

RESOLUTION NO. 2025 - 415

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 BARTRAM PARK DEVELOPMENT PUD/DRI TO FAIRFIELD INN AND SUITES DEVELOPMENT

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 Bartram Park PUD/DRI (DEVELOPER) entered into that certain Impact Fee Credit Agreement (Agreement) on October 7, 2014 and recorded in Book 3949, Page 613 of the Official Records of St. Johns County, Florida; and

WHEREAS, Section 4 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 \$402,697.00 in unused road impact fee credits to the Fairfield Inn and Suites property located at 1732 CR 210 West; and

WHEREAS, there is an existing road impact fee credit in the amount of \$23,620 associated to the subject property on which the Fairfield Inn and Suites will be constructed; and

WHEREAS, VF Fountains1, LLC (Developer of Fairfield Inn and Suites CR210) has been made aware and acknowledges that the existing road impact fee credit amount must be used prior to utilizing the transferred credit; and

WHEREAS, the Bartram Park PUD/DRI and the Fairfield Inn and Suites property are both located in Impact Fee District 1 (Northwest); and

WHEREAS, as a condition of the proposed transfer, the DEVELOPER is required to provide the County a copy of the instrument selling, transferring, assigning or granting the above-described allocation of 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 4th day of November 2025.

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

By: Crystal Smith
Deputy Clerk

Rendition Date: NOV 13 2025

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

Effective Date: NOV 04 2025



END OF DOCUMENT TO BE RECORDED

SUPPORTING DOCUMENTS

IMPACT FEE CREDIT TRANSFER REQUEST

LOCATION MAP (Impact Fee Zones Map)

and

ORIGINAL DEVELOPMENT and IMPACT FEE CREDIT
AGREEMENT



September 18, 2025

Jan Trantham
Transportation Department
St. Johns County

Re: Transfer of Impact Fees Request
Impact Fee Credit Agreement
OR 3949 Pg 613

Dear Jan,

Bartram Park Development, Ltd, Bartram Park Associates, LLC and Winslow Farms, Ltd. still holds \$3,167,067.60 in road impact fee credits in the Impact Fee Agreement dated October 2014 as recorded in the St. Johns County public records OR 3949 Pg 613. Please allow this letter to serve as a formal request to transfer \$402,697.00 of the outstanding credit balance in road impact fees to a nearby project, COMM 22-88 Fairfield Inn and Suites, being developed by VF Fountains, LLC.

Sincerely,



Beth Breeding

Prepared by and Return to:
Beth Breeding
1368 Birmingham Road South
Jacksonville, FL 32207

ASSIGNMENT OF IMPACT FEE CREDITS

This Assignment of Transportation Impact Fee Credits (this “**Assignment**”) is made and entered into this _____ day _____, 2025, by and between Winslow Farms, Ltd. (“**Assignor**”), and VF Fountains 1, LLC (“**Assignee**”).

WITNESSETH

WHEREAS, Assignee owns and is the developer of the Fairfield Inn and Suites St. Johns project located on CR 210 West in St. Johns County, Florida, (the “**County**”) and intends to construct or cause to be constructed a hotel within that certain real property more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Assignor is successor in interest to the Developer of the Project, as defined in and subject to that certain Impact Fee Credit Agreement, recorded in Official Records Book 3949, page 613, in the public records of the County (the “**Impact Fee Agreement**”); and

WHEREAS, the Impact Fee Agreement required, among other things, prepayment to the County for certain impact and other fees to be used in the permitting of development and dedication of right-of-way and stormwater management areas as set forth in the Impact Fee Agreement (the “**Designated Property**”), as more particularly described in the Impact Fee Agreement; and

WHEREAS, to date, Assignor is the owner and holder of Road Facilities Impact Fee Credits in the amount of FOUR HUNDRED TWO THOUSAND, SIX HUNDRED AND NINETY SEVEN, AND 00/100ths Dollars (\$402,697.00) pursuant to the Impact Fee Agreement (the “**Impact Fee Credits**”); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to receive from Assignor, some or all of the Impact Fee Credits as more particularly provided herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. The above stated recitals are true and correct and are incorporated herein by reference.
2. All capitalized terms not defined herein shall have the meanings set forth in the Impact Fee Agreement.
3. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor’s right, title and interest to the Impact Fee Credits, to be used or cause to be used by Assignee for permitting of single-family residential construction within the Property. By execution of this Assignment, St. Johns County is hereby authorized to transfer the Impact Fee Credits from the Bartram Park

Development of Regional Impact transportation impact fee account to the Fairfield Inn and Suites St. Johns impact fee account for Assignee for use on the Property consistent with this Assignment.

4. Assignor represents and warrants to Assignee that Assignor, prior to the effective date of this Assignment, is in material compliance with all of the terms of the Impact Fee Agreement and that the rights of Assignor as to the Impact Fee Credits designated herein have not previously been assigned.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder except that Assignee is permitted to assign all or a portion of any of the Impact Fee Credits to residential builders within the Property.

6. The parties hereby agree that they will cooperate and execute any documents reasonably necessary to facilitate the intent of this Assignment. This Assignment shall be governed and construed in accordance with the laws of the State of Florida.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be executed as of the day and year as indicated above.

WITNESSES:

(Sign on this line.)

(Print name legibly on this line.)

(Street Address)

(City, State, Zip Code)

(Sign on this line.)

(Print name legibly on this line.)

(Street Address)

(City, State, Zip Code)

ASSIGNOR:

WINSLOW FARMS, LTD.,
a Florida limited partnership

By: **WINSLOW FARMS, INC.,**
its sole General Partner

By: _____
ARTHUR E. LANCASTER,
its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2025, by ARTHUR E. LANCASTER, as Vice President of WINSLOW FARMS, INC., a Florida corporation, as the sole General Partner of **WINSLOW FARMS, LTD.**, a Florida limited partnership, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

(Sign on this line)

(Legibly print name on this line)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: _____

EXPIRATION DATE: _____

(SEAL)

WITNESSES:

(Sign on this line.)

(Print name legibly on this line.)

(Street Address)

(City, State, Zip Code)

(Sign on this line.)

(Print name legibly on this line.)

(Street Address)

(City, State, Zip Code)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2025, by _____, as _____ of **VF FOUNTAINS 1, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(Sign on this line)

(Legibly print name on this line)

NOTARY PUBLIC, State of _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

(SEAL)

ASSIGNEE:

VF FOUNTAINS 1, LLC a Florida limited liability company

By: Name: _____

Title: _____

EXHIBIT A

FAIRFIELD INN AND SUITES ST. JOHNS

Property 1:

PARCEL ONE:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 3, SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210, WITH THE WESTERLY BOUNDARY OF SAID SECTION 16, SAID POINT BEING 11.80 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG A CURVE TO THE RIGHT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 210. SAID CURVE HAVING A RADIUS OF 1,196.28 FEET. A DISTANCE OF 38.46 FEET AS MEASURED ALONG A CHORD BEARING NORTH 85 DEGREES 56 MINUTES 38 SECONDS EAST TO A POINT OF TANGENCY; THENCE CONTINUE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210, NORTH 86 DEGREES 51 MINUTES 54 SECONDS EAST, 128.33 FEET TO AN INTERSECTION WITH THE RAMP RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE ALONG SAID RAMP RIGHT OF WAY LINE NORTH 67 DEGREES 19 MINUTES 48 SECONDS EAST, 149.58 FEET; THENCE CONTINUE ALONG SAID RAMP RIGHT-OF-WAY LINE NORTH 6 DEGREES 26 MINUTES 53 SECONDS EAST, 843.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES 29 MINUTES 30 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 3, 417.48 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 3, THE SAME BEING THE WESTERLY BOUNDARY OF SAID SECTION 16, 909.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

POND SITE IN BOOK 2895, PAGE 1932:

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1147, PAGE 971, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY; THENCE NORTH 01 DEGREES 09 MINUTES 51 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 01 DEGREE 51 MINUTES 15 SECONDS AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 57 MINUTES 06 SECONDS EAST, 38.71 FEET TO A POINT OF TANGENCY; COURSE 2: THENCE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 29.69 FEET TO THE BEGINNING OF THE NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95) (A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2408); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9, THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTH 67 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 149.58 FEET; COURSE 2: THENCE NORTH 06 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 227.01 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 56 SECONDS WEST, DEPARTING SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 174.72 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 29 DEGREES 14 MINUTES 50 SECONDS, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 24 MINUTES 16 SECONDS WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 27 SECONDS, AN ARC DISTANCE OF 52.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES 54 MINUTES 53 SECONDS WEST, 51.58 FEET;

THENCE SOUTH 03 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 191.03 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT CERTAIN TRACT OR PARCEL OF LAND, BEING THE EASTERLY 252.8 FEET OF GOVERNMENT LOT 3, SECTION 17, AND ALL OF THAT PORTION OF THE FATIO GRANT SECTION 40, WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY), ALL LYING AND BEING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 210 WITH THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 3, SECTION 17, SAID MONUMENT BEING 11.80 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST ALONG THE EASTERLY BOUNDARY OF SAID SECTION 17, 909.36 FEET TO A CONCRETE MONUMENT SITUATED AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, SECTION 17; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 3, 252.80 FEET; THENCE SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID SECTION 17, 958.21 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 210; THENCE NORTH 73 DEGREES 19 MINUTES 10 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 12.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE BEING TO THE RIGHT AND HAVING A RADIUS OF 1196.28 FEET, A DISTANCE OF 244.35 FEET, ARC DISTANCE, CHORD BEARING AND DISTANCE NORTH 79 DEGREES 10 MINUTES 16 SECONDS EAST, 243.93 FEET TO THE POINT OF BEGINNING.

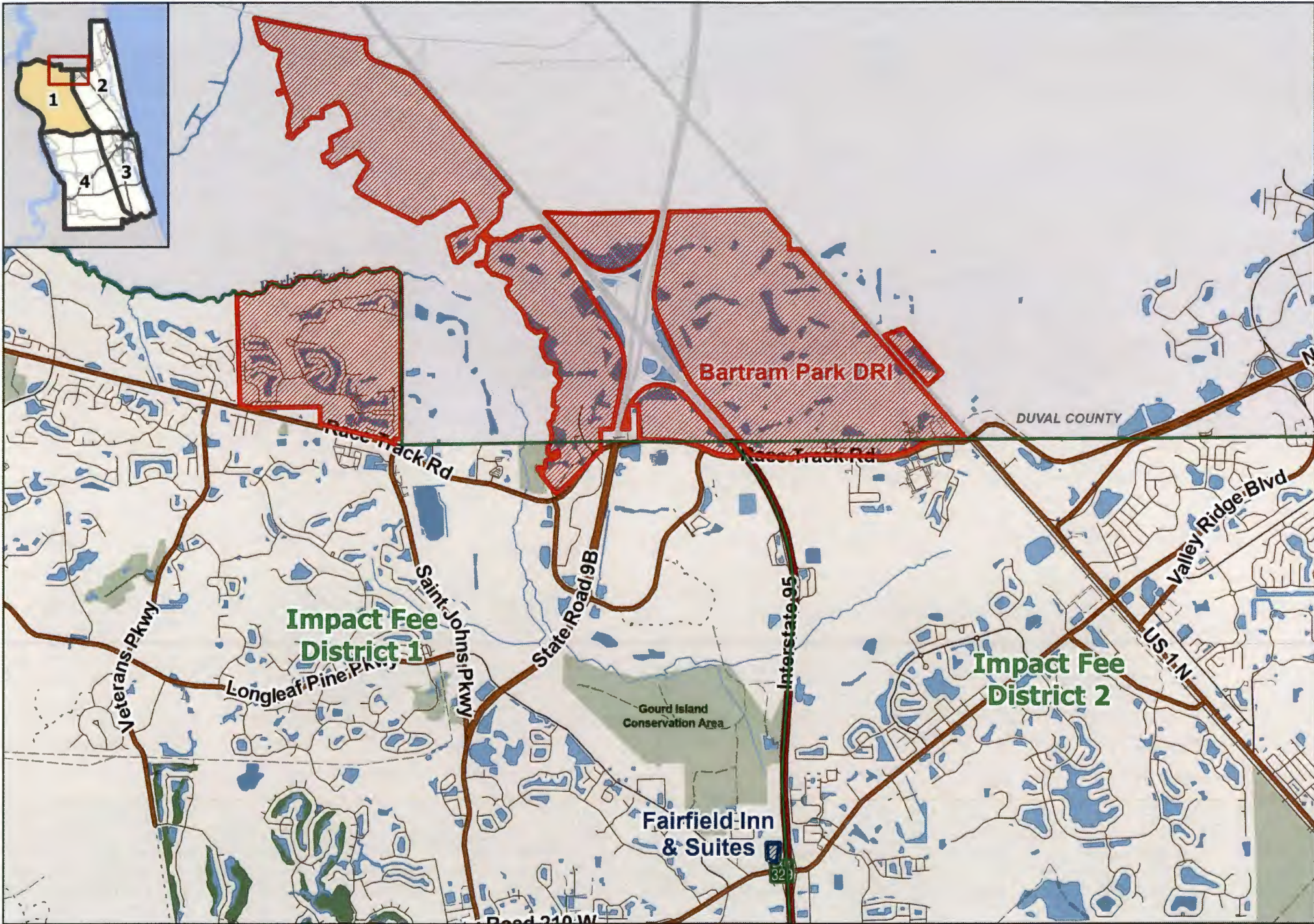
IN ADDITION TO THE PROPERTY CONVEYED ABOVE, THERE IS ALSO CONVEYED HERewith AN EASEMENT, WHICH SHALL RUN WITH THE LAND, AND SHALL BE USED FOR INGRESS AND EGRESS PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PROPERTY RUN THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210 A DISTANCE OF 15 FEET TO A POINT; THENCE NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST A DISTANCE OF 250 FEET TO A POINT; RUN THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 15 FEET, MORE OR LESS, TO A POINT ON SELLER'S EASTERLY PROPERTY LINE, SAID POINT BEING 250 FEET NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

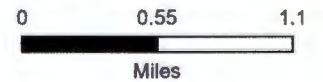
BEGINNING AT THE SOUTHEASTERLY CORNER OF ABOVE-DESCRIBED PROPERTY, RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE A DISTANCE OF 185 FEET, MORE OR LESS, TO A POINT WHICH IS 5 FEET WEST OF AN EXISTING 6 INCH CURB; THENCE RUN IN A NORTHERLY DIRECTION PARALLEL WITH AND 5 FEET WEST OF SAID EXISTING 6 INCH CURB, A DISTANCE OF 250 FEET TO A POINT; RUN THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 227 FEET, MORE OR LESS, TO A POINT ON SELLER'S EASTERLY PROPERTY LINE, SAID POINT BEING 250 FEET NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM THE ABOVE PARCELS 1 AND 2, THE LANDS DESCRIBED IN MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 2609, PAGE 133, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MADE BY AND AMONG TOM'S CHEVRON, INC., A FLORIDA CORPORATION AND THE PANTRY, INC. A DELAWARE CORPORATION, ET AL, AS SET FORTH ON EXHIBIT "A" OF SAID MEMORANDUM OF LEASE



Impact Fee Transfer

IFT 2025-08
Fairfield Inn & Suites



IMPACT FEE CREDIT AGREEMENT

(Road Impact Fees/Bartram Park)

Res 2014-274

THIS **IMPACT FEE CREDIT AGREEMENT** (“**Agreement**”) is made this 2 day of October, 2014, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (“**County**”), and **BARTRAM PARK DEVELOPMENT, LTD.** (formerly known as Bartram Park, Ltd.), **BARTRAM PARK ASSOCIATES, LLC AND WINSLOW FARMS, LTD.** (collectively “**Developer**”).

RECITALS:

A. Bartram Park Development, Ltd., Bartram Park Associates, LLC and Winslow Farms, Ltd. are the Developer and projected Impact Feepayer for certain lands contained within the Bartram Park Development of Regional Impact (“**Project**”), as described and approved in St. Johns County Resolution No. 2014-92 (NOPC 2013-01) and Ordinance Nos. 2014-16 (COMPAND 2013-05) and 2014-17 (MAJMOD 2013-04).

B. Pursuant to St. Johns County Ordinance No. 87-57, as amended (“**Road Impact Fee Ordinance**”), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person’s commencing land development activity or applying for a building permit or certificate of occupancy (“**Feepayer**”), to pay a Road Impact Fee (“**Road Impact Fee**”) so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.

C. Section 13 of the Road Impact Fee Ordinance allows for impact fee credits to be granted for certain land dedications (“**Road Facilities Impact Fee Credits**”).

D. Pursuant to the requirements of the St. Johns County Land Development Code and Special Condition 28 of the Bartram Park DRI Amended and Restated Development Order, the Developer is dedicating right-of-way and stormwater management areas for the widening of Racetrack Road, in the locations depicted on Exhibit “A” attached hereto and incorporated herein by this reference, which dedication is recognized as meeting the requirements for Road Impact Fee Credits.

E. Pursuant to the terms of the Road Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Road Impact Fee Credits.

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

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Road Impact Fee Credits will be calculated based on the value per acre approved in Exhibit G of the Amended and Restated Development Order for the

Bartram Park Development of Regional Impact (Resolution No. 2014-92), which is attached hereto as **Exhibit "B"** and incorporated herein by this reference in the amount of Nine Million Five Hundred Seventy-Two Thousand Five Hundred One and No/100 Dollars (\$9,572,501.00).

The Developer, its successors or assigns, shall receive a maximum of Four Million Dollars (\$4,000,000.00) in Road Impact Fee Credits for its payment of proportionate share funds to the County for the construction of Section 1 of the west segment of Racetrack Road, as set forth more fully in the Bartram Park DRI Amended and Restated Development Order. The Developer, its successors and assigns, shall receive Road Impact Fee Credits in the total amount of proportionate share funds contributed to the County immediately upon the Developer's payment of such funds.

The Developer, its successors and assigns, shall receive a total amount of Road Impact Fee Credits equal to Thirteen Million Five Hundred Seventy-Two Thousand Five Hundred One and No/100 Dollars (\$13,572,501.00)

3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the Road Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are paid directly to the Developer. Then, for so long as the total Road Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Developer's Road Impact Fee Credit account. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system. The voucher form is attached hereto as **Exhibit "C"** and incorporated herein by this reference.
4. In the event that Developer determines to sell all or part of the Project, Developer may sell, transfer, assign or convey any of its interest in part of the Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as Developer, in its sole discretion, determines. In such event, Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credits, if any, shall remain vested in Developer. The Parties agree that no impact fee credit may be used or applied to development outside the Project without the specific approval of the County, and that such approval may

be denied based on factors including, but not limited to, the relationship of the right-of-way dedication to the particular development to which credits are transferred. Developer acknowledges that only one Impact Fee Credit account may exist at any given time for the Project.

5. On or before January 31 of each year, so long as there remain any Road Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. Miscellaneous Provisions:
 - A. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such ordinances or applicable law, those ordinances or law shall prevail and be applicable.
 - B. The Parties agree that Road Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Project.
 - C. In construing the Agreement, the singular shall be held to include the plural and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

- D. All of exhibits attached to this Agreement are incorporated into and made a part of this Agreement.
- E. The Agreement, and any exhibits and/or addenda made a part hereof, constitutes the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- F. Any notices provided pursuant to this Agreement shall be sent to the parties at the following addresses:
- County: County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
- Developer: Bartram Park Development, Ltd.
Attn: J. Thomas Dodson
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
- G. This Agreement is made for the sole benefit and protection of the parties, and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- H. All covenants, agreements, representation and warranties made herein shall be deemed to be material and may be relied on by each party to this Agreement.
- I. This Agreement is recognized as being subject to the laws of the State of Florida and the ordinances of St. Johns County, and therefore all applicable provisions thereof are incorporated herein. If any provision hereof is inconsistent with the requirements of Florida laws or the ordinances of St. Johns County, such laws and ordinances shall apply.
- J. Nothing in this Agreement shall act to allow an entity to receive impact fee credits for contributions provided by a government entity including, but not limited to, a community development district.
- K. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect impact fees, or, if levied, to levy them for a certain amount.

be denied based on factors including, but not limited to, the relationship of the right-of-way dedication to the particular development to which credits are transferred. Developer acknowledges that only one Impact Fee Credit account may exist at any given time for the Project.

5. On or before January 31 of each year, so long as there remain any Road Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Impact Fee Credits.
6. At such time as the Road Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Impact Fees as are then due and payable under the Road Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.
7. Miscellaneous Provisions:
 - A. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Road Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such ordinances or applicable law, those ordinances or law shall prevail and be applicable.
 - B. The Parties agree that Road Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Project.
 - C. In construing the Agreement, the singular shall be held to include the plural and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

- D. All of exhibits attached to this Agreement are incorporated into and made a part of this Agreement.
- E. The Agreement, and any exhibits and/or addenda made a part hereof, constitutes the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- F. Any notices provided pursuant to this Agreement shall be sent to the parties at the following addresses:
- County: County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
- Developer: Bartram Park Development, Ltd.
Attn: J. Thomas Dodson
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
- G. This Agreement is made for the sole benefit and protection of the parties, and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- H. All covenants, agreements, representation and warranties made herein shall be deemed to be material and may be relied on by each party to this Agreement.
- I. This Agreement is recognized as being subject to the laws of the State of Florida and the ordinances of St. Johns County, and therefore all applicable provisions thereof are incorporated herein. If any provision hereof is inconsistent with the requirements of Florida laws or the ordinances of St. Johns County, such laws and ordinances shall apply.
- J. Nothing in this Agreement shall act to allow an entity to receive impact fee credits for contributions provided by a government entity including, but not limited to, a community development district.
- K. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect impact fees, or, if levied, to levy them for a certain amount.

- D. All of exhibits attached to this Agreement are incorporated into and made a part of this Agreement.
- E. The Agreement, and any exhibits and/or addenda made a part hereof, constitutes the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
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Attn: J. Thomas Dodson
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
- G. This Agreement is made for the sole benefit and protection of the parties, and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- H. All covenants, agreements, representation and warranties made herein shall be deemed to be material and may be relied on by each party to this Agreement.
- I. This Agreement is recognized as being subject to the laws of the State of Florida and the ordinances of St. Johns County, and therefore all applicable provisions thereof are incorporated herein. If any provision hereof is inconsistent with the requirements of Florida laws or the ordinances of St. Johns County, such laws and ordinances shall apply.
- J. Nothing in this Agreement shall act to allow an entity to receive impact fee credits for contributions provided by a government entity including, but not limited to, a community development district.
- K. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect impact fees, or, if levied, to levy them for a certain amount.

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

BARTRAM PARK DEVELOPMENT, LTD., a
Florida limited partnership

By: [Signature]
Name: J. Thomas Dodson
Title: President

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 23rd day of October, 2014 by J. Thomas Dodson, who is personally known to me or who has provided N/A as identification.

Notary Public:

[Signature: Sandra L. Powell]

[Signatures Continue on Following Pages]



WINSLOW FARMS, LTD., a Florida limited partnership

By: [Signature]
Name: J Thomas Dodson
Title: President

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 23rd day of October, 2014 by J Thomas Dodson, who is personally known to me or who has provided N/A as identification.

Notary Public:
[Signature: Sandra L. Powell]

[Signatures Continue on Following Page]



ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Name: Michael D. Wanchick
Title: County Administrator

LEGALLY SUFFICIENT
[Signature]
Name
Date: 10/8/14

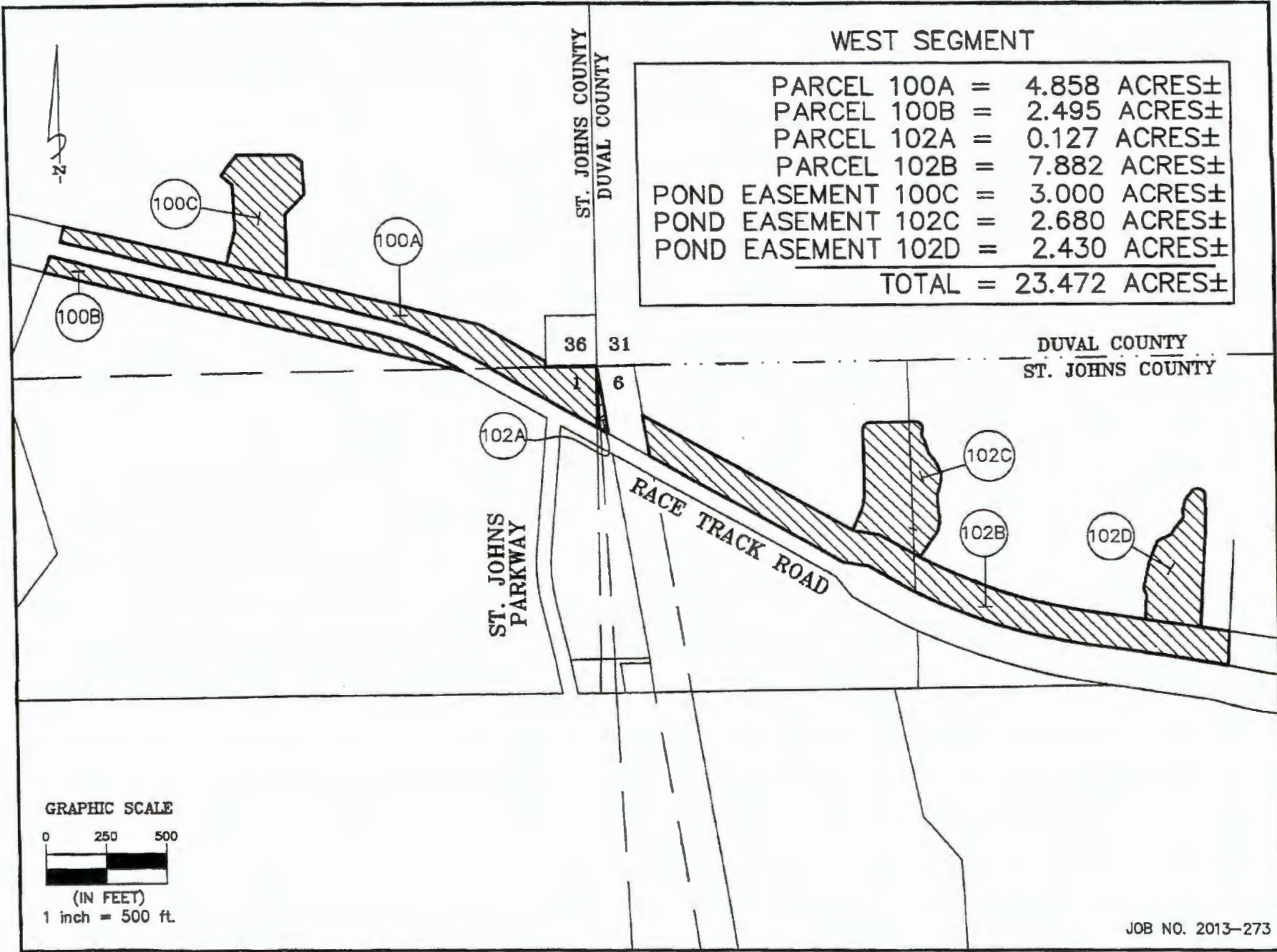
State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 9 day of Oct, 2014 by Michael D. Wanchick, who is personally known to me ~~or who has provided~~ _____ as identification.



Notary Public: Pamela Halterman

EXHIBIT "A"
Right-of-Way Maps



WEST SEGMENT

PARCEL 100A	=	4.858	ACRES±
PARCEL 100B	=	2.495	ACRES±
PARCEL 102A	=	0.127	ACRES±
PARCEL 102B	=	7.882	ACRES±
POND EASEMENT 100C	=	3.000	ACRES±
POND EASEMENT 102C	=	2.680	ACRES±
POND EASEMENT 102D	=	2.430	ACRES±
TOTAL		=	23.472 ACRES±

GRAPHIC SCALE
 0 250 500
 (IN FEET)
 1 inch = 500 ft.

MIDDLE SEGMENT

PARCEL 105	=	2.243 ACRES±
PARCEL 106A	=	2.791 ACRES±
POND PARCEL 106B	=	1.985 ACRES±
POND PARCEL 106C	=	2.866 ACRES±
TOTAL		= 9.885 ACRES±



DUVAL COUNTY
ST. JOHNS COUNTY

31 | 32
6 | 5

INTERCHANGE
STATE ROAD NO. 9B

106A

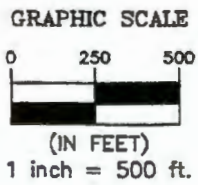
106C

106B

105

DURBIN
CREEK

RACE TRACK ROAD





EAST SEGMENT

PARCEL 110A	=	4.631 ACRES±
POND EASEMENT 110C	=	5.024 ACRES±
PARCEL 111A	=	1.922 ACRES±
<hr/>		TOTAL = 11.577 ACRES±

INTERSTATE NO. 95

110C

32 33
5 4

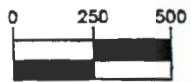
DUVAL COUNTY
ST. JOHNS COUNTY

111A

RACE TRACK ROAD

110A

GRAPHIC SCALE



(IN FEET)

1 inch = 500 ft.

JOB NO. 2013-273
REVISED 9-15-14

EXHIBIT "B"
Impact Fee Credit Calculation

Race Track Road Right-of-Way and Stormwater Management Area Contributions

Land Value per Acre (Yr. 2000 Dollars):			<u>\$146,270</u>	
<u>Completed Contributions:</u>	<u>Parcel</u>	<u>Acres</u>	<u>Total</u>	<u>Land Value</u>
Spine Rd. to US 1	7	5.060		
	7A	5.090		
	7B	9.140		
	7C	<u>1.220</u>		
			20.510	\$3,000,000 Previously Dedicated
<u>Future Contributions:</u>	<u>Parcel</u>	<u>Acres</u>	<u>Total</u>	<u>Land Value</u>
West Segment	100A	4.858		
	100B	2.495		
	100C	3.000		
	102A	0.127		
	102B	7.882		
	102C	2.680		
	102D	2.430		
	105	2.243		
	106A	2.791		
	106B	1.985		
	106C	<u>2.866</u>		
			33.357	\$4,879,132
East Segment	110A	4.631		
	110C	5.024		
	111A	<u>1.922</u>		
			<u>11.577</u>	<u>\$1,962,799</u>
Remaining to Contribute			44.934	\$6,572,501
<u>Total Contributed Land:</u>			<u>65.444</u>	<u>\$9,572,501</u>

EXHIBIT "C"
Form of Impact Fee Credit Voucher

Voucher # _____

St. Johns County Impact Fee Voucher
BARTRAM PARK
DEVELOPMENT OF REGIONAL IMPACT

1. Name and address of Developer/Grantor: Bartram Park Development, Ltd.
700 Ponte Vedra Lakes Boulevard
Ponte Vedra, FL 32082

2. Name and address of Grantee: _____

3. Legal description of subject property: See attached Exhibit "A"

4. Subdivision or Master Development Plan name: Bartram Park Development of Regional Impact

The undersigned Developer/Grantor confirms that it has received from _____ on _____ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

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

BARTRAM PARK DEVELOPMENT, LTD., a
Florida limited partnership

By: _____
Print: _____
Its: _____

RESOLUTION NO. 279

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH BARTRAM PARK, LTD., BARTRAM PARK ASSOCIATES, LLC AND WINSLOW FARMS, LTD.

WHEREAS, Bartram Park Development, Ltd. (formerly known as Bartram Park, Ltd.), Bartram Park Associates, LLC and Winslow Farms, Ltd. are collectively the developer ("Developer") of certain lands contained within the Bartram Park (the "Project") as described and approved in St. Johns County Resolution No. 2014-92 (NOPC 2013-01) and Ordinance Nos. 2014-16 (COMPAMD 2013-05) and 2014-17 (MAJMOD 2013-04).

WHEREAS, Section 13 of St. Johns County Ordinance No. 87-57, as amended, St. Johns County Impact Fee Ordinance ("Road Impact Fee Ordinance") allows for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein.

WHEREAS, in accordance with the County Road Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for certain dedications of real property to the County for right-of-way purposes.

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

Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with Bartram Park Development, Ltd., Bartram Park Associates, LLC and Winslow Farms, Ltd. substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications identified within the Road Impact Fee Ordinance which are eligible for impact fee credits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 7th day of October, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA


Its Chairman

Attest: Cheryl Strickland
Clerk of Courts

CHERYL STRICKLAND, CLERK

By: Pam Halterman
Deputy

RENDITION DATE 10/10/14





St. Johns County
Clerk of the Circuit Court
Cheryl Strickland
St. Augustine, FL 32084
Office: (904) 819-3632

Transaction # 1331190 Receipt # 2014050875 Cashier Date: November 03, 2014 Cashier: NIKKI	Agent # Attention: Name: ROGERS TOWERS Address:	Source: Returned: Will Call #
--	--	--

AGREEMENT **CFN:** 2014064384 **Book:** 3949 **Page:** 613 **Consideration:**
From: ST JOHNS COUNTY **To:** BARTRAM PARK DEV
100-RECORDING \$120.50

PAYMENT: CHECK	6281	AMOUNT:	\$120.50
-----------------------	------	----------------	----------

<u>Total Payments:</u>	<u>Total Fees:</u>	<u>Shortage:</u>	<u>Check Overage:</u>	<u>Escrow Deposit:</u>	<u>Escrow Balance:</u>
\$ 120.50	\$ 120.50	\$ 0.00	\$ 0.00	\$0.00	\$0.00

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-22-013

QUITCLAIM ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that TAREK M. KOLEILAT AND TOM'S CHEVRON, INC., a Florida corporation ("Assignor") in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations received from or on behalf of VF FOUNTAINS 1, LLC, a Florida limited liability company ("Assignee") the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby grant, bargain, sell, assign, transfer and convey to Assignee, to the extent transferable, any and all of Assignor's right, title and interest, in that certain road impact fee credit in the amount of Twenty-Three Thousand Six Hundred Twenty Dollars and No/100's (\$23,620.00) paid by Assignor to St. Johns County, Florida, relating to the CR 210/I-95 Commercial Center and the real property described in Exhibit "A" attached hereto, as well as appurtenances thereto, any and all development rights, plans, permits, authorizations, approvals, licenses, warranties or other contracts, including transportation and wastewater and stormwater capacity reservations and agreements, and other authorizations and agreements, if any, relating to the real property described in Exhibit "A" attached hereto, as well as appurtenances thereto (collectively "Assignment Rights").

This Assignment is made pursuant to the terms of the Commercial Contract executed by Assignor and Assignee bearing an effective date of May 25, 2021, and addenda thereto (collectively, "Commercial Contract").

This Assignment is a quit claim assignment and no warranty or representation whatsoever is made herein or in the Commercial Contract, as to the existence, nature, extent, transferability or condition of any such Assignment Rights.

This Assignment shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal this 3 day of March, 2022.

Signed, sealed and delivered in the presence of:

Robert K. Buckmaster
Witness Robert K. Buckmaster
(print name of witness)

Tarek M. Koleilat
Tarek M. Koleilat

Carla Duenas
Witness Carla Duenas
(print name of witness)

TOM'S CHEVRON, INC., a Florida corporation

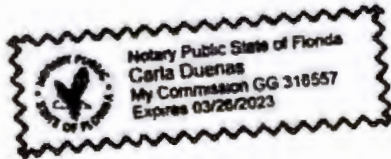
Robert K. Buckmaster
Witness Robert K. Buckmaster
(print name of witness)

By: Tarek M. Koleilat
TM Koleilat
Its President

Carla Duenas
Witness Carla Duenas
(print name of witness)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of March, 2022, by Tarek M. Koleilat, who is personally known to me or who has produced a valid driver's license as identification.

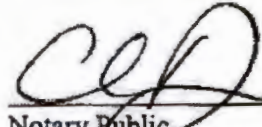


Carla Duenas
Notary Public
(Print/type name)
My commission expires _____
My commission number _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of March, 2022, by TM Koleilat, as President of Tom's Chevron, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a valid driver's license as identification.





Notary Public
(Print/type name) _____
My commission expires _____
My commission number _____

EXHIBIT "A"

The land referred to herein below is situated in the County of ST. JOHNS, State of Florida, and described as follows:

PARCEL ONE:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 3, SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210, WITH THE WESTERLY BOUNDARY OF SAID SECTION 16, SAID POINT BEING 11.80 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG A CURVE TO THE RIGHT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 210, SAID CURVE HAVING A RADIUS OF 1,196.28 FEET, A DISTANCE OF 38.46 FEET AS MEASURED ALONG A CHORD BEARING NORTH 85 DEGREES 56 MINUTES 38 SECONDS EAST TO A POINT OF TANGENCY; THENCE CONTINUE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210, NORTH 86 DEGREES 51 MINUTES 54 SECONDS EAST, 128.33 FEET TO AN INTERSECTION WITH THE RAMP RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE ALONG SAID RAMP RIGHT OF WAY LINE NORTH 67 DEGREES 19 MINUTES 48 SECONDS EAST, 149.58 FEET; THENCE CONTINUE ALONG SAID RAMP RIGHT-OF-WAY LINE NORTH 6 DEGREES 26 MINUTES 53 SECONDS EAST, 843.43 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES 29 MINUTES 30 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 3, 417.48 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 3, THE SAME BEING THE WESTERLY BOUNDARY OF SAID SECTION 16, 909.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

POND SITE IN BOOK 2895, PAGE 1932:

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1147, PAGE 971, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY; THENCE NORTH 01 DEGREES 09 MINUTES 51 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 01 DEGREE 51 MINUTES 15 SECONDS AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 57 MINUTES 06 SECONDS EAST, 38.71 FEET TO A POINT OF TANGENCY; COURSE 2: THENCE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 29.69 FEET TO THE BEGINNING OF THE NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95) (A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO.

78080-2408); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9, THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTH 67 DEGREES 20 MINUTES 38 SECONDS EAST, A DISTANCE OF 149.58 FEET; COURSE 2: THENCE NORTH 06 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 227.01 FEET; THENCE SOUTH 86 DEGREES 48 MINUTES 56 SECONDS WEST, DEPARTING SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 174.72 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 29 DEGREES 14 MINUTES 50 SECONDS, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 24 MINUTES 16 SECONDS WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 40 DEGREES 13 MINUTES 27 SECONDS, AN ARC DISTANCE OF 52.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES 54 MINUTES 53 SECONDS WEST, 51.58 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 191.03 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT CERTAIN TRACT OR PARCEL OF LAND, BEING THE EASTERLY 252.8 FEET OF GOVERNMENT LOT 3, SECTION 17, AND ALL OF THAT PORTION OF THE FATTO GRANT SECTION 40, WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY), ALL LYING AND BEING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 210 WITH THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 3, SECTION 17, SAID MONUMENT BEING 11.80 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST ALONG THE EASTERLY BOUNDARY OF SAID SECTION 17, 909.36 FEET TO A CONCRETE MONUMENT SITUATED AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, SECTION 17; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 3, 252.80 FEET; THENCE SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID SECTION 17, 958.21 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 210; THENCE NORTH 73 DEGREES 19 MINUTES 10 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 12.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE BEING TO THE RIGHT AND HAVING A RADIUS OF 1196.28 FEET, A DISTANCE OF 244.35 FEET, ARC DISTANCE, CHORD BEARING AND DISTANCE NORTH 79 DEGREES 10 MINUTES 16 SECONDS EAST, 243.93 FEET TO THE POINT OF BEGINNING.

IN ADDITION TO THE PROPERTY CONVEYED ABOVE, THERE IS ALSO CONVEYED HERewith AN EASEMENT, WHICH SHALL RUN WITH THE LAND, AND SHALL BE USED FOR INGRESS AND EGRESS PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PROPERTY RUN THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 210 A DISTANCE OF 15 FEET TO A POINT; THENCE NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST A DISTANCE OF 250 FEET TO A POINT; RUN THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 15 FEET, MORE OR LESS, TO A POINT ON SELLER'S EASTERLY PROPERTY LINE, SAID POINT BEING 250 FEET NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEASTERLY CORNER OF ABOVE-DESCRIBED PROPERTY, RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE A DISTANCE OF 185 FEET, MORE OR LESS, TO A POINT WHICH IS 5 FEET WEST OF AN EXISTING 6 INCH CURB; THENCE RUN IN A NORTHERLY DIRECTION PARALLEL WITH AND 5 FEET WEST OF SAID EXISTING 6 INCH CURB, A DISTANCE OF 250 FEET TO A POINT; RUN THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 227 FEET, MORE OR LESS, TO A POINT ON SELLER'S EASTERLY PROPERTY LINE, SAID POINT BEING 250 FEET NORTH 1 DEGREE 08 MINUTES 50 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 08 MINUTES 50 SECONDS EAST A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM THE ABOVE PARCELS 1 AND 2, THE LANDS DESCRIBED IN MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 2609, PAGE 133, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MADE BY AND AMONG TOM'S CHEVRON, INC., A FLORIDA CORPORATION AND THE PANTRY, INC. A DELAWARE CORPORATION, ET AL, AS SET FORTH ON EXHIBIT "A" OF SAID MEMORANDUM OF LEASE.