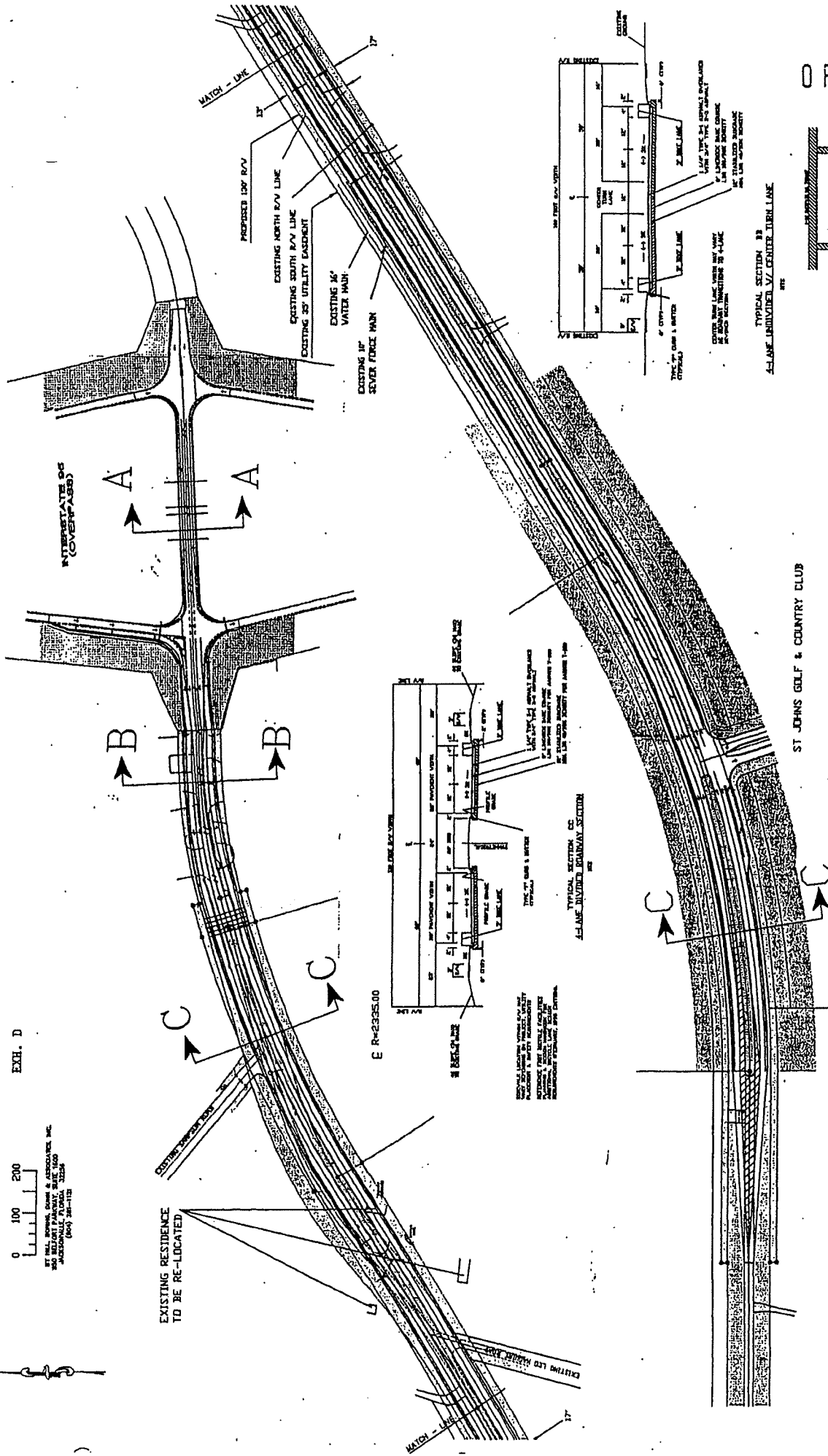


TYPICAL SECTION
 80' R/W • 24' PAVEMENT WIDTH
 RE-LOCATED LEO MCGUIRE ROAD

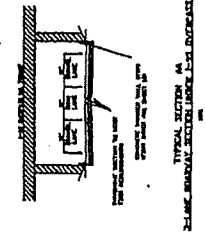
OR1451PG 591

Exhibit "D"

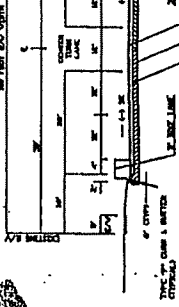
CR 210 Roadway Improvements Design



**CONCEPTUAL PLAN
COUNTY ROAD 210 IMPROVEMENTS
FOR ARVIDA - A ST. JOE COMPANY**



TYPICAL SECTION BB
AL-1 - DIVIDER 1/2 CENTER TURN LANE



TYPICAL SECTION CC
AL-1 - UPPER GRANULAR SECTION

NOTE: THIS DRAWING IS A CONCEPTUAL DRAWING FOR DISCUSSION AND ILLUSTRATION PURPOSES ONLY.

EXH. D

0 100 200
BY: HILL, HOWELL, CURTIS & ASSOCIATES, INC.
1000 N. GARDEN AVENUE, SUITE 200
DENVER, COLORADO 80202
(303) 733-1122

Exhibit "E"

St. Johns Access Road Cost Estimates

ESTIMATED CONSTRUCTION COST FOR LEO-MAGUIRE ROADWAY IMPROVEMENTS

7/16/98

	Quantity	Unit	Unit Price	Total Amount	
Miscellaneous					
1	1	ls	\$ 10,000.00	\$ 10,000.00	
2	21.3	ac	\$ 12,000.00	\$ 255,600.00	
3	1	ls	\$ 20,000.00	\$ 20,000.00	
4	1	ls	\$ 30,000.00	\$ 30,000.00	
5	1	ls	\$ 75,000.00	\$ 75,000.00	
6	1	ls	\$ 7,500.00	\$ 7,500.00	\$ 398,100.00
Earthwork Related					
1	23.35	ac	\$ 4,000.00	\$ 93,400.00	
2	20,400	cy	\$ 4.50	\$ 91,800.00	
3	157,400	cy	\$ 2.25	\$ 354,150.00	
4	48,000	cy	\$ 1.50	\$ 72,000.00	
5	113,000	sy	\$ 0.35	\$ 39,550.00	
6	11,500	sy	\$ 2.00	\$ 23,000.00	
7	18,000	sy	\$ 0.08	\$ 1,440.00	\$ 675,340.00
Erosion & Sediment Control					
1	1	ls	\$ 10,000.00	\$ 10,000.00	
2	10,200	lf	\$ 1.25	\$ 12,750.00	\$ 22,750.00
Paving Related					
1	23,450	sy	\$ 1.50	\$ 35,175.00	
2	19,525	sy	\$ 5.60	\$ 109,340.00	
3	19,525	sy	\$ 3.40	\$ 66,385.00	
4	10,575	lf	\$ 7.00	\$ 74,025.00	
5	2,850	sy	\$ 13.50	\$ 38,475.00	\$ 323,400.00
Striping & Signage					
1	1	ls	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Drainage Related					
1	10	ea	\$ 2,400.00	\$ 24,000.00	
2	2	ea	\$ 1,800.00	\$ 3,600.00	
3	440	lf	\$ 21.50	\$ 9,460.00	
4	860	lf	\$ 30.00	\$ 25,800.00	
5	4	ea	\$ 525.00	\$ 2,100.00	\$ 64,960.00
CR 210 / Leo Maguire Turn Lanes					
1	1,600	cy	\$ 5.00	\$ 8,000.00	
2	3,190	cy	\$ 1.50	\$ 4,785.00	
3	8,550	sy	\$ 0.35	\$ 2,992.50	
4	2,725	sy	\$ 2.00	\$ 5,450.00	
5	8,275	sy	\$ 0.08	\$ 662.00	
6	2,350	sy	\$ 1.50	\$ 3,525.00	
7	2,225	sy	\$ 5.60	\$ 12,460.00	
8	2,700	sy	\$ 1.50	\$ 4,050.00	
9	1,950	sy	\$ 2.25	\$ 4,387.50	
10	4,850	sy	\$ 2.25	\$ 10,912.50	
11	1	ls	\$ 7,500.00	\$ 7,500.00	
12	2,250	lf	\$ 1.25	\$ 2,812.50	

EXHIBIT E

OR1451PG 595

13	Maintenance of Traffic	90	days	\$	232.00	\$	20,880.00	
14	Testing	1	ls	\$	1,500.00	\$	1,500.00	
15	Inspection	1	ls	\$	15,000.00	\$	15,000.00	\$ 104,917.00
							Sub-Total:	\$ 1,604,467.00
							15.00% Contingency:	\$ 240,670.05
							Total:	\$ 1,845,137.05
Total Linear Footage of Construction:					5,100	Cost/ft:	\$ 361.79	

Note: This estimate is based on the best information available as no construction drawings for the Leo-Maguire improvements have been developed at this time. Assumptions made during the development of this estimate are as follows:

1. R/W Acquisition accounts for total length of Leo-Maguire road within the SJG&CC property limits at 130 foot width.
2. Drainage costs (Ponds and Conveyance System) account for full 4-lane development of Leo-Maguire Road.
3. Clearing and roadway construction costs are based on construction of a 2 lane curb & gutter section only.
4. Utility construction (water and sewer force main) are not included in this cost estimate.
5. Storm sewer conveyance system is based on a 10 year storm event per SJC requirements for major collector roadways.
6. Leo-Maguire road improvements are based on a 130 foot R/W, 4-lane major collector. 2 lanes are to be constructed as part of the SJG&CC development with future expansion to 4 lanes (by others) when necessary.
7. 1 Bike lane is included in paving quantities for Leo-Maguire road.
8. Turn lane improvements at intersection of Leo-Maguire and CR210 are based on a 180 foot storage plus 385 foot decel (including 50 foot taper).
9. Approximately 30% of the pond excavation quantities is required for construction of Leo-Maguire Road.
10. Unsuitable material excavation depth is 3 foot.
11. No street lighting or electrical conduit crossings are included in this estimate.

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Exhibit "F"

CR 210 Improvements Cost Estimates

EXHIBIT "F"

ESTIMATED CONSTRUCTION COST FOR COUNTY ROAD 210 IMPROVEMENTS
(SEE NOTES BELOW)

7/26/99

	Quantity	Unit	Unit Price	Total Amount
<u>Land Acquisition</u>				
1 Land Acquisition	1	ls	\$ 138,756.00	\$ 138,756.00
<u>Miscellaneous</u>				
1 Mobilization	1	ls	\$ 25,000.00	\$ 25,000.00
2 Maintenance of Traffic	1	ls	\$ 140,000.00	\$ 140,000.00
3 Surveying - Control, Const. Layout, & As-builts	1	ls	\$ 75,000.00	\$ 75,000.00
4 Construction Inspection	1	ls	\$ 40,000.00	\$ 40,000.00
5 Engineering Design & Certification	1	ls	\$ 75,000.00	\$ 75,000.00
6 Testing	1	ls	\$ 65,000.00	\$ 65,000.00
7 Environmental - Penmitting	1	ls	\$ 25,000.00	\$ 25,000.00
8 Environmental - Mitigation	1	ls	\$ 100,000.00	\$ 100,000.00
				\$ 545,000.00
<u>Earthwork Related</u>				
1 Clearing & Grubbing - Road R/W	3.50	ac	\$ 3,500.00	\$ 12,250.00
2 Clearing & Grubbing - Pond Sites	2.00	ac	\$ 5,000.00	\$ 10,000.00
3 Demolition & Removal of Existing Roadway	14,600	sy	\$ 5.00	\$ 73,000.00
4 Unsuitable Material Removal & Disposal	25,426	cy	\$ 4.50	\$ 114,417.00
5 Stormwater Pond Excavation	27,375	cy	\$ 3.00	\$ 82,125.00
6 Fill Material - Roadway & Pond Berms	53,054	cy	\$ 4.00	\$ 212,216.00
7 Grading - Roads & Stormwater Ponds	94,750	sy	\$ 1.00	\$ 94,750.00
8 Sod - Road Edge and Medians	14,667	sy	\$ 2.25	\$ 33,000.00
9 Sod - Pond Top and Slopes	6,500	sy	\$ 2.25	\$ 14,625.00
10 Grassing	32,875	sy	\$ 0.08	\$ 2,630.00
				\$ 649,013.00
<u>Erosion & Sediment Control</u>				
1 Turbidity Control	1	ls	\$ 10,000.00	\$ 10,000.00
2 Silt Fence	13,150	lf	\$ 1.25	\$ 16,437.50
				\$ 26,437.50
<u>Paving Related (Includes Turn Lanes)</u>				
1 12" Stabilized Subgrade	43,150	sy	\$ 1.30	\$ 56,095.00
2 8" Limerock Base	35,975	sy	\$ 5.60	\$ 201,460.00
4 2" Asphalt Surface Course (2 Layers per County Specs)	35,975	sy	\$ 4.50	\$ 161,887.50
5 Type "F" Curb & Gutter	16,750	lf	\$ 7.00	\$ 117,250.00
6 Concrete Barrier Wall	400	lf	\$ 125.00	\$ 50,000.00
7 Sidewalk	6,650	sy	\$ 13.50	\$ 89,775.00
				\$ 676,467.50
<u>Traffic Signal, Striping & Signage</u>				
1 Traffic Signal	1	ls	\$ 100,000.00	\$ 100,000.00
2 Striping & Signage	1	ls	\$ 35,000.00	\$ 35,000.00
				\$ 135,000.00

Drainage Related (Based on 2 Pond Sites)

1	Curb Inlets	20	ea	\$	2,500.00	\$	50,000.00	
2	Storm Manholes	4	ea	\$	1,500.00	\$	6,000.00	
3	RCP - 15"	475	lf	\$	19.00	\$	9,025.00	
4	RCP - 18"	775	lf	\$	25.50	\$	19,762.50	
5	RCP - 24"	2,025	lf	\$	38.75	\$	78,468.75	
6	RCP - 30"	200	lf	\$	50.50	\$	10,100.00	
7	RCP - 36"	600	lf	\$	56.50	\$	33,900.00	
8	MES - 30"	2	ea	\$	1,000.00	\$	2,000.00	
9	MES - 36"	1	ea	\$	1,200.00	\$	1,200.00	
10	Underdrain	6,000	lf	\$	10.00	\$	60,000.00	
11	Outfall Structures	2	ea	\$	4,250.00	\$	8,500.00	
12	10' x 8' Box Culvert Extensions - 4 Barrels	200	lf	\$	1,125.00	\$	225,000.00	
13	Chain-Link Fence for Ponds	1,225	lf	\$	6.50	\$	7,962.50	\$ 511,918.75

Sub-Total (Excluding Land Acquisition): \$ 2,543,836.75

15.00% Contingency: \$ 381,575.51

Total (Including Land Acquisition): \$ 3,064,168.26

Notes: This opinion of estimated costs is based on the best information available as no construction drawings for the County Road 210 improvements have been developed at this time. Assumptions made during the development of this estimate are based on a conceptual drawing and other assumptions which include but are not limited to the following:

1. Left & Right Turn Lane at Intersection of SJG&CC and CR210 assumes 180 foot storage plus 385 foot decel length.
2. Stormwater Conveyance System is based on 2 pond sites on north side of CR210 - one near SJG&CC entrance and one located on west side of Sampson Creek. Pipe sizes and pond sizes could vary due to location of ponds and actual field conditions.
3. This estimate assumes that adequate legal positive outfall for pond sites exists and tailwater levels in outfall areas are not a problem.
4. No utility re-locations are included in this estimate.
5. This estimate is based on a 130 R/W and 4 lane divided roadway w/ Curb & Gutter and storm sewer system.
6. This estimate assumes reconstruction of roadway to 3 lane section beneath I-95 overpass within limits of I-95 R/W. Reconstruction of roadway is based on pavement section & installation of barrier walls only and does not include any other work.
7. Land acquisition costs may need to be adjusted based on appraisals.
8. Unit prices were taken from best available information sources including the SR207 cost estimates provided by FDOT and the FDOT historical construction contract history.
9. Contingency not applied to land acquisition cost.

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Exhibit "G"

Voucher issued by Developer to Fee Payer

EXHIBIT "G"

Date: _____

IMPACT FEE VOUCHER
ST. JOHNS GOLF & COUNTRY CLUB DEVELOPMENT OF REGIONAL IMPACT

Legal Description: Lot _____
Street Address _____
Subdivision:
St. Johns Golf & Country Club, Unit _____, Phase _____

The undersigned hereby confirms that it has credits for impact fees as required under St. Johns County Ordinance No. 87-59 as follows:

Transportation Impact Fee Credits = \$ _____

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$ _____ be deducted from the total transportation impact fee credit of \$ _____, as referenced in the St. Johns Golf & Country Club Development Agreement recorded in PUD, Official Records Book ____, Page ____, of the current public records of St. Johns County, as amended by the St. Johns County Board of County Commissioners by resolution dated _____.

St. Joe Residential Acquisitions, Inc.

By: _____
Mark Ambach
Its Authorized Agent

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners



*Growth Management Services
Transportation & Housing Division*

*P.O. Drawer 349
Saint Augustine, FL
32085-0349*

*PHONE (904) 823-2480
FAX (904) 823-2498*

April 19, 2000

Ms. Pamela Drury
Project Coordinator
Taylor & White, Inc.
5300-1 Emerson Street
Jacksonville, Florida 32207

RE: Wingfield Glen PUD Pedestrian Circulation Plan

Dear Ms. Drury:

The Transportation and Housing Division is satisfied with the referenced project's Pedestrian Circulation Plan as presented in correspondence dated March 16, 2000.

The placement of a sidewalk on only the eastern side of Leo Maguire Road is appropriate based on the existing and proposed land uses on the west side of Leo Maguire Road.

If there are any additional concerns or requests, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin D. Feldt", with a long horizontal flourish extending to the right.

Kevin D. Feldt, AICP
Senior Transportation Planner

Xc: Joe Stephenson



**Taylor &
White, Inc.**
CONSULTING AND DESIGN ENGINEERS

D. Glynn Taylor, P.E.
Robert D. White, Jr.

March 16, 2000

Mr. Kevin Feldt, Senior Transportation Planner
St. Johns County Planning Department
4020 Lewis Speedway
St. Augustine, Florida 32095



RE: WINGFIELD GLEN PUD
Taylor and White, Inc. Project No. 98195

Dear Mr. ^{Kevin}Feldt:

Per our conversation on Friday, March 11, 2000, I am attaching a copy of a pedestrian circulation plan for the above referenced PUD. We are proposing to place a 5' sidewalk from CR210 to the multifamily entrance on the east side of Leo Maguire, which will be approximately 1300 +/- linear feet of sidewalk. However, our property frontage along Leo Maguire Road is only approximately 700 +/- linear feet. Per Section 6.04.07.G.1 of the Land Development Code, it states that sidewalks shall be required on all roads classified as Major or Minor Collectors and shall be constructed on each side of the roadway to be developed unless otherwise provided through an approved pedestrian circulation plan. Since the only development along Leo Maguire Road is a single family residence and Glenn Smith Trucking (which fronts along CR210 and only has truck entrances onto Leo Maguire) we are requesting the requirement to place sidewalk along the western side of the roadway. As you are aware, Leo Maguire is no longer a through roadway since St. Johns Golf and Country Club has received approved construction plans to relocate the southern portion of this roadway and we will be placing a cul-de-sac just south of the multi-family entrance. We are requesting the attached pedestrian circulation plan be approved by the Planning Department.

If you should have any questions, or I may provide you with any additional information please contact me at 904-346-0671.

Sincerely,
Taylor and White, Inc.


Pamela Drury
Project Coordinator

Effective Date - 12/8/99

St. Johns County, FL
Clerk# 99051167
O.R. 1451 PG 561
09:43AM 10/29/1999
REC \$173.00. SUR \$22.00

[REDACTED] 10/12/99

THIS DEVELOPMENT AND IMPACT FEE AGREEMENT (the "Agreement"), made as of this 28 day of October, 1999 by and between ST. JOE RESIDENTIAL ACQUISITIONS, INC., a Florida corporation, its heirs, successors, or assigns ("St. Joe"), A&S LAND DEVELOPMENT CO., a Florida Corporation its heirs, successors, or assigns ("A&S"), jointly and severally, hereinafter collectively referred to as "Developers", and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, St. Joe is under contract to purchase the land described in Exhibit "A" attached hereto (the "St. Johns Property"), which is the subject of PUD Ordinance 98-7 (the "St. Johns PUD Ordinance");

WHEREAS, A&S is under contract to purchase the land described in Exhibit "B" attached hereto (the "Wingfield Glen Property"), which is the subject of PUD Ordinance 99-1 (the "Wingfield Glen PUD Ordinance");

WHEREAS, St. Joe proposes to develop the St. Johns Property which consists of approximately 820 acres on which are to be constructed up to 799 single family homes, associated retention areas, roadways, common areas, and a sales and recreation complex (the "St. Johns Proposed Development") as approved in the St. Johns PUD Ordinance;

WHEREAS, at the time of the application for a certificate of concurrency filed by St. Joe with respect to the St. Johns project there was adequate capacity on the County Transportation System to accommodate approximately 200 residential units of the 799 residential units proposed to be constructed by St. Joe in the St. Johns Project;

WHEREAS, A&S proposes to develop the Wingfield Glen Property which consists of approximately 218 acres on which are to be constructed up to 635 single and multi-family dwelling units, associated retention areas, roadways, recreational facilities and common areas (the "Wingfield Glen Proposed Development") as approved in the Wingfield Glen PUD Ordinance;

WHEREAS, central water and sewer service shall be provided by private franchised utility companies; drainage shall be provided by the Developers; solid waste shall be collected by the licensed franchisee in the area with curbside pickup; recreation, amenities and open space shall be provided by the County and the Developers as set forth in the respective PUD Ordinances; and education shall be provided by the School Board of St. Johns County;

WHEREAS, the following is the Public Facility Schedule applicable to the St. Johns PUD and the Wingfield Glen PUD.

Public Facility Schedule

The following public facilities will serve the St. Johns PUD, and the Wingfield Glen PUD (collectively the "Proposed Developments") through the 10 years of the Development Agreement to 2009.

- (1) Transportation - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3 herein, the Proposed Developments will meet all the requirements of the St Johns County Concurrency Management Ordinance 95-15 regarding the provision of roads.
- (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 as set forth in this Development Agreement in Paragraph 2, below.
- (3) Solid Waste - The County owns and operates the County's only landfill, Tillman Ridge. It will have sufficient space to accommodate the solid waste

generated by the Proposed Developments through 2009.

- (4) Drainage - St. Joe and A&S shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Paving and Drainage Ordinance 96-40, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.
- (5) Parks - Through 2009, the County's supply of acreage for parks and open space meets the adopted Level of Service Standard in all areas. The St. Johns PUD generates four (4) acres of demand for neighborhood park acreage and six (6) acres of demand for community park acreage. The St. Johns PUD Ordinance designates that seventeen (17) acres shall be developed as public recreation, plus an eighteen hole golf course of at least 100 acres which exceeds the acreage demand generated by the St. Johns PUD. The Wingfield Glen PUD generates three (3) acres of demand for neighborhood park and five (5) acres of demand for community park acreage. The Wingfield Glen PUD Ordinance designates that ten (10) acres shall be developed as recreation which exceeds the acreage demand created by the Wingfield Glen PUD.

WHEREAS, the Developers have obtained concurrency approval for water, sewer, drainage, solid waste, recreation/open space, and mass transit in accordance with the requirements of St. Johns County Concurrency Management Ordinance (Ordinance No. 95-15), for the Proposed Developments;

WHEREAS, the Developers wish to enter into this Agreement for the purposes of setting forth the conditions under which concurrency for roads for the improvements authorized to be constructed pursuant to the respective PUD Ordinances may be constructed;

WHEREAS, the Developers are executing this Agreement for a period of ten years in consideration for constructing certain transportation improvements and transferring right of way;

WHEREAS, the improvements to be constructed by the Developers will advance the implementation of the County's adopted Traffic Circulation Element, the Jacksonville Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, 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;

WHEREAS, the County has determined that ST. JOE RESIDENTIAL ACQUISITIONS, INC. and A&S LAND DEVELOPMENT CO. are making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Proposed Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, 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;

WHEREAS, the Concurrency Management Ordinance No. 95-15 of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development 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;

WHEREAS, it is stipulated and agreed that as the St. Johns County Board of County Commissioners is and shall be in the process of amending or creating growth management

ordinances and policies (specifically the St. Johns County Concurrency Management Ordinance; Zoning Ordinance; Subdivision Regulation Ordinance; Paving and Drainage Ordinance; Landscape Ordinance; Tree Protection and Land Clearing Ordinance; Flood Damage Protection Ordinance; and Impact Fee Ordinance) during the effective period of this Agreement; such laws and policies, in effect at the time this Development Agreement becomes effective and as they may be amended during the effective period of this Agreement, shall govern the development of the Property covered by this Agreement, except as otherwise specifically provided for by the Planned Unit Development Ordinances and the terms of this Agreement; and

WHEREAS, the §380.06 (16), Florida Statutes require the County to establish and implement a procedure that credits a development order exaction or fee toward an impact fee or exaction imposed by local ordinance for the same need; and

WHEREAS, Ordinance 87-57 establishes both the existence of an impact fee and the procedure required by §380.06(16); and

WHEREAS, the right-of-way improvements contemplated to be donated or acquired and constructed by Developers are necessary for Developers to obtain a certification of concurrency for the development of their respective projects; and

WHEREAS, the parties wish to specify the value of the Developers' right-of-way and improvements as calculated under Ordinance 87-57; and

WHEREAS, the parties wish to provide a mechanism for the management of the impact fee credits to which the Developers may become entitled; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are

hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact.**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The purpose of this Agreement is:

(a) to authorize any owner of the St. Johns Property, or the Wingfield Glen Property to construct any portion or all of the respective portions of the Proposed Developments authorized by St. Johns PUD Ordinance, and the Wingfield Glen PUD Ordinance 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) to be set forth the agreed upon value of the Developers' contributions to the County transportation system as qualify for transportation impact fee credits under, and as may be limited by, Ordinance 87-57; and

(c) to establish a procedure for processing and accounting for such transportation impact fee credits.

The PUD Ordinances approve the development of the following densities and intensities on the St. Johns Property, and the Wingfield Glen Property:

ST. JOHNS

799 single family units, an 18 hole golf course, up to 10,000 square feet of commercial use

to be located in the recreation center, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development with no building to exceed thirty-five (35) feet in height pursuant to the St. Johns PUD ordinance.

WINGFIELD GLEN

635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development with no single family residential building to exceed thirty-five (35) feet in height and with no multi-family residential building to exceed forty-five (45) feet in height pursuant to the Wingfield Glen PUD.

Amendments to the respective PUD Ordinances from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PUDs and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. If the PUD Ordinance(s) are amended in such a way as to significantly increase such transportation impacts as set forth herein, this Agreement shall not be effective as to the proposed development causing the increased impacts.

3. Developers' Obligations and Consideration.

The Developers hereby covenant and agree to the following commitments which are necessary to properly provide for impacts caused by the above referenced development; provided, however, that if a community development district is established for one or more portions of the development, then it is intended that the community development district may independently satisfy such obligations and St. Johns County approves of and consents to the community development district's role. To the extent any such obligation under this development agreement is met or performed by a community development district then the Developers shall no longer be subject to the obligation. The commitments are as follows:

(a) **As to St. Johns Access Road**

Prior to platting of the first phase of residential units in the St. Johns Proposed Development or twelve (12) months from the date of execution of this Development Agreement, whichever shall first occur, Developer shall:

i) Provide design and engineering for the alignment of a 130 foot right of way on the property owned or to be acquired by St. Joe from County Road 210 to a connection with the existing roadbed of Leo Maguire Road at a location as shown on Exhibit "C", attached hereto and incorporated herein by reference;

ii) Construct at Developers' expense approximately 4500 feet of two lane road with curb and gutter and sidewalks complying with the requirements of Ordinance 96-40, pursuant to the roadway section design depicted on the attached Exhibit "C", such road to extend from County Road 210 to the entrance of the St. Johns Proposed Development with a southbound left turn lane at project entrance and a north bound turn/acceleration lane and complete such construction at the same time as the improvements described in the plat of the first phase.

iii) Pay for the acquisition, surveying, design, engineering, and construction of the realigned roadway.

iv) Transfer the aligned and constructed roadway within 130 foot right of way to St. Johns County.

(b) **As to County Road 210**

Prior to the issuance of the two hundredth building permit for a residential unit in both the Wingfield Glen Development and the St. Johns Development or twelve months from the date of execution of this Development Agreement, whichever should first occur, Developers shall:

i) acquire at their expense additional CR 210 right-of-way sufficient to accommodate the CR 210 improvements described herein; and

ii) commence construction of certain improvements to CR 210 which improvements shall be complete within one (1) year of commencement. The improvements to County Road 210 shall consist of approximately 4,575 linear feet of four lane divided roadway with associated stormwater management system to serve County Road 210 drainage and approximately 680 linear feet of three lane roadway utilizing a center turn lane for Interstate 95 north bound traffic within the existing right-of-way of Interstate 95, all as more particularly depicted in the drawing of Hill, Boring & Associates dated April 9, 1998 a copy of which is attached hereto as Exhibit "D" ("County Road 210 Improvement"). 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, within reasonable limits, what constitutes a minor deviation. Except as set forth in the exhibits attached hereto, all construction within County Road 210 shall meet the requirements of the St. Johns County Paving and Drainage Ordinance 96-40 unless otherwise approved by St. Johns County. Limits of the four lane construction will begin at the westerly boundary of the St. Johns Property and proceed to the south-bound ramps of Interstate 95. The three lane section will begin at the south-bound ramps of Interstate 95 traversing beneath the existing bridge over pass and end at the north-bound ramps of Interstate 95. Construction within the Interstate right-of-way shall meet the requirements of the Florida Department of Transportation. The roadway improvement is depicted on Exhibit "D", attached and shall 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 St. Joe until construction of the County Road

210 improvement.

(c) **Financial Security**

As a condition of the recording of any plat of the St. Johns Property or portion thereof, Developers shall post a bond or other security satisfactory to the County for the estimated costs of the St. Johns Access Road and County Road 210 improvements conditioned upon the performance by Developers of all their obligations hereunder. As a condition of the recording of any plat of the Wingfield Glen Property or a portion thereof Developers shall post a bond or other security satisfactory to the County for the estimated costs of the CR 210 improvements conditioned upon the performance by Developers of all obligations of Developers hereunder with respect to the CR 210 improvements.

4. **County Concurrency Obligations.**

By executing this Development Agreement, and subject to the Developers obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby grants to:

(a) St. Joe, its heirs, successors or assigns, authority to take action to proceed with the construction of 799 single family units, an 18 hole golf course, 10,000 square feet of commercial space to be located in the recreation complex, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

(b) A&S its heirs, successors or assigns, authority to take action to proceed with the construction of 635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

5. Authority and Duration.

This Agreement is made and granted pursuant to St. Johns County Ordinance 99-51, 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. Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder 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.

6. 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 the Concurrency Management Ordinance No. 95-15, as they may be amended from time to time. If the County modifies its Concurrency Management System Ordinance (the "Ordinance") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developers' Property described in Exhibits A and B. Provided, however, no such modification of the Ordinance or any other land development regulation shall be applied in a

manner that operates to prevent development of Developers' Property as would be permitted by this Agreement hereunder 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 the Ordinance 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 applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

7. Necessity to Obtain Permits.

Developers hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Property 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.

8. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.

The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and approved in St. Johns County PUD Ordinance No. 98-7 is 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 landowner is, by execution of this Agreement, making a binding commitment to the County to pay to purchase land for and construct the transportation facilities, to serve the proposed development.

9. Impact Fees.

Pursuant to St. Johns County Ordinance No. 87-57 ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, (a "Fee Payer") as evidenced by such person's application for a building permit or certificate of occupancy to pay a public capital facilities impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

Pursuant to the requirements of the Agreement, Developers have agreed to construct certain roads both on and offsite and to convey certain rights of way, all as more fully described herein.

Developers have requested and the County has agreed to provide to Developers certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements and rights of way ("Road Impact Fee Credits"), as follows:

(a) Amount. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, the parties have agreed to the following values for the rights of way and/ or improvements required under this agreement:

i) St. Johns Access Road. 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 St. Johns Access Road are agreed to be \$1,845,137.05 as detailed in Exhibit "E", attached hereto. The parties agree that Developers, subject to the limitations stated in 9(f), are entitled to a maximum Road Impact Fee Credit of thirty-two (32%) percent of the value, which sum is \$590,443.87.

ii) CR 210. 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 agreed to be \$3,064,168.26 as detailed in Exhibit "F", attached hereto. The parties agree, subject to the limitations stated in 9(f), that Developers are entitled to a maximum Road Impact Fee Credit of one hundred (100%) of that amount, which sum is \$3,064,168.26.

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

St. Joe -	\$2,428,944.83
A&S -	\$1,225,667.30.

(b) Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the St. Johns Proposed Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to St. Joe. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings within the Wingfield Glen Proposed Development shall pay for amount equal to the amount due under the Road Impact Fee Ordinance directly to A&S. So long as the total Road Impact Fee Credits for which Developers have issued vouchers for under this agreement is an amount less than or equal to the maximum total Road Impact Fee Credits authorized by this agreement by the amount of said new voucher, Developer shall then issue to such Fee Payer a voucher (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 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.

(c) Sale of Development. In the event that Developers may determine to sell all or part of their respective projects, the Developer may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within their respective projects for such consideration as Developers, in their sole discretion, determines. In such event, the Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the road Impact Fee Credit, confirmation of the amount of the Road Impact Fee Credit vested in the Developer. In no event shall Developers sell, transfer, assign or convey all or part of the Road Impact Credits outside the Proposed Developments without the approval of the County.

(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. At such time as all the required improvements, as described herein have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Developers or the Fee Payers seeking building permits or certificates of occupancy within the proposed 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 outside the Proposed Developments without the approval of the County. In the event that the obligations of the Developers are assigned or delegated in whole or in part to a community development district in accordance with the terms of this Agreement, the amount of Road Impact Fee Credits to which Developers are entitled is limited to an amount not greater than the value of the land contained within the rights of way dedicated by the Developers to the county and the value of the design, installation and improvements provided at the expense of Developers, it being the intent of the parties that Developers shall not be entitled to Road Impact Fee Credits for the value of right of way dedicated or design, installation and improvements provided by a community development district. Further, Developers acknowledge that the total amount of such Road Impact Fee credits may be further limited by Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and Covenant and 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 of each individual project are limited to the extent and/or amount of Road Impact Fees which are due or become due from each individual project.

10. Remedies and Monitoring.

(a) If either Developers or County fail to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies 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 (1995).

(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 163.3235, 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 as required by Paragraph 11(f) below.

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

11. 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.

12. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the County and Developers hereunder, 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 hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof 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 Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development 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.

13. 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.

14. Exhibits.

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

15. 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 hereof.

16. Counterparts.

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

17. Effective Date.

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"). The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 6 as set forth above.

18. Amendment.

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

19. Duration of Permits.

Developers acknowledge except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

20. Further Assurances.

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. 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 hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21. Notices.

Any notices or reports required by this 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 St. Joe: Mr. Mark Ambach
ARVIDA
3995 Hunt Club Road
Jacksonville, FL 32224

With copy to: George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

For A&S Gary Silverfield
A&S Land Development Company
7866 Southside Boulevard
Jacksonville, FL 32256

With copy to: John D. Bailey, Jr., Attorney at Law
Upchurch, Bailey & Upchurch
780 N. Ponce de Leon Boulevard
St. Augustine, FL 32084

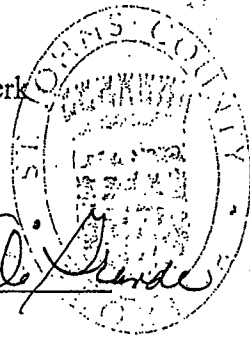
Passed and Duly Adopted by the Board of County Commissioners of St. Johns County,

Florida, this 12 day of October, 1999.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida

By: Cheryl Strickland
Deputy Clerk



By: Ben W. Adams, Jr.
Chairman

BEN W. ADAMS, JR.
COUNTY ADMINISTRATOR

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

Witness:

Andrew Young
Name: Andria Gomez

Maria J. Rio
Name: Maria J. Rio

ST. JOE RESIDENTIAL ACQUISITIONS, INC.

By: [Signature]
Name: JAMES D. MOTTA
Its: President

Date: October 21, 1999

Witness:

Donald Shulod
Name: Donald Shulod

Douglas C. Marsh
Name: Douglas C. Marsh

A&S LAND DEVELOPMENT COMPANY

By: [Signature]
Name: CHARLES F. ATKERSON, JR.
Its: President

Date: 10/21/99

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

Witness:

Sandra J. Sheffield
Name: Sandra J. Sheffield

Janet D. Trantham
Name: Janet D. Trantham

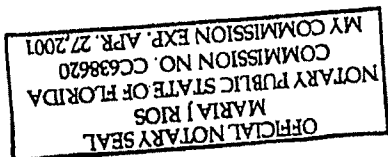
By: [Signature]
Name: BEN W. ADAMS, JR.
Its: Chairman COUNTY ADMINISTRATOR

Date: 10/28/99

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 21st day of October, 1999, by James D. Motter, the Vice President of ST. JOE RESIDENTIAL ACQUISITIONS, INC. He/she has produced _____ as identification and (did/did not) take an oath. Is personally known to me.

Maria J. Rios
NOTARY PUBLIC, State of Florida
Name: Maria J Rios



My Commission Expires: 4/27/2001
My Commission Number is: CC 638620

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 22 day of October, 1999, by Charles F. Atkinson, Sr., the Vice-President of A&S LAND DEVELOPMENT COMPANY. He/she has produced none as identification and (did/did not) take an oath.

Donna J. Mylod
NOTARY PUBLIC, State of Florida
Name: Donna J. Mylod



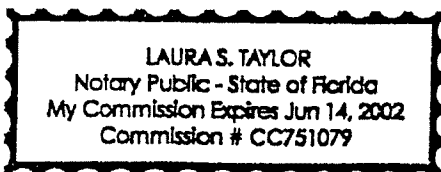
Donna J. Mylod
MY COMMISSION # CC850761 EXPIRES
August 28, 2003
BONDED THRU TROY FANN INSURANCE, INC.

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 28th day of October, 1999, by Ben W. Adams Jr. on behalf of the Board of County Commissioners of St. Johns County. He/she has produced is personally known as identification and (did/did not) take an oath.

Laura S. Taylor
NOTARY PUBLIC, State of Florida
Name: Laura S. Taylor



My Commission Expires: _____
My Commission Number is: _____

PARCEL "A"

RECORDS BOOK 724, PAGE 1696 OF THE A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET; THENCE S.2306'51"W., A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.4256'15"W. AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.6245'39"W., A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING SOUTH 4433'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 262'05"W , A DISTANCE OF 429.59 FEET; THENCE DUE WEST 787.18 FEET; THENCE NORTH 61 55'39"W, A DISTANCE OF 821.24 FEET; THENCE DUE NORTH A DISTANCE OF 600.00 FEET; THENCE DUE EAST, A DISTANCE OF 730.00 FEET; THENCE DUE NORTH, A DISTANCE OF 600.00 FEET; THENCE NORTH 72 15'19"E, A DISTANCE OF 2624.88 FEET; THENCE NORTH 00 00'43"E, A DISTANCE OF 2449.07 FEET; THENCE NORTH 5823'09"E, A DISTANCE OF 1526.49 FEET; THENCE NORTH 32 28'57"W., A DISTANCE OF 706.30 FEET; THENCE NORTHEASTERLY 187.88 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, ALONG THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A CHORD BEARING NORTH 60 05'51"E, AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 57 47'48"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF BEGINNING CONTAINING 179.05 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL A IN OFFICIAL PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "B"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 566.97 FEET; THENCE S.2306'51"W., A DISTANCE OF 1621.90 FEET TO THE POINT OF BEGINNING; THENCE S.3814'02"E, A DISTANCE OF 2347.25 FEET; THENCE S.1556'43"E, A DISTANCE OF 2233.98 FEET; THENCE N.8958'05"E., A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95); THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S.1718'48"E. AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.2729'04"E., CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET; THENCE S.3056'36"W, A DISTANCE OF 806.94 FEET; THENCE S.8958'25"W, A DISTANCE OF 4301.90 FEET; THENCE N.0000'09"W., A DISTANCE OF 805.66 FEET; THENCE N.6338'55"W, A DISTANCE OF 2590.10 FEET; THENCE N.2621'05"E., A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4433'22"E., AND A CHORD DISTANCE OF 993.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.6245'39"E., A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4256'15"E. AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.2306'51"E., A DISTANCE OF 648.62 FEET; THENCE S.8943'40"E., A DISTANCE OF 387.99 FEET; THENCE N.0014'32"E, A DISTANCE OF 603.56 FEET; THENCE N.8220'31"E, A DISTANCE OF 127.59 FEET; THENCE N.2306'51"E, A DISTANCE OF 1506.34 FEET TO THE POINT OF BEGINNING CONTAINING 539.14 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "C"

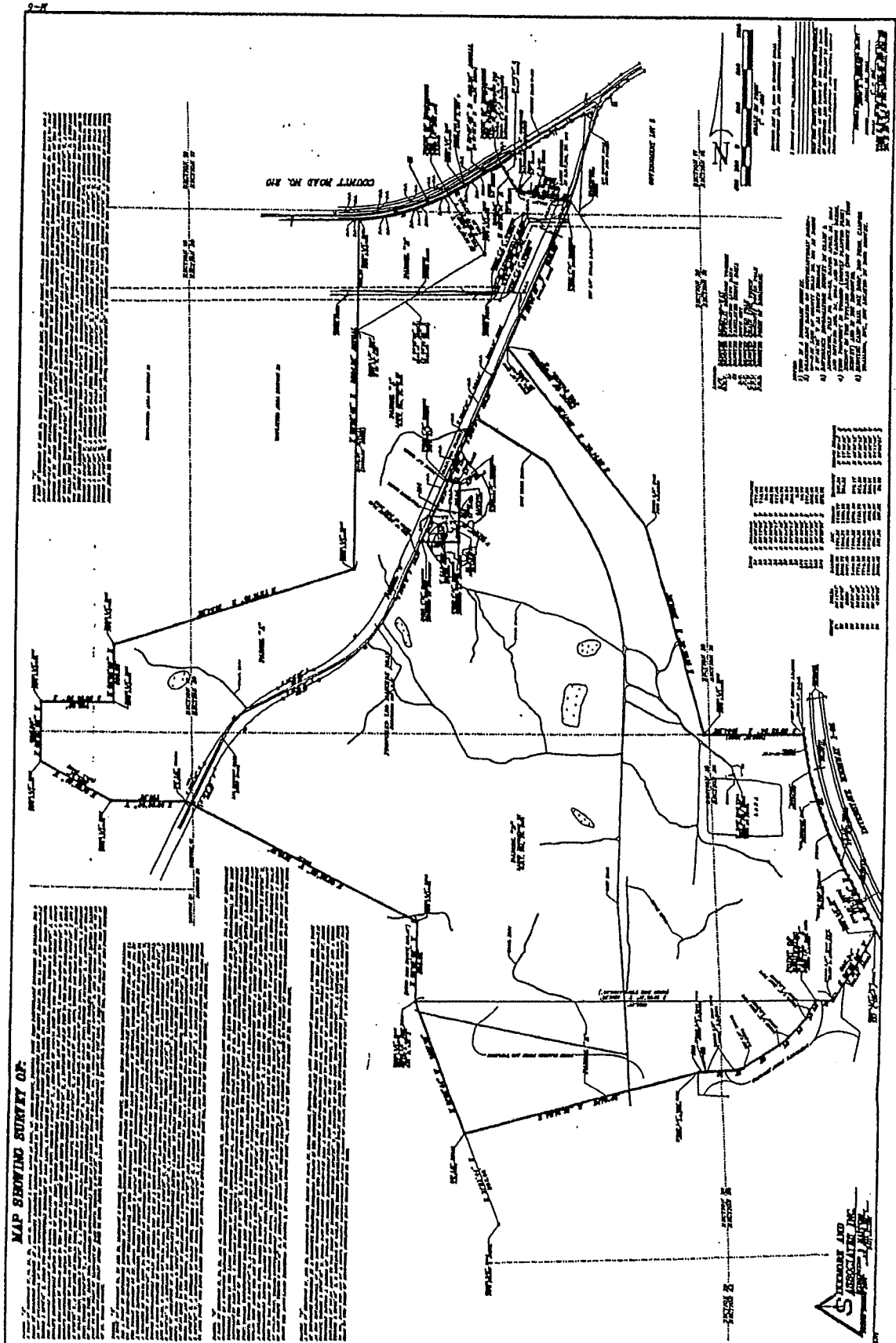
A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET TO THE POINT OF BEGINNING; THENCE S.2306'51"W., A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.4256'15"W. AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.6245'39"W., A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING S.4433'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 2621'05"W , A DISTANCE OF 429.59 FEET; THENCE S.6338'55"E., A DISTANCE OF 120.00 FEET; THENCE N.2621'05"E., A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET; THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4433'22"E. AND A CHORD DISTANCE OF 993.47 FEET; THENCE S.6245'39"E., A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET; THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.4256'15"E AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.2306'51"E, A DISTANCE OF 4449.77 FEET TO THE POINT OF BEGINNING CONTAINING 20.62 ACRES MORE OR LESS; BEING THE SAME LANDS DESCRIBED AS PARCEL C IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "D"

A PART OF SECTIONS 17, AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.5747'48"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET; THENCE SOUTHWESTERLY 187.88 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.6005'51"W. AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF BEGINNING; THENCE S.3228'57"W., A DISTANCE OF 706.09 FEET; THENCE S.5823'09"W., A DISTANCE OF 1526.49 FEET; THENCE N.0000'43"E., A DISTANCE OF 1135.26 FEET; THENCE NORTHEASTERLY 963.47 FEET ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, A CHORD BEARING N.7411'46"E. AND A CHORD DISTANCE OF 956.67 FEET TO THE POINT OF BEGINNING; CONTAINING 23.64 ACRES MORE OR LESS;

PARCEL "E"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE S.32-12'14"E., ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.7839'07"E., ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 566.97 FEET; THENCE S.2306'51"W., A DISTANCE OF 1621.90 FEET; THENCE S.3814'02"E, A DISTANCE OF 2347.25 FEET; THENCE S.1556'43"E, A DISTANCE OF 2233.98 FEET; THENCE N.8958'05"E., A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95); THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S.1718'48"E. AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.2729'04"E., CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET; THENCE S.3056'36"W, A DISTANCE OF 806.94 FEET; THENCE S.8958'25"W, A DISTANCE OF 177.35 FEET; THENCE S.3315'19"W., A DISTANCE OF 118.13 FEET; THENCE S.2224'46"W, A DISTANCE OF 85.24 FEET; THENCE S.4231'34"W., A DISTANCE OF 268.98 FEET; THENCE S.4917'38"W., A DISTANCE OF 116.21 FEET; THENCE S.5757'46"W., A DISTANCE OF 436.02 FEET; THENCE S.7406'55"W., A DISTANCE OF 89.70 FEET; THENCE S.8715'32"W., A DISTANCE OF 298.37 FEET; THENCE S.8152'12"W., A DISTANCE OF 9.46 FEET; THENCE S.8757'27"W., A DISTANCE OF 70.59 FEET; THENCE S.7510'10"W, A DISTANCE OF 2470.49 FEET; THENCE N.2132'44"W, A DISTANCE OF 1457.75 FEET; THENCE N.8958'25"E, A DISTANCE OF 4301.90 FEET TO THE POINT OF BEGINNING CONTAINING 80.0 ACRES MORE OR LESS;



MAP SHOWING SURVEY OF

[Illegible text block containing survey details]

[Illegible text block containing legend and notes]



Exhibit "B"
the "Wingfield Glen Property"

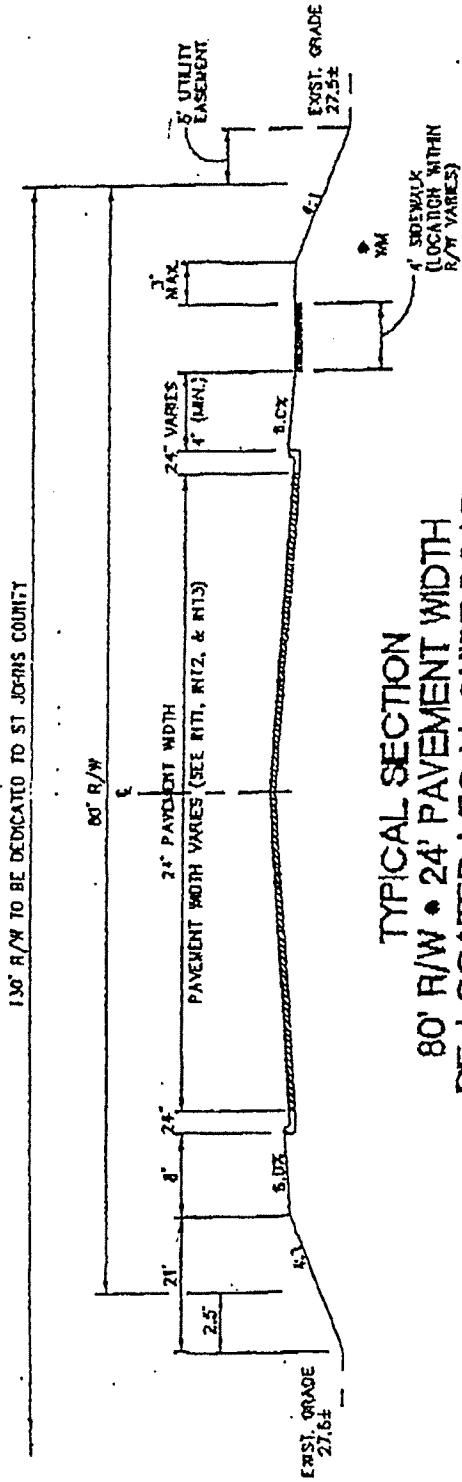
MAP SHOWING BOUNDARY SURVEY OF

WINGFIELD GLEN

A parcel of land being a portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Southwest corner of the F. J. Pajo Grant, Section 40, said Township 5 South, Range 28 East, said point being monumented by a light wood post; run thence North 88°34'24" East, along the South line of said Section 40 (being the North line of said Section 21), a distance of 1,031.26 feet to a point on the Westerly right of way line of State Road No. 9, also known as Interstate I-95 (a 300-foot limited access right of way as per the State of Florida, State Road Department Right of Way Map Section No. 78080-2403, recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County, Florida); run thence along the Westerly line of said State Road No. 9, also known as Interstate I-95, the following two (2) courses and distances: Course No. 1: South 03°08'06" East, a distance of 4,253.34 feet to the point of curvature of a curve leading Southerly; Course No. 2: thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 3,925.72 feet, through a central angle of 04°05'20" to the left, an arc distance of 280.15 feet to a point on the South line of said Section 21, last said line being subtended by a chord bearing and distance of South 05°10'46" East, 280.09 feet; run thence South 89°57'30" West, along the aforesaid South line of said Section 21, and then along the South line of said Section 20, a distance of 1031.26 feet to a point; run thence North 15°57'21" West, a distance of 2,233.98 feet to a point; run thence North 38°14'40" West, a distance of 2,336.54 feet to a point on the Southeastly line of Exhibit "C" as recorded in Official Records Book 724, Page 698 (also being the Southeastly line of Exhibit "C" as recorded in Official Records Book 955, Page 1147); run thence North 23°29'42" East, along last said line, a distance of 1,493.09 feet to the North line of the South 1/2 of said Section 20; run thence South 89°22'33" East, along last said line and then along the North line of Government Lot 1, Section 20, a distance of 1,357.68 feet to a point on the Westerly boundary of said Section 40, the F. J. Pajo Grant; run thence South 01°21'01" East, along last said line, a distance of 832.49 feet to the POINT OF BEGINNING.

Said lands containing 217.84 acres, more or less, in area.

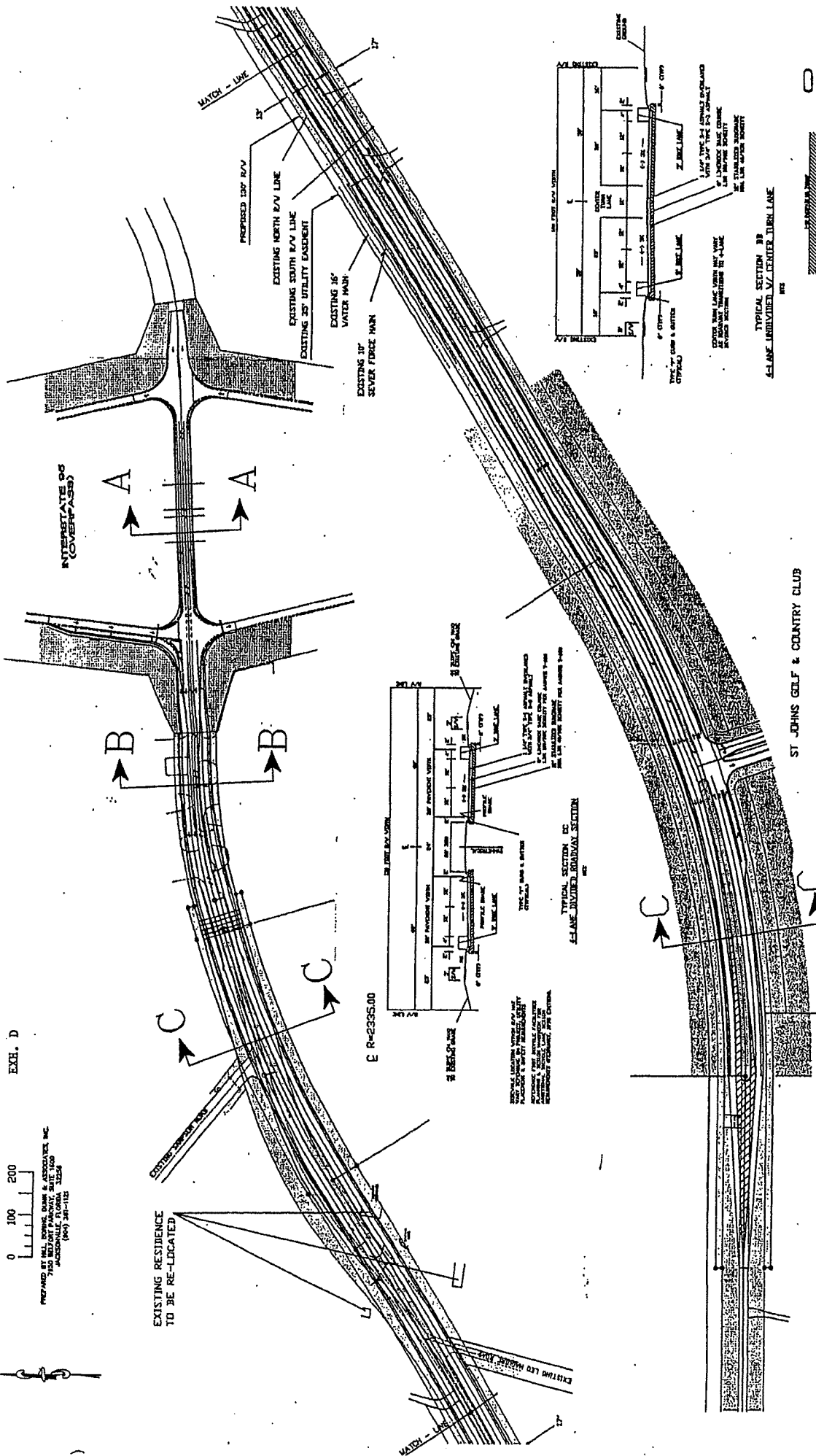
WINGFIELD GLEN



**TYPICAL SECTION
80' R/W • 24' PAVEMENT WIDTH
RE-LOCATED LEO MCGUIRE ROAD**

EXHIBIT 'C'

OR1451PG 590

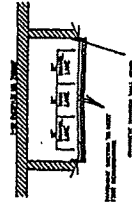
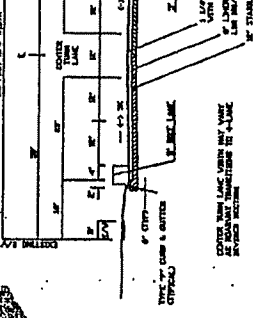
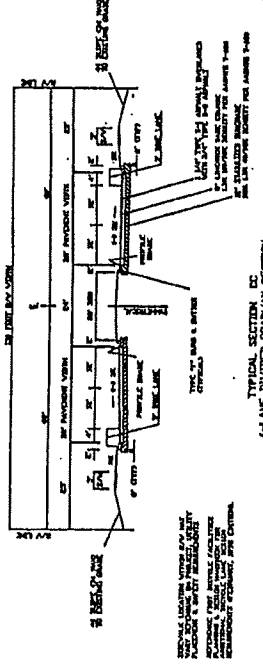


CONCEPTUAL PLAN
 COUNTY ROAD 210 IMPROVEMENTS
 FOR ARVIDA - A ST. JOE COMPANY

NOTE: THIS DRAWING IS A CONCEPTUAL DRAWING FOR DISCUSSION AND ILLUSTRATION PURPOSES ONLY.

EXH. D
 0 100 200
 PREPARED BY: ARVIDA, BROWN & ASSOCIATES, INC.
 JACKSONVILLE, FLORIDA 32209
 (904) 381-1122

E R-2335.00



ESTIMATED CONSTRUCTION COST FOR LEO-MAGUIRE ROADWAY IMPROVEMENTS

7/16/98

	Quantity	Unit	Unit Price	Total Amount
<u>Miscellaneous</u>				
1 Mobilization	1	ls	\$ 10,000.00	\$ 10,000.00
2 Land Acquisition (130' R/W x 7142 LF)	21.3	ac	\$ 12,000.00	\$ 255,600.00
3 Surveying - Control, Const. Layout, As-builts	1	ls	\$ 20,000.00	\$ 20,000.00
4 Construction Inspection	1	ls	\$ 30,000.00	\$ 30,000.00
5 Engineering & Environmental Permitting & Certification	1	ls	\$ 75,000.00	\$ 75,000.00
6 Testing	1	ls	\$ 7,500.00	\$ 7,500.00
				\$ 398,100.00
<u>Earthwork Related</u>				
1 Clearing & Grubbing - Half R/W & Pond Sites	23.35	ac	\$ 4,000.00	\$ 93,400.00
2 Unsuitable Material Removal & Disposal (3' Depth)	20,400	cy	\$ 4.50	\$ 91,800.00
3 Stormwater Pond Excavation (2 pond sites)	157,400	cy	\$ 2.25	\$ 354,150.00
4 Fill Material - Roadway (+ 30%)	48,000	cy	\$ 1.50	\$ 72,000.00
5 Grading - Half R/W & Lakes	113,000	sy	\$ 0.35	\$ 39,550.00
6 Sod - Road Edge & Pond Slopes	11,500	sy	\$ 2.00	\$ 23,000.00
7 Grassing - Remaining R/W	18,000	sy	\$ 0.08	\$ 1,440.00
				\$ 675,340.00
<u>Erosion & Sediment Control</u>				
1 Turbidity Control	1	ls	\$ 10,000.00	\$ 10,000.00
2 Silt Fence	10,200	lf	\$ 1.25	\$ 12,750.00
				\$ 22,750.00
<u>Paving Related</u>				
1 12" Stabilized Subgrade	23,450	sy	\$ 1.50	\$ 35,175.00
2 8" Limerock Base	19,525	sy	\$ 5.60	\$ 109,340.00
3 2" Asphalt Surface Course (2 Layers per County Specs)	19,525	sy	\$ 3.40	\$ 66,385.00
4 Type "E" Curb & Gutter	10,575	lf	\$ 7.00	\$ 74,025.00
5 Sidewalk	2,850	sy	\$ 13.50	\$ 38,475.00
				\$ 323,400.00
<u>Striping & Signage</u>				
1 Striping & Signage	1	ls	\$ 15,000.00	\$ 15,000.00
				\$ 15,000.00
<u>Drainage Related</u>				
1 Curb Inlets	10	ea	\$ 2,400.00	\$ 24,000.00
2 Storm Manholes	2	ea	\$ 1,800.00	\$ 3,600.00
3 RCP - 18"	440	lf	\$ 21.50	\$ 9,460.00
4 RCP - 24"	860	lf	\$ 30.00	\$ 25,800.00
5 MES - 24"	4	ea	\$ 525.00	\$ 2,100.00
				\$ 64,960.00
<u>CR 210 / Leo Maguire Turn Lanes</u>				
1 Unsuitable Material Removal and Disposal	1,600	cy	\$ 5.00	\$ 8,000.00
2 Fill Material - Roadway (+ 30%)	3,190	cy	\$ 1.50	\$ 4,785.00
3 Grading	8,550	sy	\$ 0.35	\$ 2,992.50
4 Sod	2,725	sy	\$ 2.00	\$ 5,450.00
5 Grassing	8,275	sy	\$ 0.08	\$ 662.00
6 12" Stabilized Subgrade	2,350	sy	\$ 1.50	\$ 3,525.00
7 8" Limerock Base	2,225	sy	\$ 5.60	\$ 12,460.00
8 Milling of existing Pavement - 1" Depth	2,700	sy	\$ 1.50	\$ 4,050.00
9 1" Leveling Course (Milled Surface and Road Widening)	1,950	sy	\$ 2.25	\$ 4,387.50
10 1" Overlay (Full width of turn lane improvements)	4,850	sy	\$ 2.25	\$ 10,912.50
11 Striping and Signage	1	ls	\$ 7,500.00	\$ 7,500.00
12 Silt Fence	2,250	lf	\$ 1.25	\$ 2,812.50

EXHIBIT E

OR1451PG 595

13	Maintenance of Traffic	90	days	\$	232.00	\$	20,880.00	
14	Testing	1	ls	\$	1,500.00	\$	1,500.00	
15	Inspection	1	ls	\$	15,000.00	\$	15,000.00	\$ 104,917.00
							Sub-Total:	\$ 1,604,467.00
							15.00% Contingency:	\$ 240,670.05
							Total:	\$ 1,845,137.05
Total Linear Footage of Construction:					5,100	Cost/lf:	\$	361.79

Note: This estimate is based on the best information available as no construction drawings for the Leo-Maguire improvements have been developed at this time. Assumptions made during the development of this estimate are as follows:

1. R/W Acquisition accounts for total length of Leo-Maguire road within the SJG&CC property limits at 130 foot width.
2. Drainage costs (Ponds and Conveyance System) account for full 4-lane development of Leo-Maguire Road.
3. Clearing and roadway construction costs are based on construction of a 2 lane curb & gutter section only.
4. Utility construction (water and sewer force main) are not included in this cost estimate.
5. Storm sewer conveyance system is based on a 10 year storm event per SJC requirements for major collector roadways.
6. Leo-Maguire road improvements are based on a 130 foot R/W, 4-lane major collector. 2 lanes are to be constructed as part of the SJG&CC development with future expansion to 4 lanes (by others) when necessary.
7. 1 Bike lane is included in paving quantities for Leo-Maguire road.
8. Turn lane improvements at intersection of Leo-Maguire and CR210 are based on a 180 foot storage plus 385 foot decel (including 50 foot taper).
9. Approximately 30% of the pond excavation quantities is required for construction of Leo-Maguire Road.
10. Unsuitable material excavation depth is 3 foot.
11. No street lighting or electrical conduit crossings are included in this estimate.

EXHIBIT "F"

ESTIMATED CONSTRUCTION COST FOR COUNTY ROAD 210 IMPROVEMENTS
(SEE NOTES BELOW)

7/26/99

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
<u>Land Acquisition</u>				
1 Land Acquisition	1	ls	\$ 138,756.00	\$ 138,756.00
<u>Miscellaneous</u>				
1 Mobilization	1	ls	\$ 25,000.00	\$ 25,000.00
2 Maintenance of Traffic	1	ls	\$ 140,000.00	\$ 140,000.00
3 Surveying - Control, Const. Layout, & As-builts	1	ls	\$ 75,000.00	\$ 75,000.00
4 Construction Inspection	1	ls	\$ 40,000.00	\$ 40,000.00
5 Engineering Design & Certification	1	ls	\$ 75,000.00	\$ 75,000.00
6 Testing	1	ls	\$ 65,000.00	\$ 65,000.00
7 Environmental - Permitting	1	ls	\$ 25,000.00	\$ 25,000.00
8 Environmental - Mitigation	1	ls	\$ 100,000.00	\$ 100,000.00
				\$ 545,000.00
<u>Earthwork Related</u>				
1 Clearing & Grubbing - Road R/W	3.50	ac	\$ 3,500.00	\$ 12,250.00
2 Clearing & Grubbing - Pond Sites	2.00	ac	\$ 5,000.00	\$ 10,000.00
3 Demolition & Removal of Existing Roadway	14,600	sy	\$ 5.00	\$ 73,000.00
4 Unsuitable Material Removal & Disposal	25,426	cy	\$ 4.50	\$ 114,417.00
5 Stormwater Pond Excavation	27,375	cy	\$ 3.00	\$ 82,125.00
6 Fill Material - Roadway & Pond Berms	53,054	cy	\$ 4.00	\$ 212,216.00
7 Grading - Roads & Stormwater Ponds	94,750	sy	\$ 1.00	\$ 94,750.00
8 Sod - Road Edge and Medians	14,667	sy	\$ 2.25	\$ 33,000.00
9 Sod - Pond Top and Slopes	6,500	sy	\$ 2.25	\$ 14,625.00
10 Grassing	32,875	sy	\$ 0.08	\$ 2,630.00
				\$ 649,013.00
<u>Erosion & Sediment Control</u>				
1 Turbidity Control	1	ls	\$ 10,000.00	\$ 10,000.00
2 Silt Fence	13,150	lf	\$ 1.25	\$ 16,437.50
				\$ 26,437.50
<u>Paving Related (Includes Turn Lanes)</u>				
1 12" Stabilized Subgrade	43,150	sy	\$ 1.30	\$ 56,095.00
2 8" Limerock Base	35,975	sy	\$ 5.60	\$ 201,460.00
4 2" Asphalt Surface Course (2 Layers per County Specs)	35,975	sy	\$ 4.50	\$ 161,887.50
5 Type "F" Curb & Gutter	16,750	lf	\$ 7.00	\$ 117,250.00
6 Concrete Barrier Wall	400	lf	\$ 125.00	\$ 50,000.00
7 Sidewalk	6,650	sy	\$ 13.50	\$ 89,775.00
				\$ 676,467.50
<u>Traffic Signal, Striping & Signage</u>				
1 Traffic Signal	1	ls	\$ 100,000.00	\$ 100,000.00
2 Striping & Signage	1	ls	\$ 35,000.00	\$ 35,000.00
				\$ 135,000.00

Drainage Related (Based on 2 Pond Sites)

1	Curb Inlets	20	ea	\$	2,500.00	\$	50,000.00	
2	Storm Manholes	4	ea	\$	1,500.00	\$	6,000.00	
3	RCP - 15"	475	lf	\$	19.00	\$	9,025.00	
4	RCP - 18"	775	lf	\$	25.50	\$	19,762.50	
5	RCP - 24"	2,025	lf	\$	38.75	\$	78,468.75	
6	RCP - 30"	200	lf	\$	50.50	\$	10,100.00	
7	RCP - 36"	600	lf	\$	56.50	\$	33,900.00	
8	MES - 30"	2	ea	\$	1,000.00	\$	2,000.00	
9	MES - 36"	1	ea	\$	1,200.00	\$	1,200.00	
10	Underdrain	6,000	lf	\$	10.00	\$	60,000.00	
11	Outfall Structures	2	ea	\$	4,250.00	\$	8,500.00	
12	10' x 8' Box Culvert Extensions - 4 Barrels	200	lf	\$	1,125.00	\$	225,000.00	
13	Chain-Link Fence for Ponds	1,225	lf	\$	6.50	\$	7,962.50	\$ 511,918.75

Sub-Total (Excluding Land Acquisition): \$ 2,543,836.75

15.00% Contingency: \$ 381,575.51

Total (Including Land Acquisition): \$ 3,064,168.26

Notes: This opinion of estimated costs is based on the best information available as no construction drawings for the County Road 210 improvements have been developed at this time. Assumptions made during the development of this estimate are based on a conceptual drawing and other assumptions which include but are not limited to the following:

1. Left & Right Turn Lane at Intersection of SJG&CC and CR210 assumes 180 foot storage plus 385 foot decel length.
2. Stormwater Conveyance System is based on 2 pond sites on north side of CR210 - one near SJG&CC entrance and one located on west side of Sampson Creek. Pipe sizes and pond sizes could vary due to location of ponds and actual field conditions.
3. This estimate assumes that adequate legal positive outfall for pond sites exists and tailwater levels in outfall areas are not a problem.
4. No utility re-locations are included in this estimate.
5. This estimate is based on a 130 R/W and 4 lane divided roadway w/ Curb & Gutter and storm sewer system.
6. This estimate assumes reconstruction of roadway to 3 lane section beneath I-95 overpass within limits of I-95 R/W. Reconstruction of roadway is based on pavement section & installation of barrier walls only and does not include any other work.
7. Land acquisition costs may need to be adjusted based on appraisals.
8. Unit prices were taken from best available information sources including the SR207 cost estimates provided by FDOT and the FDOT historical construction contract history.
9. Contingency not applied to land acquisition cost.

MEMORANDUM



TO: Concurrency Review Committee
FROM: Jan Trantham, Planning Technician III
THRU: Georgia Katz
Principal Planner
DATE: May 25, 1999
SUBJECT: **Wingfield Glen PUD**
File No. 98-CD-25
Received: July 1, 1998
Complete: July 2, 1998
Sufficient: May 3, 1999

FINDINGS OF FACT

PROJECT DESCRIPTION

The Wingfield Glen PUD development is a 218 acre project located south of CR 210 on the east side of Leo Maguire Road approximately 1/2 mile west of I-95. The proposed project consists of the development of 210 single family residential dwelling units and 425 multi-family residential dwelling units to be developed in two phases consisting of 400 residential units in Phase 1 (1999-2001) and 235 residential units in Phase 2 (2001-2003). The subject property is currently zoned PUD and located in a Mixed Use and Residential "C" future land use area as designated by the Comprehensive Plan.

TRAFFIC

Trip Generation: Trip generation for the proposed project was estimated using trip generation rates for Single Family residential and Apartment from the Institute of Transportation Engineers (ITE) Trip Generation, 6th Edition. The project is estimated to generate a total of 447 new external peak hour trips.

Trips Distribution and Assignment: Trip distribution and assignment percentages were determined based on planned residential and commercial developments in the area. The applicant's trip distribution and assignment were adjusted by Planning Department staff to reflect the planned commercial projects to the west on CR 210 and to the south on I-95, and the paving of Greenbriar Road.

The extent of the Major Road Network to be studied was determined using the minimum threshold levels defined in Section (8)(a)1 of the Traffic Impact Methodology and Procedures contained in the Concurrency Management Ordinance 95-15. This application was received in 1998 and has been pending completion of the St. Joe Development Agreement review. The project will impact the following road segments at the following level:

Wingfield Glen PUD
5/25/99 Staff Report

Link No.	Roadway	Termini	Approved Peak Hour Service Volume	1996 Peak Hour Traffic Plus 1999 Approved Concurrency Traffic	Peak Hour Project Traffic	% of Service Volume Consumed by Project Traffic	Available Capacity w/Project Traffic
34	CR 210	Greenbriar Road to Leo Maguire Road	1700	1588	112	6.59%	0
35*	CR 210	Leo Maguire Road to I-95	2810	1926	335	11.92%	549
36	CR 210	I-95 to US 1	1450	807	34	2.34%	609
65	Greenbriar Road	Roberts Road to CR 210	860	319	24	2.79%	517
132	I-95	International Golf Parkway to CR 210	5200	4335	50	0.96%	815
133	I-95	CR 210 to Duval County Line	4900	4585	251	5.12%	64

*Directly Accessed Segment

The analysis above reflects a service volume change on CR 210. A service volume analysis was performed by the Planning Department based on the improvements proposed in the St. Joe Development Agreement. The directly accessed segment (Link #35) currently does not have adequate capacity to accommodate total project traffic.

The applicant is a party to the St. Joe Development Agreement which includes widening of CR 210 to a four-lane facility from the westerly boundary of the St. Johns Golf and Country Club PUD to Interstate 95. A recommendation from the Concurrency Review Committee to the Board of County Commissioners on the St. Joe Development Agreement is requested.

POTABLE WATER/SANITARY SEWER

Potable water and sanitary sewer service will be provided by United Water of Florida. The applicant submitted a letter from United Water of Florida stating that water and sewer service can be made available to the project subject to execution of a Utility Service Agreement and the payment of all appropriate connection fees for connection to water and wastewater service. In addition, Florida Department of Environment Protection permits may be required prior to the installation of any water and/or wastewater lines or the extension of any mains.

SOLID WASTE

The proposed project is estimated to generate 8,832 pounds per day solid waste at build out. There is sufficient capacity at the County Tillman Ridge landfill.

MASS TRANSIT

The proposed project is estimated to generate 23.24 person demand for mass transit facilities.

RECREATION/OPEN SPACE

The proposed project is estimated to generate a demand for 7.75 acres of neighborhood/community park recreation and 37.18 acres of regional/open space recreation. There is sufficient capacity on a county wide basis.

RECOMMENDATION

Pursuant to the Findings of Fact and Section 8.1 of Ordinance 95-15, staff recommends approval of a Final Certificate of Concurrency with Conditions for the development of 210 single family residential dwelling units and 425 multi-family residential units in the Wingfield Glen PUD to be developed in two phases consisting of 400 units in Phase 1 (1999-2001) and 235 units in Phase 2 (2001-2003) subject to the following conditions:

1. The execution of the St. Joe Development Agreement between St. Joe Residential Acquisitions, Inc., A & S Land Development and St. Johns County, pursuant to Section 8.1.2.2 of the Concurrency Management Ordinance 95-15, to provide adequate capacity on CR 210. If the St. Joe Development Agreement is denied by the St. Johns County Board of County Commissioners, this Final Certificate of Concurrency shall cease to be effective.
2. The applicant providing a copy of the Florida Department of Environmental Protection permits for connection to central water and wastewater service and the execution of a Utility Service Agreement with United Water of Florida prior to Construction Plan approval;
3. The applicant receiving approval of construction/drainage plans from the Development Services Department prior to commencement of construction;
4. The applicant providing a receipt for payment of all appropriate connection fees paid to United Water of Florida for connection to central water and sewer service prior to Certificate of Occupancy; and
5. Compliance with all other applicable federal, state, regional, and local land development regulations in effect at the time of permitting.

Staff recommends the effective date of the Final Certificate of Concurrency be **May 27, 1999**.

If the St. Joe Development Agreement is approved by the St. Johns County Board of County Commissioners, this Final Certificate of Concurrency shall remain in effect for two (2) years for each phase pursuant to Section 8.2.2.4 and its subparts, and Section 8.3 and 8.5 of Ord. No. 95-15, and will expire on **May 27, 2001**

for Phase 1 and May 27, 2003, unless the applicant obtains Construction Plan approval for horizontal or vertical construction for the amount of development in each phase prior to the expiration date of each phase, then the Certificate of Concurrency shall remain in effect until the expiration of the approved Construction Plans to which it applies; or the Certificate of Concurrency is extended by a reservation of capacity pursuant to Section 8.2.2.4.1, Section 8.4.2, and Section 8.5 of Ordinance 95-15.

If the Certificate of Concurrency expires for any phase, then a new Final Certificate of Concurrency must be obtained prior to any further development of the project.

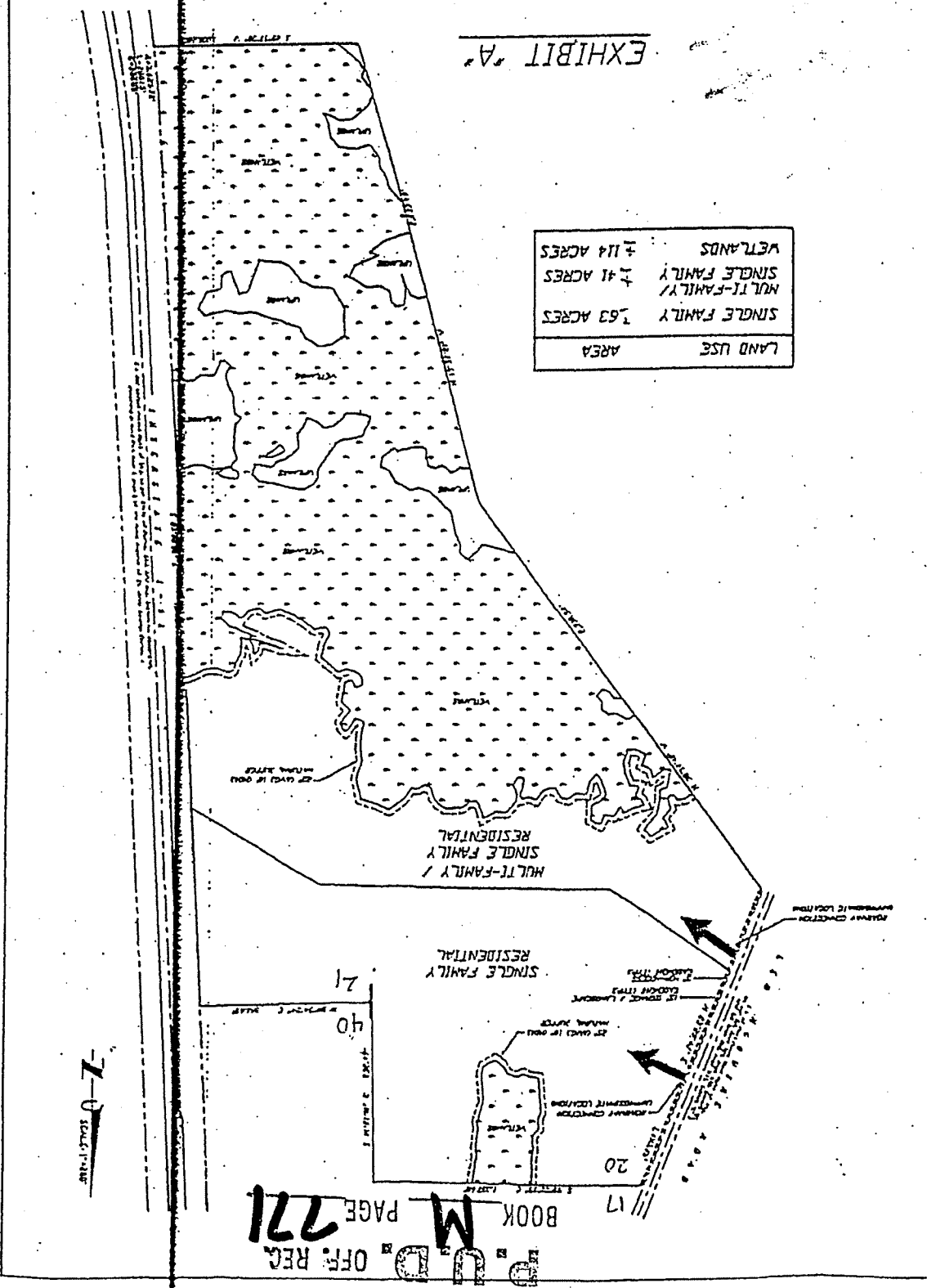
The applicant is informed that a concurrency determination made by the Concurrency Review Committee and the subsequent issuance of a Certificate of Concurrency does not relieve the applicant from applying for other applicable permits or complying with any land development regulations or governmental requirements, nor does the Certificate of Concurrency guarantee the granting of rezoning, variances, exceptions or building permits.

K:\JAN_TCONCURR\98CD25SR.WPD

WINGFIELD GLEN P.U.D.

EXHIBIT 'A'

AREA	LAND USE
1.63 ACRES	SINGLE FAMILY
2.41 ACRES	MULTI-FAMILY
7.14 ACRES	SINGLE FAMILY
	WETLANDS



P.U.D. OFF. REG. BOOK M PAGE 771

MEMORANDUM



TO: Concurrency Review Committee

FROM: Jan Trantham, Planning Technician III

THRU: Georgia Katz
Principal Planner

DATE: May 25, 1999

SUBJECT: **St. Johns Golf and Country Club (fka Cobblestone Creek PUD)**
File No. 97-CD-20
Received: April 28, 1997
Complete: May 9, 1997
Sufficient: May 3, 1999

FINDINGS OF FACT

PROJECT DESCRIPTION

The St. Johns Golf and Country Club PUD development is a 820 acre project located along the southerly portion of CR 210 approximately 1/2 mile west of I-95 at Leo Maguire Road. The proposed project consists of the development of 799 single family residential dwelling units and an 18-hole golf course. The subject property is currently zoned PUD and located in a Residential "B" and "C" future land use area as designated by the Comprehensive Plan.

TRAFFIC

The Land Development Traffic Assessment was originally reviewed by the Northeast Florida Regional Planning Council in 1997 while under contract with St. Johns County.

Trip Generation: Trip generation for the proposed project was estimated using trip generation rates for Single Family residential and Golf Course from the Institute of Transportation Engineers (ITE) Trip Generation, 5th Edition. The project is estimated to generate a total of 750 new external peak hour trips.

Trips Distribution and Assignment: Trip distribution and assignment percentages were determined from the TAZ employment data developed for the St. Johns County Areawide Transportation Model. The applicant's trip distribution and assignment were adjusted by Planning Department staff to reflect the planned commercial projects to the west on CR 210 and to the south on I-95, and the paving of Greenbriar Road.

The extent of the Major Road Network to be studied was determined using the minimum threshold levels defined in Section (8)(a)1 of the Traffic Impact Methodology and Procedures contained in the Concurrency

Management Ordinance 95-15. This application was received in 1997 and has been pending completion of the St. Joe Development Agreement review. The July 19, 1996 Transportation Analysis Spreadsheet was in effect at that time; therefore the total committed traffic in the table below reflects 1996 peak hour traffic plus 1999 approved concurrency traffic. The project will impact the following road segments at the following level:

Link No.	Roadway	Termini	Approved Peak Hour Service Volume	1996 Peak Hour Traffic Plus 1999 Approved Concurrency Traffic	Peak Hour Project Traffic	% of Service Volume Consumed by Project Traffic	Available Capacity w/Project Traffic
33	CR 210	CR 16A to Greenbriar Road	1300	824	16	1.23%	460
34*	CR 210	Greenbriar Road to Leo Maguire Road	1700	1403	185	10.88%	112
35*	CR 210	Leo Maguire Road to I-95	2810	1372	554	19.72%	884
36	CR 210	I-95 to US 1	1450	752	55	3.79%	643
65	Greenbriar Road	Roberts Road to CR 210	860	280	39	4.53%	541
69*	Leo Maguire Road	CR 210 to CR 16A	1090	12	739	67.80%	339
73	International Golf Parkway	SR 16 to I-95	640	415	23	3.59%	202
132	I-95	International Golf Parkway to CR 210	5200	4252	83	1.60%	865
133	I-95	CR 210 to Duval County Line	4900	4169	416	8.49%	315

*Directly Accessed Segment

The analysis above reflects service volume changes on Leo Maguire Road and CR 210. Service volume analyses were performed by the Planning Department based on the improvements proposed in the St. Joe Development Agreement. The directly accessed segments (Link #35 and 69) currently do not have adequate capacity to accommodate total project traffic.

The St. Joe Development Agreement proposes relocating Leo Maguire Road to the west and improving a portion of the road to a two-lane paved facility, and widening of CR 210 to four lanes from the westerly boundary of the project to Interstate 95. A recommendation from the Concurrency Review Committee to the Board of County Commissioners on the St. Joe Development Agreement is requested.

POTABLE WATER/SANITARY SEWER

Potable water and sanitary sewer service will be provided by United Water of Florida. The applicant submitted a letter from United Water of Florida stating that water and sewer service can be made available to the project subject to execution of a Utility Service Agreement and the payment of all appropriate connection fees for connection to water and wastewater service. In addition, Florida Department of Environment Protection permits may be required prior to the installation of any water and/or wastewater lines or the extension of any mains.

SOLID WASTE

The proposed project is estimated to generate 11,386 pounds per day solid waste at build out. There is sufficient capacity at the County Tillman Ridge landfill.

MASS TRANSIT

The proposed project is estimated to generate 29.96 person demand for mass transit facilities.

RECREATION/OPEN SPACE

The proposed project is estimated to generate a demand for 9.98 acres of neighborhood/community park recreation and 47.94 acres of regional/open space recreation. The St. Johns Golf and Country Club PUD provides for the development of 17 acres of neighborhood/community parks. There is sufficient capacity.

RECOMMENDATION

Pursuant to the Findings of Fact and Section 8.1 of Ordinance 95-15, staff recommends approval of a Final Certificate of Concurrency with Conditions for the development of 799 single family residential dwelling units and an 18-hole golf course in the St. Johns Golf and Country Club PUD subject to the following conditions:

1. The execution of the St. Joe Development Agreement between St. Joe Residential Acquisitions, Inc., A & S Land Development and St. Johns County, pursuant to Section 8.1.2.2 of the Concurrency Management Ordinance 95-15, to provide adequate capacity on CR 210 and Leo Maguire Road. If the St. Joe Development Agreement is denied by the St. Johns County Board of County Commissioners, this Final Certificate of Concurrency shall cease to be effective.
2. The applicant providing a copy of the Florida Department of Environmental Protection permits for connection to central water and wastewater service and the execution of a Utility Service Agreement with United Water of Florida prior to Construction Plan approval;

3. The applicant receiving approval of construction/drainage plans from the Development Services Department prior to commencement of construction;
4. The applicant providing a receipt for payment of all appropriate connection fees paid to United Water of Florida for connection to central water and sewer service prior to Certificate of Occupancy; and
5. Compliance with all other applicable federal, state, regional, and local land development regulations in effect at the time of permitting.

Staff recommends the effective date of the Final Certificate of Concurrency be **May 27, 1999**.

If the St. Joe Development Agreement is approved by the St. Johns County Board of County Commissioners, this Final Certificate of Concurrency shall remain in effect for two (2) years pursuant to Section 8.2.2.4 and its subparts, and Section 8.3 and 8.5 of Ord. No. 95-15, and will expire on **May 27, 2001**, unless the applicant obtains Construction Plan approval for horizontal or vertical construction for the amount of development approved in this certificate prior to the expiration date, then the Certificate of Concurrency shall remain in effect until the expiration of the approved Construction Plans to which it applies; or the Certificate of Concurrency is extended by a reservation of capacity pursuant to Section 8.2.2.4.1, Section 8.4.2, and Section 8.5 of Ordinance 95-15.

If the Certificate of Concurrency expires, then a new Final Certificate of Concurrency must be obtained prior to any further development of the project.

The applicant is informed that a concurrency determination made by the Concurrency Review Committee and the subsequent issuance of a Certificate of Concurrency does not relieve the applicant from applying for other applicable permits or complying with any land development regulations or governmental requirements, nor does the Certificate of Concurrency guarantee the granting of rezoning, variances, exceptions or building permits.

K:\JAN_T\CONCURR\97CD20SRa.WPD

CONCEPTUAL MASTER PLAN **P.U.D.** OFF. REC. TO JACKSONVILLE

BOOK **L** PAGE **729**

DEVELOPED BY:

ARVIDA / JMB
ACQUISITIONS

TO PONTE VEDRA

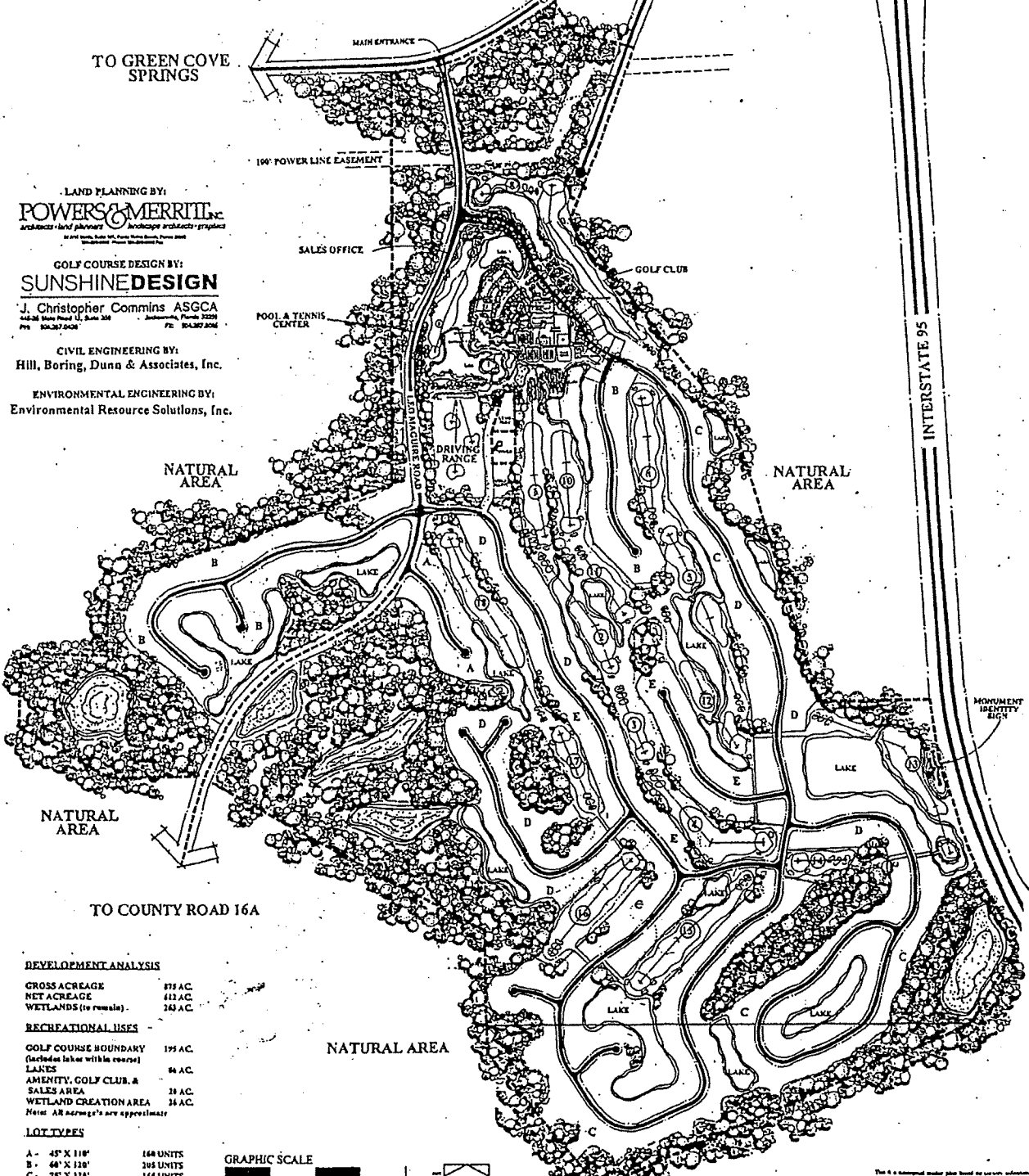
TO GREEN COVE SPRINGS

LAND PLANNING BY:
POWERS & MERRITT, INC.
architects • land planners • landscape architects • graphicists

GOLF COURSE DESIGN BY:
SUNSHINE DESIGN
J. Christopher Commins ASGCA

CIVIL ENGINEERING BY:
Hill, Boring, Dunn & Associates, Inc.

ENVIRONMENTAL ENGINEERING BY:
Environmental Resource Solutions, Inc.



DEVELOPMENT ANALYSIS

GROSS ACREAGE	873 AC.
NET ACREAGE	612 AC.
WETLANDS (to remain)	243 AC.

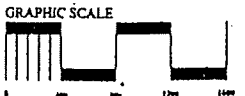
RECREATIONAL USES

GOLF COURSE BOUNDARY (includes lake with course)	175 AC.
LAKES	84 AC.
AMENITY, GOLF CLUB, & SALES AREA	31 AC.
WETLAND CREATION AREA	34 AC.

Note: All acreage's are approximate

LOT TYPES

A - 45' X 118'	168 UNITS
B - 60' X 120'	205 UNITS
C - 75' X 118'	163 UNITS
D - 85' X 120'	148 UNITS
E - 100' X 134'	100 UNITS
TOTAL	799 UNITS



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE

This is a conceptual master plan based on current information provided by the developer. Wetland areas and boundaries shown are based on a field study provided by Environmental Resources Solutions, Inc. It is recommended a thorough investigation of wetland boundaries, soils, topography, and other site data be conducted before final planning and development of the site. Average calculations may be based on approximate data and subject to change.

DATE	REVISION	BY

Cobblestone Creek

Handy Book 20 Page 665

POWERS & MERRITT, INC.
architects • land planners • landscape architects • graphicists

50 A1A North, Suite 101 • Ponte Vedra Beach, Florida 32082 • 904-290-0321 Phone • 904-290-0364 Fax



PLANNING DEPARTMENT STAFF REPORT
May 27, 1999 CRC Meeting
St. Joe Development Agreement

To: Concurrency Review Committee

From: Planning Department

Date: May 25, 1999

Subject: Review and Recommendation to the Board of County Commissioners on the proposed St. Joe Development Agreement.

Applicant: St. Joe Residential Acquisitions, Inc.
A & S Land Development

Location: The St. Johns Golf and Country Club PUD and Wingfield Glen PUD are located on the south side of CR 210 at Leo Maguire Road, approximately ½ mile west of Interstate 95.

INTRODUCTION

The Developers of the St. Johns Golf and Country Club PUD (fka Cobblestone Creek PUD), St. Joe Residential Acquisitions, Inc., and the developers of the Wingfield Glen PUD, A & S Land Development, have proposed a Development Agreement with St. Johns County. The proposed Development Agreement will serve as the developers' commitment to build the transportation facilities necessary to serve the impacts of the proposed developments, specifically improvements to provide adequate roadway capacity on Link #69 (Leo Maguire Road) and Link #35 (CR 210 from Leo Maguire Road to Interstate 95) to meet transportation concurrency requirements.

BACKGROUND INFORMATION

The St. Johns Golf and Country Club PUD, received its rezoning in February 1998 for the development of 799 single family units and an 18 hole golf course on 820 acres. The PUD was scheduled to commence in 1998 with build out projected for 2008.

The Wingfield Glen PUD received its rezoning in January 1999 for a total of 635 single and multi-family residential units on 218 acres. The PUD is scheduled to commence by 2002 with buildout projected for 2007.

The Land Development Traffic Assessment performed in conjunction with the Application for Concurrency Determination for the St. Johns Golf and Country Club PUD was submitted in 1997 and indicated that Link 69 and Link 35 would require improvements to accommodate project traffic. At the time of submittal, there were 78 p.m. peak hour trips available for development on Link 35 and 628 p.m. peak hour trips available on Leo Maguire Road (an unpaved road). The St. Johns Golf and Country Club PUD would require 554 p.m. peak hour trips on Link 35 and 739 p.m. peak hour trips on Link 69 for build out of the project.

In 1998, Wingfield Glen PUD submitted an Application for Concurrency Determination and subsequently joined the Development Agreement already in progress. Wingfield Glen PUD would require 335 p.m. peak hour trips on Link 35.

LEO MAGUIRE ROAD IMPROVEMENTS

The Development Agreement proposes relocating Leo Maguire Road to the west and improving the road to a two-lane paved facility with 130 feet of right-of-way to be dedicated to St. Johns County. Improvements to Leo Maguire Road would include construction at developers' expense of approximately 4500 feet of two-lane paved road extending from CR 210 to the entrance of the St. Johns Golf and Country Club connecting with the existing road bed of Leo Maguire Road to the south. All improvements to be constructed in compliance with the requirements of the Roadway and Drainage Standards Ordinance 96-40.

CR 210 IMPROVEMENTS

The Development Agreement proposes widening a portion of CR 210 to a four-lane facility. Improvements to CR 210 include approximately 4,575 linear feet of four-lane divided roadway from the westerly boundary of the St. Johns Golf and Country Club property to the south-bound ramps of Interstate 95; and approximately 680 linear feet of three-lane roadway beginning at the south-bound ramps of Interstate 95 traversing beneath the existing bridge over-pass and ending at the north bound ramps of Interstate 95. The three-lane portion will utilize a center turn lane for Interstate 95 north bound traffic. These improvements will also be constructed at developers' expense in compliance with the requirements of Ordinance 96-40.

FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR 1998-2003

The improvements to Leo Maguire Road and CR 210 are not included in the County's current Five Year Schedule of Capital Improvements and would need to be added upon approval of this Development Agreement. The widening of the CR 210 corridor to a four-lane facility is included in the 1995 Traffic Circulation Element of the Comprehensive Plan as part of the Transportation Concept Plan which identifies the optimum roadway network for St. Johns County. The EAR based amendments to the Comp. Plan will incorporate the widening of the CR 210 corridor as a needed

improvement by the year 2015. In addition, the widening of CR 210 west of I-95 is proposed in the requested Capital Improvement Program 2000-2004 for consideration by the BCC this year.

STAFF COMMENTS

Development Services

1. Development Services Department has requested that the last sentence, beginning "Notwithstanding the foregoing.....", on Page 7 and continuing on Page 8 of the Development Agreement be deleted.
2. Development Services Department notes that the background document of the Traffic Circulation Element of the Comprehensive Plan contains a minimum recommended right-of-way of 150 feet for CR 210. The Development Agreement proposes construction of the improvements to CR 210 within 130 feet of right-of-way.

Planning

1. Planning Department has expressed concern that the four-laning of CR 210 does not extend under the I-95 bridge to provide a full four-lane section to the northbound on-ramp. However, physical constraints of the bridge prevent construction of more than three lanes providing two through lanes and a center left-turn. The Florida Department of Transportation has reviewed the concept plans for the three-lane section and has accepted the proposed concept.

ST. JOE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement"), made as of this ____ day of _____, by and between **ST. JOE RESIDENTIAL ACQUISITIONS, INC.**, a Florida corporation, its heirs, successors, or assigns ("St. Joe"), **A&S LAND DEVELOPMENT CO.**, a Florida Corporation its heirs, successors, or assigns ("A&S"), jointly and severally, hereinafter collectively referred to as "Developers", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, St. Joe is under contract to purchase the land described in Exhibit A attached hereto (the "St. Johns Property"), which is the subject of PUD Ordinance 98-7 (the "St. Johns PUD Ordinance");

WHEREAS, A&S is under contract to purchase the land described in Exhibit B attached hereto (the "Wingfield Glen Property"), which is the subject of PUD Ordinance 99-1 (the "Wingfield Glen PUD Ordinance");

WHEREAS, St. Joe proposes to develop the St. Johns Property which consists of approximately 820 acres on which are to be constructed up to 799 single family homes, associated retention areas, roadways, common areas, and a sales and recreation complex (the "St. Johns Proposed Development") as approved in the St. Johns PUD Ordinance;

WHEREAS, at the time of the application for a certificate of concurrency filed by St. Joe with respect to the St. Johns project there was adequate capacity on the County Transportation System to accommodate approximately 200 residential units of the 799 residential units proposed to be constructed by St. Joe in the St. Johns Project;

WHEREAS, A&S proposes to develop the Wingfield Glen Property which consists of approximately 218 acres on which are to be constructed up to 635 single and multi-family dwelling units, associated retention areas, roadways, recreational facilities and common areas (the "Wingfield Glen Proposed Development") as approved in the Wingfield Glen PUD Ordinance;

WHEREAS, central water and sewer service shall be provided by private franchised utility companies; drainage shall be provided by the Developers; solid waste shall be collected by the licensed franchisee in the area with curbside pickup; recreation, amenities and open space shall be provided by the County and the Developers as set forth in the respective PUD Ordinances; and education shall be provided by the School Board of St. Johns County;

WHEREAS, the following is the Public Facility Schedule applicable to the St. Johns PUD and the Wingfield Glen PUD.

Public Facility Schedule

The following public facilities will serve the St. Johns PUD, and the Wingfield Glen PUD (collectively the "Proposed Developments") through the 10 years of the Development Agreement to 2009.

- (1) Transportation - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3 herein, the Proposed Developments will meet all the requirements of the St Johns County Concurrency Management Ordinance 95-15 regarding the provision of roads.
- (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 as set forth in this Development Agreement in Paragraph 2, below.

- (3) Solid Waste - The County owns and operates the County's only landfill, Tillman Ridge. It will have sufficient space to accommodate the solid waste generated by the Proposed Developments through 2009.
- (4) Drainage - St. Joe and A&S shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Paving and Drainage Ordinance 96-40, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.
- (5) Parks - Through 2009, the County's supply of acreage for parks and open space meets the adopted Level of Service Standard in all areas. The St. Johns PUD generates four (4) acres of demand for neighborhood park acreage and six (6) acres of demand for community park acreage. The St. Johns PUD Ordinance designates that seventeen (17) acres shall be developed as public recreation, plus an eighteen hole golf course of at least 100 acres which exceeds the acreage demand generated by the St. Johns PUD. The Wingfield Glen PUD generates one (1) acre of demand for neighborhood park and community park acreage. The Wingfield Glen PUD Ordinance designates that ten (10) acres shall be developed as recreation which exceeds the acreage demand created by the Wingfield Glen PUD.

WHEREAS, the Developers have obtained concurrency approval for water, sewer, drainage, solid waste, recreation/open space, and mass transit (copies attached as Composite Exhibit C) in accordance with the requirements of St. Johns County Concurrency Management Ordinance (Ordinance No. 95-15), for the Proposed Developments;

WHEREAS, the Developers wish to enter into this Agreement for the purposes of setting forth the conditions under which concurrency for roads for the improvements authorized to be constructed pursuant to the respective PUD Ordinances may be constructed;

WHEREAS, the Developers are executing this Agreement for a period of ten years in consideration for constructing certain transportation improvements and transferring right of way;

WHEREAS, the improvements to be constructed by the Developers will advance the implementation of the County's adopted Traffic Circulation Element, the Jacksonville Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, 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;

WHEREAS, the County has determined that ST. JOE RESIDENTIAL ACQUISITIONS, INC. and A&S LAND DEVELOPMENT CO. are making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Proposed Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, 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;

WHEREAS, the Concurrency Management Ordinance No. 95-15 of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development 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;

WHEREAS, it is stipulated and agreed that as the St. Johns County Board of County Commissioners is and shall be in the process of amending or creating growth management ordinances and policies (specifically the St. Johns County Concurrency Management Ordinance; Zoning Ordinance; Subdivision Regulation Ordinance; Paving and Drainage Ordinance; Landscape Ordinance; Tree Protection and Land Clearing Ordinance; Flood Damage Protection Ordinance; and Impact Fee Ordinance) during the effective period of this Agreement; such laws and policies, in effect at the time of execution of this Development Agreement and as they may be amended during the effective period of this Agreement, shall govern the development of the Property covered by this Agreement, except as otherwise specifically provided for by the terms of this Agreement; and

WHEREAS, the construction of the Proposed Developments will be of significant economic benefit to the citizens of the County by providing new jobs, augmenting the ad valorem tax base of the County and enhancing the quality of life.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Findings of Fact. The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose. The purpose of this Development Agreement is to authorize any owner of the St. Johns Property, or the Wingfield Glen Property to construct any portion or all of the respective portions of the Proposed Developments authorized by St. Johns PUD Ordinance, and the

Wingfield Glen PUD Ordinance 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. The PUD Ordinances approve the development of the following densities and intensities on the St. Johns Property, and the Wingfield Glen Property:

Buildout Schedule

ST. JOHNS

1999-2009

799 single family units, an 18 hole golf course, up to 10,000 square feet of commercial use to be located in the recreation center, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development with no building to exceed thirty-five (35) feet in height pursuant to the St. Johns PUD ordinance.

WINGFIELD GLEN

1999-2009

635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development with no building to exceed thirty-five (35) feet in height pursuant to the Wingfield Glen PUD.

The Amendments of the respective PUD Ordinances from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PUDs and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. Upon any amendment to the PUD Ordinances which significantly increases such transportation impacts as set forth herein, this Agreement shall not be effective as to the additional units or square feet causing the increased impacts.

3. Developers' Obligations and Consideration. The Developers hereby covenant and agree to the following commitments which are necessary to properly provide for impacts caused by the above referenced development; provided, however, that if a community development district is established for one or more portions of the development, then it is intended that the community development district may independently satisfy such obligations and St. Johns County approves of and consents to the community development district's role. To the extent any such obligation under this development agreement is met or performed by a community development district then the Developers shall no longer be subject to the obligation. The commitments are as follows:

(a) **As to St. Johns Access Road**

Prior to platting of the first phase of residential units in the St. Johns Proposed Development or twelve (12) months from the date of execution of this Development Agreement, whichever shall first occur:

(i) Provide design and engineering for the alignment of a 130 foot right of way on the property owned or to be acquired by St. Joe from County Road 210 to a connection with the existing roadbed of Leo Maguire Road at a location as shown on Exhibit D, attached hereto and incorporated herein by reference;

(ii) Construct at Developers' expense approximately 4500 feet of two lane road with curb and gutter and sidewalks complying with the requirements of Ordinance 96-40, pursuant to the roadway section design depicted on the attached Exhibit E, such road to extend from County Road 210 to the entrance of the St. Johns Proposed Development with a southbound left turn lane at project entrance and a north bound turn/acceleration lane and complete such construction at the same time as the improvements described in the plat of the first phase. Notwithstanding the

foregoing, the turn lanes described on comprising the St. Johns Access Road shall be commenced before the issuance of the 25th building permit for a residential unit in the St. Johns Proposed Development and shall be completed before the issuance of the 50th building permit for a residential unit in the St. Johns Proposed Development.

(iii) Pay for the acquisition, surveying, design, engineering, and construction of the realigned roadway.

(iv) The parties agree that the Developers will be entitled to a transportation impact fee credit equal to thirty-two (32%) percent of the Developers' costs for the St. Johns Access Road improvements calculated pursuant to Ordinance 87-57, allocated as follows:

St. Johns	<u>100%</u>
Wingfield Glen	<u>(0)%</u>

(iv) Transfer the aligned and constructed roadway within 130 foot right of way to St. Johns County.

(b) As to County Road 210

Prior to the issuance of the two hundred eightieth building permit for a residential unit in the Wingfield Glen Development or the two hundredth building permit for a residential unit in the St. Johns Development or twenty four months from the date of execution of this Development Agreement, whichever should first occur, Developers shall commence construction of certain improvements to CR 210 which improvements shall be complete within one (1) years of commencement. The improvements to County Road 210 shall consist of approximately 4,575 linear feet of four lane divided roadway with associated stormwater management system to serve County Road 210 drainage and approximately 680 linear feet of three lane roadway utilizing

a center turn lane for Interstate 95 north bound traffic within the existing right-of-way of Interstate 95, all as more particularly depicted in the drawing of Hill, Boring & Associates dated April 9, 1998 a copy of which is attached hereto as Exhibit F. Minor deviations from the plans due to field conditions shall be permitted with the prior consent of the County Engineer. Except as set forth in the exhibits attached hereto, all construction within County Road 210 shall meet the requirements of the St. Johns County Paving and Drainage Ordinance 96-40 unless otherwise approved by St. Johns County. Limits of the four lane construction will begin at the westerly boundary of the St. Johns Property and proceed to the south-bound ramps of Interstate 95. The three lane section will begin at the south-bound ramps of Interstate 95 traversing beneath the existing bridge over pass and end at the north-bound ramps of Interstate 95. Construction within the Interstate right-of-way shall meet the requirements of the Florida Department of Transportation. The roadway improvement is depicted on Exhibit F attached ("County Road 210 Improvement") and shall 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 St. Joe until construction of the County Road 210 improvement. The parties agree that the Developers will be entitled to a transportation impact fee credit equal to one hundred (100%) percent of the Developers' costs for the County Road 210 improvement calculated pursuant to Ordinance No. 87-57, allocated as follows:

St. Johns	59.06%
Wingfield Glen	40.94%

c. Financial Security

As a condition of the recording of any plat of the St. Johns Property or portion thereof, Developers shall post a bond or other security satisfactory to the County for the estimated costs of

the St. Johns Access Road and County Road 210 improvements conditioned upon the performance by Developers of all their obligations hereunder. As a condition of the recording of any plat of the Wingfield Glen Property or a portion thereof shall post a bond or other security satisfactory to the County for the estimated costs of the CR 210 improvements conditioned upon the performance by Developers of all obligations of Developers hereunder with respect to the CR 210 improvements.

4. County Obligations.

(a) By executing this Development Agreement, and subject to the Developers obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby insures to:

St. Joe, its heirs, successors or assigns, authority to take action to proceed with the construction of 799 single family units, an 18 hole golf course, 10,000 square feet of commercial space to be located in the recreation complex, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

A&S its heirs, successors or assigns, authority to take action to proceed with the construction of 635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and

neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

(b) As to St. Johns Access Road and Leo Maguire Road,

The County will credit Developers with thirty-two (32%) percent of the value of the contributed right of way and the costs of construction in the followings amounts:

St. Johns	100%
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Wingfield Glen	0%
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The amount of such credit and costs shall constitute a credit to Developers, their successors and assigns, allocated as set forth above, which may be applied against the payment of County Transportation Impact Fees for construction occurring within the Proposed Developments or as validly assigned as authorized elsewhere in this Agreement or pursuant to County Ordinance. This credit does not include the value of any credits to A&S, its successors and assigns, for any contributed right of way or construction required under the Wingfield Glen PUD Ordinance which is not required under this Development Agreement.

(c) As to County Road 210

The County will credit Developers with the value of the costs of construction in the followings amounts:

St. Johns	59.06%
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Wingfield Glen	40.94%
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The amount of such credit and costs shall constitute a credit to Developers, their successors and assigns, allocated as set forth above, which may be applied against the payment of County Transportation Impact Fees for construction occurring within the Proposed Developments or as validly assigned as authorized elsewhere in this Agreement or pursuant to County Ordinance.

(d) This Agreement is made and granted pursuant to St. Johns County Ordinance No. 95-15, Section 8.6.3.6, 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. Provided however, this Agreement should not be construed to and does not exempt Developers from their obligation to pay for transportation impact fees imposed by the County except as set forth herein. Any impact fee credits granted herein shall remain in full force and effect until the buildout of the Proposed Developments. Any claim for impact fee credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived. Impact fee credits are further to be calculated pursuant to and awardable in compliance with the provisions of Ordinance 87-57.

(e) In the event that some or all of the obligations of the Developers to contribute right of way or construct improvements is delegated to a Community Development District created pursuant to Chapter 190, Florida Statutes the District contributing right of way and/or constructing improvements shall be entitled to the impact fee credit associated therewith.

(f) Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder 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.

5. 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 the Concurrency Management Ordinance No. 95-15, as they may be amended from time to time. If the County modifies its Concurrency Management System Ordinance (the "Ordinance") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developers' Property described in Exhibits A, B, and C. Provided, however, no such modification of the Ordinance or any other land development regulation shall be applied in a manner that operates to prevent development of Developers' Property as would be permitted by this Agreement hereunder 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 the Ordinance 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 applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

6. Necessity to Obtain Permits. Developers hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Property 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.

7. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and approved in St. Johns County PUD Ordinance No. 98-7 is 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 landowner is, by execution of this Agreement, making a binding commitment to the County to pay to construct the transportation facilities to serve the proposed development.

8. Remedies and Monitoring.

(a) If either Developers or County fail to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies 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 (1995).

(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 163.3235, 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 as required by Paragraph 11(f) below.

(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.

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

10. Applicable Law; Jurisdiction of Venue. This Development Agreement, and the rights and obligations of the County and Developers hereunder, 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 hereof shall be exclusively in St. Johns County, Florida. If any provision of this Development Agreement, or the application thereof 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 Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development 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.

11. Joint Preparation. Preparation of this Development 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.

12. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

13. 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 Development Agreement, nor the intent of any provision hereof.

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

15. 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 Development 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 Development Agreement may be

terminated by mutual consent of the parties. The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 5 as set forth above.

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

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

17. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

18. 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 St. Joe:

Mr. Mark Ambach
ARVIDA
3995 Hunt Club Road
Jacksonville, FL 32224

With copy to:

George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

For A&S

Gary Silverfield
A&S Land Development Company
7866 Southside Boulevard
Jacksonville, FL 32256

With copy to:

John D. Bailey, Jr., Attorney at Law
Upchurch, Bailey & Upchurch
780 N. Ponce de Leon Boulevard
St. Augustine, FL 32084

Passed and Duly Adopted by the Board of County Commissioners of St. Johns County,
Florida, this _____ day of _____, 19__.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida

Deputy Clerk

By: _____
Chairman

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

Witness: ST. JOE RESIDENTIAL ACQUISITIONS, INC.

Name: _____

By: _____
Name: _____
Its: _____ President

Name: _____

Date: _____

Witness:

A&S LAND DEVELOPMENT COMPANY

Name: _____

By: _____
Name: _____
Its: _____ President

Name: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

Witness:

By: _____
Name: _____
Its: Chairman

Name: _____

Date _____

Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 19____, by _____, the Vice President of ST. JOE RESIDENTIAL ACQUISITIONS, INC. He/she has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 19____, by _____, the Vice President of A&S LAND DEVELOPMENT COMPANY. He/she has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 199__, by _____, on behalf of the Board of County Commissioners of St. Johns County. He/she has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

VESTCOR

PARCEL "K" (OVERALL)

A PART OF SECTION 28 AND 29, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 216, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINES OF SAID LANDS, THE FOLLOWING TWO COURSES: COURSE (1) S92°11'28"E, A DISTANCE OF 925.28 FEET; COURSE (2) S78°59'22"E, A DISTANCE OF 686.68 FEET; THENCE S23°06'51"W, A DISTANCE OF 1621.68 FEET; THENCE S98°14'02"E, A DISTANCE OF 2347.26 FEET; THENCE S16°56'43"E, A DISTANCE OF 2233.98 FEET TO THE NORTH LINE OF AFORESAID SECTION 28; THENCE N89°68'06"E, ALONG THE NORTH LINE OF AFORESAID SECTION 29 AND SECTION 28 IN PART, A DISTANCE OF 1032.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 96; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: COURSE (1) 1390.17 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3827.43 FEET, A CHORD BEARING S172°0'38"E AND A CHORD DISTANCE OF 1382.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE (2) S27°29'04"E, A DISTANCE OF 776.50 FEET; THENCE S30°57'50"W, A DISTANCE OF 809.95 FEET; THENCE S90°00'00"W (DUE WEST) A DISTANCE OF 177.25 FEET TO THE POINT OF BEGINNING; THENCE S93°16'26"W, A DISTANCE OF 118.53 FEET; THENCE S22°36'15"W, A DISTANCE OF 84.86 FEET; THENCE S42°26'47"W, A DISTANCE OF 268.86 FEET; THENCE S49°05'14"W, A DISTANCE OF 116.82 FEET; THENCE S58°01'47"W, A DISTANCE OF 435.48 FEET; THENCE S74°21'00"W, A DISTANCE OF 91.62 FEET; THENCE S87°11'52"W, A DISTANCE OF 296.26 FEET; THENCE S87°59'12"W, A DISTANCE OF 70.68 FEET; THENCE S75°10'47"W, A DISTANCE OF 2469.16 FEET; THENCE N21°30'00"W, A DISTANCE OF 1459.13 FEET; THENCE N90°00'00"E (DUE EAST), A DISTANCE OF 4122.75 FEET TO THE POINT OF BEGINNING; CONTAINING 80.0 ACRES MORE OR LESS.

POOR ORIGINAL QUALITY

FLORIDA KENTUCKY TIMBERLANDS

P. U. D. OFF. REC.
BOOK L PAGE 749

PARCEL A, B, AND C, AS DESCRIBED IN EXHIBIT "A", RECORDED IN OFFICIAL RECORDS VOLUME 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; LYING IN SECTIONS 17, 19, 20, 28, 29 AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH PARCEL D, SITUATED AND LYING IN SECTION 28 AND 29 OF AFORESAID TOWNSHIP AND RANGE; AND PARCEL E, SITUATED AND LYING IN SECTION 17 AND 20, AFORESAID TOWNSHIP AND RANGE; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RAYLAND

P. U. D. OFF. REC.
BOOK L PAGE 751

PARCEL "D"

A PART OF SECTION 17 AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (FORMERLY STATE ROAD NO. 210) THE FOLLOWING TWO COURSES; (1) S57°48'35"W, A DISTANCE OF 438.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2085.22 FEET; (2) SOUTHWESTERLY 187.90 FEET ALONG THE ARC OF SAID CURVE A CHORD BEARING S60°23'28"W AND A CHORD DISTANCE OF 187.84 FEET TO A POINT ON SAID CURVE, THE POINT OF BEGINNING; THENCE S82°28'16"E, A DISTANCE OF 708.12 FEET; THENCE S68°23'33"W, A DISTANCE OF 1526.48 FEET; THENCE DUE NORTH, A DISTANCE OF 1168.17 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE NORTHEASTERLY 966.97 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2085.22 FEET, A CHORD BEARING N76°07'13"E AND A CHORD DISTANCE OF 948.60 TO THE POINT OF BEGINNING; CONTAINING 23.92 ACRES MORE OR LESS.

MAP SHOWING BOUNDARY SURVEY OF

A parcel of land being a portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Southwest corner of the F. J. Falto Grant, Section 40, said Township 5 South, Range 28 East, said point being monumented by a light wood post; run thence North $88^{\circ}34'24''$ East, along the South line of said Section 40 (being the North line of said SECTION 40 AND 21), a distance of 201.55 feet to a point on the Westerly right of way line of State Road No. 9, also known as Interstate I-95 (a 300 foot limited access right of way as per the State of Florida, State Road Department Right of Way Map Section No. 78080-2403, recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County, Florida); run thence along the Westerly line of said State Road No. 9, also known as Interstate I-95, the following two (2) courses and distances: Course No. 1: South $03^{\circ}08'06''$ East, a distance of 4,253.34 feet to the point of curvature of a curve leading Southerly; Course No. 2: thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 3,925.72 feet, through a central angle of $04^{\circ}05'20''$ to the left, an arc distance of 280.15 feet to a point on the South line of said Section 21, last said line being subtended by a chord bearing and distance of South $05^{\circ}10'46''$ East, 280.09 feet; run thence South $89^{\circ}57'30''$ West, along the aforesaid South line of said Section 21, and then along the South line of said Section 20, a distance of 1031.26 feet to a point; run thence North $15^{\circ}57'21''$ West, a distance of 2,233.98 feet to a point; run thence North $38^{\circ}14'40''$ West, a distance of 2,336.54 feet to a point on the Southeasterly line of Exhibit "C" as recorded in Official Records Book 724, Page 698 (also being the Southeasterly line of Exhibit "C" as recorded in Official Records Book 955, Page 1147); run thence North $23^{\circ}29'42''$ East, along last said line, a distance of 1,493.09 feet to the North line of the South $\frac{1}{2}$ of said Section 20; run thence South $89^{\circ}22'33''$ East, along last said line and then along the North line of Government Lot 1, Section 20, a distance of 1,357.68 feet to a point on the Westerly boundary of said Section 40, the F. J. Falto Grant; run thence South $01^{\circ}21'01''$ East, along last said line, a distance of 832.49 feet to the POINT OF BEGINNING.

Said lands containing 217.84 acres, more or less, in area.

WINGFIELD GLEN



Florida Department of Transportation

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

Post Office Box 1089
Lake City, FL 32056-1089

April 9, 1999

Mr. Sessell Boring
Hill, Boring, Dunn & Associates, Inc.
7950 Belfort Parkway, Suite 1600
Jacksonville, FL 32256

RE: St. John's Golf & Country Club
I-95 & CR-210
Engineer's Project No.: 9701-815

Dear Mr. Boring:

The Department staff has reviewed and accepted your concept for sheets 1 of 2 and 2 of 2 for roadway improvements underneath I-95 at CR-210 from the existing two-lane section to be a three-lane section with center turn lane for north and southbound traffic.

The approval is contingent upon application to the Department and submittal of detailed construction drawings meeting the requirements of the Florida Department of Transportation.

Please submit your permit package to:

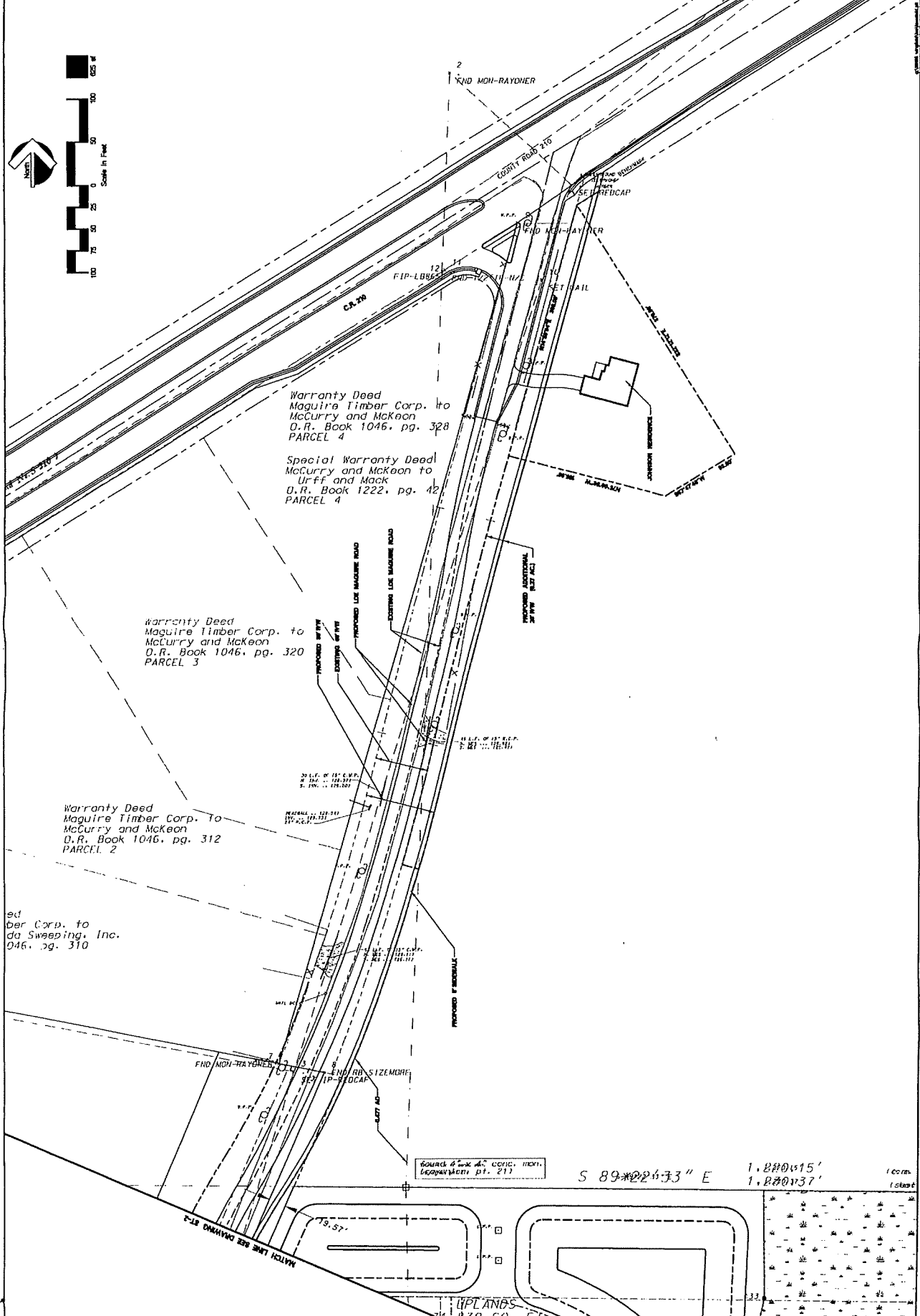
Ms. Maria Williams
3600 D.O.T. Road
St. Augustine, FL 32095
(904) 825-5036

Sincerely,

A handwritten signature in black ink, appearing to read "J. T. Dyal, Jr.".

J. T. Dyal, Jr.
District Permits Engineer

cc: Maria Williams
Robert Pearce
File



Warranty Deed
 Maguire Timber Corp. to
 McCurry and McKeon
 O.R. Book 1046, pg. 328
 PARCEL 4

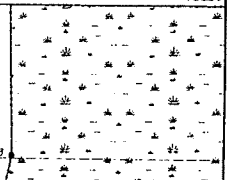
Special Warranty Deed
 McCurry and McKeon to
 Urff and Mack
 O.R. Book 1222, pg. 42
 PARCEL 4

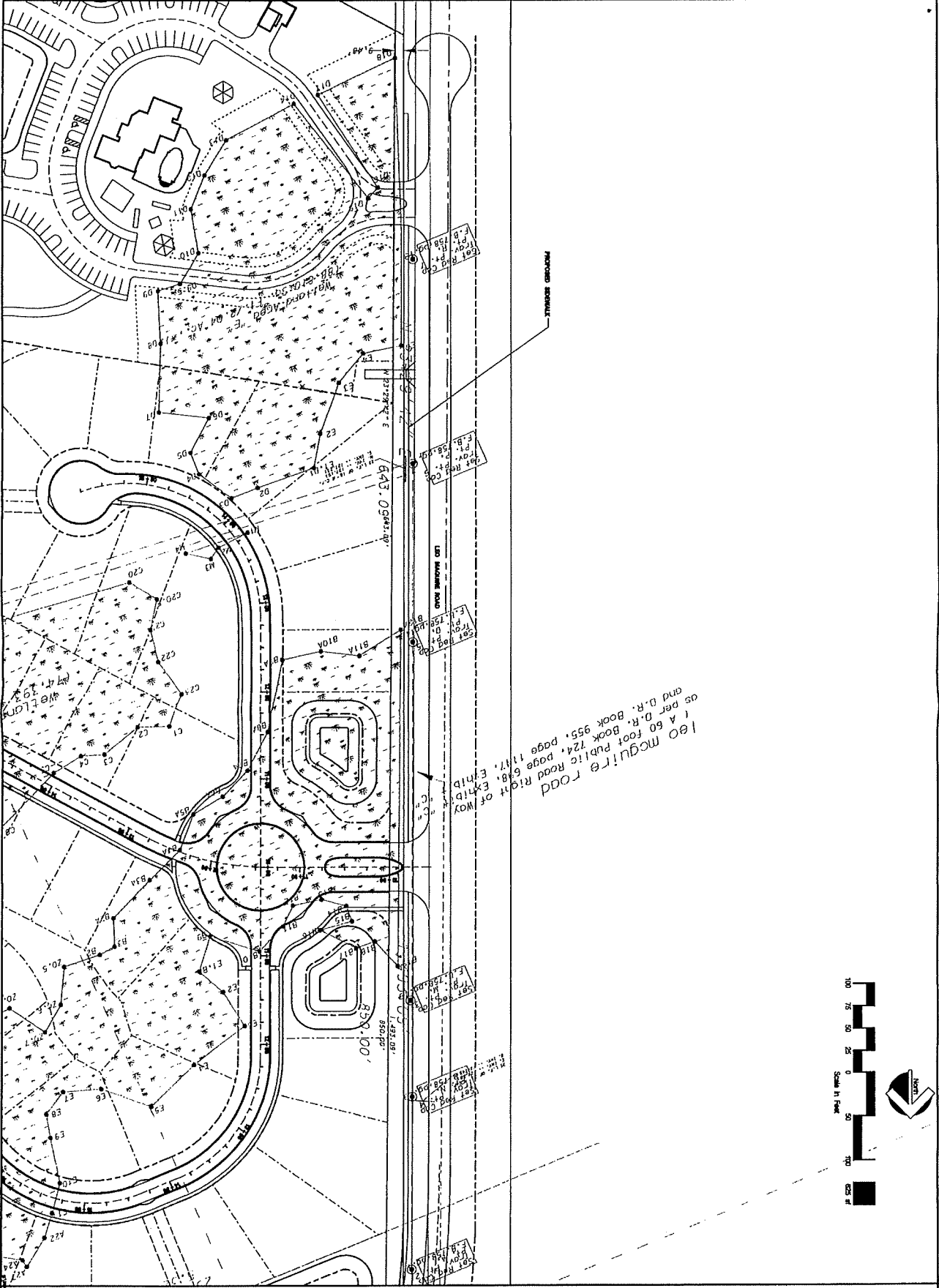
Warranty Deed
 Maguire Timber Corp. to
 McCurry and McKeon
 O.R. Book 1046, pg. 320
 PARCEL 3

Warranty Deed
 Maguire Timber Corp. to
 McCurry and McKeon
 O.R. Book 1046, pg. 312
 PARCEL 2

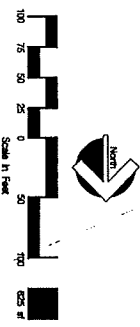
Warranty Deed
 Maguire Timber Corp. to
 McCurry and McKeon
 O.R. Book 1046, pg. 310

S 89° 22' 43" E 1,820' 15'
 1,820' 13'





160 mcquitter road right of way
 as per D.R. Book 124, page 618, Exhibit
 and D.R. Book 955, page 1117.



MATCH LINE SEE DRAWING ST-1

DATE: MARCH 2000
 PROJECT NO.:
 SHEET NO.: 2 OF 2
 DRAWING NO.: ST-2

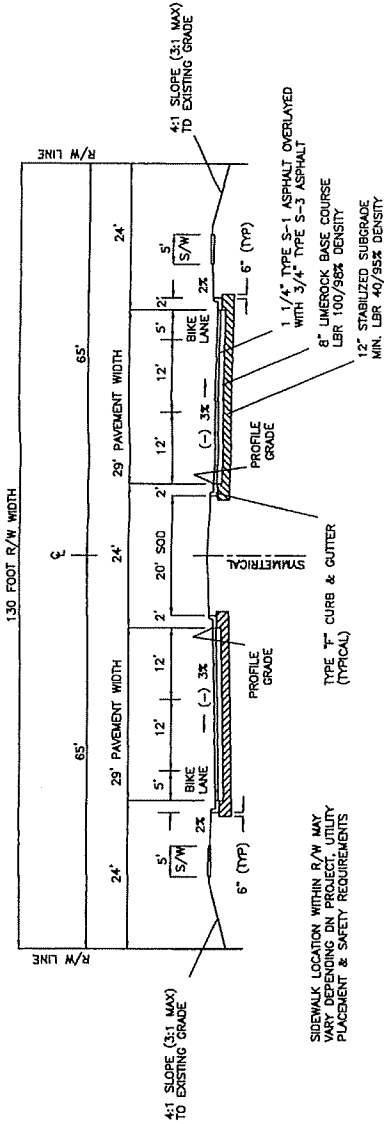
T&W Taylor & White, Inc.
 CONSULTING AND DESIGN ENGINEERS
2500 W. BIRCH STREET
 JONASVILLE, FLORIDA 32753
 354-348-7111 • FAX 354-348-7114
 WWW.TAYLORWHITE.COM

Wingfield Glen
 for
C. Atkerson, Inc.

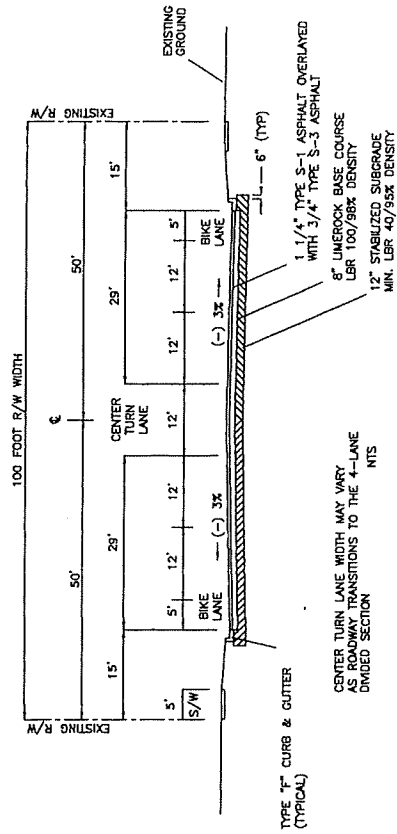
SITE PLAN

SCALE:
1" = 60'
 DESIGNED BY:
G. TAYLOR
 DRAWN BY:
C. JOHNSON
 CHECKED BY:

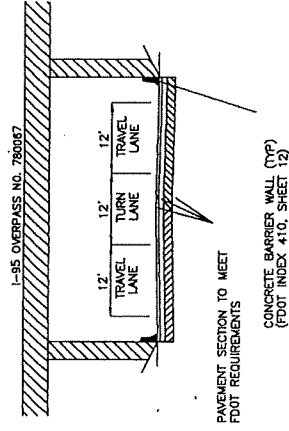
REVISIONS			
NO.	DATE	DESCRIPTION	BY



TYPICAL SECTION CC
4-LANE DIVIDED ROADWAY SECTION
NTS



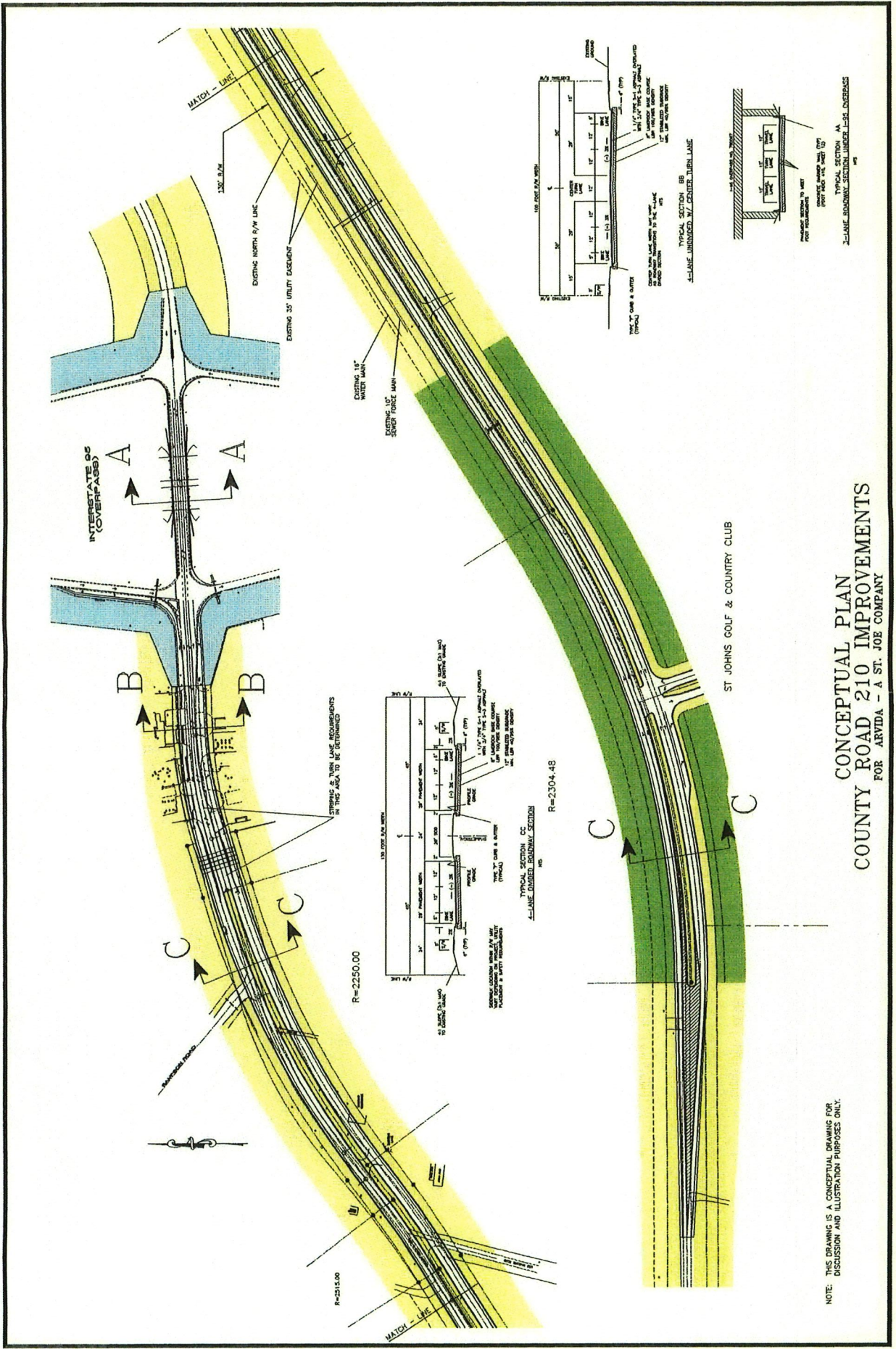
TYPICAL SECTION BB
4-LANE UNDIVIDED W/ CENTER TURN LANE
NTS



TYPICAL SECTION AA
3-LANE ROADWAY SECTION UNDER I-95 OVERPASS
NTS

NOTE: THIS DRAWING IS A CONCEPTUAL DRAWING FOR DISCUSSION AND ILLUSTRATION PURPOSES ONLY.

SECTIONS
COUNTY ROAD 210 IMPROVEMENTS
FOR ARVIDA - A ST. JOE COMPANY



NOTE: THIS DRAWING IS A CONCEPTUAL DRAWING FOR DISCUSSION AND ILLUSTRATION PURPOSES ONLY.

CONCEPTUAL PLAN
 COUNTY ROAD 210 IMPROVEMENTS
 FOR ARVIDA - A ST. JOE COMPANY