RESOLUTION NO. 2026 - 351

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC, FOR PAYMENT OF $131,024.94 IN LIEU OF CONSTRUCTION OF A SOUTHBOUND RIGHT-TURN LANE ON HOLMES BOULEVARD AT NORTHWOOD DRIVE; AUTHORIZING EXECUTION OF THE AGREEMENT; RECOGNIZING AND APPROPRIATING FUNDS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Northwood Properties of St. Augustine, LLC ("Developer"), proposes to develop commercial warehouse facilities on property located on Northwood Drive; and

WHEREAS, the development requires construction of a southbound right-turn lane on Holmes Boulevard at Northwood Drive; and

WHEREAS, the County is planning future improvements to Holmes Boulevard that may require removal or reconstruction of the turn lane if constructed separately; and

WHEREAS, the proposed Construction Agreement provides for Developer to pay the County $131,024.94, including a fifteen percent contingency, in satisfaction of Developer's obligation to construct the turn lane, with the funds to be used as provided in the Agreement; and

WHEREAS, coordinating construction of the turn lane or an equivalent improvement with the County's future improvements serves a public purpose by avoiding duplicative construction, promoting efficient use of resources, and minimizing disruption to surrounding properties and motorists.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves and authorizes County Administrator, or designee, to execute the Construction Agreement between St. Johns County and Northwood Properties of St. Augustine, LLC, in substantially the same form as attached hereto.

Section 3. The Developer's payment of $131,024.94 is recognized and appropriated

into the Fiscal Year 2027 Budget Fund for construction of the turn lane or an equivalent improvement at Holmes Boulevard and Norwood Drive. The Office of Management and Budget is authorized to make such budgetary adjustments as are necessary and appropriate.

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

Section 5. This Resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of November 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Clay Murphy, Chair

Rendition Date NOV 03 2026

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

By: _____
Deputy Clerk

ST. JOHNS COUNTY FLORIDA

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made this _____day of _____, 2026, between St. Johns County, a political subdivision of the State of Florida ("County"), 500 San Sebastian View, St. Augustine, Florida 32084, and Northwood Properties of St. Augustine, LLC, a Florida limited liability company ("Developer"), 114 Heron's Nest Lane, St. Augustine, Florida 32080.

RECITALS

WHEREAS, Developer is in the process of developing certain commercial warehouse facilities ("Warehouse Facilities") on lands (8+ acres) owned by Developer, located on Northwood Drive, more particularly described on Exhibit "A" hereto ("Property"); and

WHEREAS, Northwood Drive intersects Holmes Boulevard and a traffic and turn lane study of the Holmes Boulevard/Northwood Drive intersection shows that trips generated by the Warehouse Facilities will warrant installation on Holmes Boulevard of a southbound right-turn lane facilitating right turns onto Northwood Drive ("Southbound Turn Lane"); and

WHEREAS, the applicable provisions of the County's Land Development Code will require the Developer, prior to the issuance of a Certificate of Occupancy ("CO"), to construct the Southbound Turn Lane; and

WHEREAS, Developer and the County acknowledge that the County is planning to construct certain future improvements to Holmes Boulevard, including in the vicinity of its intersection with Northwood Drive ("Holmes Boulevard Future Improvements"); and

WHEREAS, Developer and the County further acknowledge that installation of the Southbound Turn Lane is a condition to Developer obtaining a Building Permit ("Building Permit") and that Developer must proceed to construct the Southbound Turn Lane before the County commences construction of the Holmes Boulevard Future Improvements; and

WHEREAS, the Holmes Boulevard Future Improvements will require Holmes Boulevard to be re-engineered and re-designed which could result in the removal or reconstruction of the Southbound Turn Lane if it is not compatible with the re-engineered and re-designed Holmes Boulevard Future Improvements; and

WHEREAS, as the final engineering and design for the Holmes Boulevard Future Improvements have not yet been completed, it is not possible for the Developer to engineer, design and construct the Southbound Turn Lane in a manner that will be compatible with the engineering, construction, design and location of the Holmes Boulevard Future Improvements; and

WHEREAS, the removal or reconstruction of the Southbound Turn Lane can be avoided by allowing the County to construct the Southbound Turn Lane concurrent with the Holmes Boulevard Future Improvements; and

WHEREAS, as an alternative to the Developer constructing the Southbound Turn Lane in advance of construction of the Holmes Boulevard Future Improvements, Developer proposes to pay to the County the sum of One Hundred Thirteen Thousand Nine Hundred Thirty-Four and 73/100 Dollars ($113,934.73) plus a fifteen percent (15%) contingency representing the cost to Developer of constructing the Southbound Turn Lane.

WHEREAS, such funds would be held by the County and applied toward the cost of constructing the Southbound Turn Lane (or an equivalent improvement serving the same purpose) at the time the County constructs the Holmes Boulevard Future Improvements; and

WHEREAS, Developer is willing to make such payment if it will fully satisfy the Developer's obligation to construct the Southbound Turn Lane in accordance with the applicable provisions of the County's Land Development Code; and

WHEREAS, constructing the Southbound Turn Lane concurrent with the Holmes Boulevard Future Improvements will benefit the County and the public as it will eliminate duplicate construction projects involving the same improvements in the same area and minimize impacts on surrounding properties and motorists utilizing Holmes Boulevard.

NOW, THEREFORE, in consideration of the terms provided below, the receipt and sufficiency of which is mutually acknowledged, County and Developer agree:

1. Recitals

The above recitals are incorporated into this Agreement as findings of fact.

2. Developer Obligations

A. Upon this Agreement being executed by all parties, the Developer shall pay the County One Hundred Thirteen Thousand Nine Hundred Thirty-Four and 73/100 Dollars ($113,934.73) plus a fifteen percent (15%) contingency of $17,090.21, for a total of $131,024.94 by check made payable to "St. Johns County, Florida" and delivered to the County Administrator's office at the address set forth in Section 7, or by wire transfer to an account designated in writing by the County, within five (5) business days following full execution of this Agreement by all parties.

3. County Obligations

A. Following receipt of payment from the Developer, the County shall hold such payment in a separate account, which shall be used solely for the construction of improvements

on Holmes Boulevard at Northwood Drive, in accordance with the County's Land Development Code and Florida Department of Transportation regulations. Such funds may be used and may be combined with other funds appropriated for construction of the future improvements to Holmes Boulevard. Any interest earned on funds held in such account shall be applied to the cost of constructing the improvements on Holmes Boulevard at Northwood Drive or an equivalent improvement and shall not be returned to Developer.

B. Receipt of the entirety of the payment from the Developer shall satisfy the requirements that the Developer construct such Southbound Turn Lane prior to the issuance of a Building Permit for the Warehouse Facilities. Upon full execution of this Agreement and receipt of payment, Developer's obligation under the Land Development Code with respect to the Southbound Turn lane shall be deemed fully and finally satisfied for purposes of issuance of any Building Permit or Certificate of Occupancy for the Warehouse Facilities, and no further construction, payment, or other action by Developer shall be required for said Southbound Turn Lane.

4. Eminent Domain and Damages

The County's exercise of any right provided in this Agreement shall not create any right, title, interest, or estate entitling Developer to full and just compensation from the County either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. Developer waives and relinquishes all claims for compensation or damages resulting in any manner from the County's exercise of any right provided in this Agreement.

5. Payment

This Agreement shall accept payment from the Developer for said improvements.

6. Indemnification

Developer shall indemnify, defend, and hold the County harmless, its officers, employees, and agents, against all claims and reasonable costs associated with this Agreement. This duty specifically does not encompass indemnifying the County for its negligence, intentional or wrongful acts, omissions, or breach of this Agreement.

7. Notice

All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, FL 32084

Copy: County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All notices to Developer shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Northwood Properties of St. Augustine, LLC
Attn: Mr. Steven P. Binninger, Manager
114 Heron's Nest Lane
St. Augustine, Florida 32080

Copy: John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, a
Fisher Tousey Firm
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32084

8. Governing Law and Venue

This Agreement shall be governed in accordance with the laws of the state of Florida. Venue for any action related to this Agreement shall lie exclusively in St. Johns County, Florida.

9. Assignment

Developer shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld.

10. Third Party Beneficiaries

This Agreement does not confer or infer third party beneficiary status or interest to any other person or entity.

11. Relationship of the Parties

This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and the Developer.

12. Non-Waiver

The failure of either party to insist upon the strict performance or compliance with any provision of this Agreement shall not constitute a waiver or relinquishment of such provision, and all such provisions shall remain in effect unless waived or relinquished in writing.

13. Severability

If any part of this Agreement, or the application thereof, is declared void, unconstitutional,

invalid, or otherwise unenforceable for any reason, such part shall be severable, and the remaining portions of the Agreement shall remain in effect.

14. Entire Agreement

This Agreement, together with all exhibits and documents incorporated herein, contains the entire agreement of the parties. No representations or promises have been made except those that are specifically provided herein. Any prior or contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, or warranties with respect to the subject matter of this Agreement are waived and superseded.

15. Authority to Execute

Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including DocuSign, Adobe Sign, or similar platforms) shall be deemed valid and binding for all purposes. Delivery of an executed counterpart of this Agreement by electronic transmission (including by email in portable document format (.pdf) or by facsimile) shall be equally as effective as delivery of an original executed counterpart.

{Remainder of this page is intentionally left blank;
Signatures are on following page(s)}

EXECUTED on _____day of _____, 2026.

ST. JOHNS COUNTY, FLORIDA

By:_____
Name: Joy Andrews
County Administrator

County

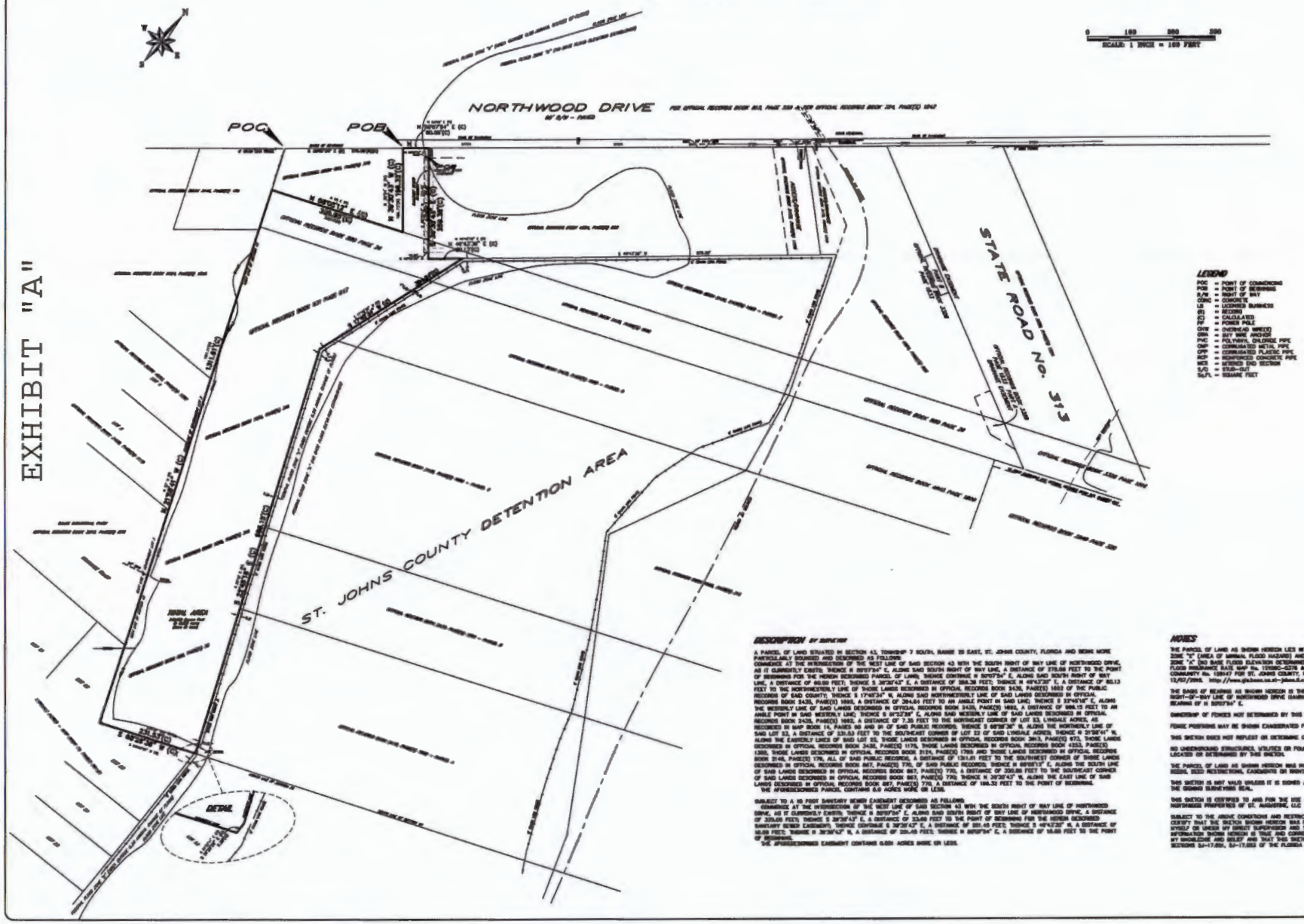
NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC

By:_____
Name: Steven P. Binninger
Its Manager

Developer

SKETCH OF LEGAL

EXHIBIT "A"



LEGEND

POC = POINT OF COMMENCING
POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
CONC = CONCRETE
LB = LICENSED BUSINESS
RECORD
CALCULATED
POWER POLE
OVERHEAD WIRE(S)
GUY WIRE ANCHOR
PVC = POLYVINYL CHLORIDE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
RCP = REINFORCED CONCRETE PIPE
MES = MITERED END SECTION
STUB-OUT
SQ. FT. = SQUARE FEET

DESCRIPTION BY SURVEYOR

A PARCEL OF LAND SITUATED IN SECTION 43, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 89°57'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 175.09 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 89°57'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 66.99 FEET; THENCE S 39°39'43" E, A DISTANCE OF 384.38 FEET; THENCE N 49°43'39" E, A DISTANCE OF 80.13 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3439, PAGE(S) 1693 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S 17°46'24" W, ALONG SAID NORTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3439, PAGE(S) 1693, A DISTANCE OF 284.64 FEET TO AN ANGLE POINT IN SAID LINE; THENCE S 27°45'16" E, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3439, PAGE(S) 1693, A DISTANCE OF 926.15 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE S 81°53'28" E, ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3439, PAGE(S) 1693, A DISTANCE OF 7.39 FEET TO THE NORTHWEST CORNER OF LOT 53, LYNDALE ACRES, AS RECORDED IN MAP BOOK 14, PAGES 80 AND 81 OF SAID PUBLIC RECORDS; THENCE S 66°58'26" W, ALONG THE NORTHERLY LINE OF SAID LOT 53, A DISTANCE OF 330.53 FEET TO THE SOUTHEAST CORNER OF LOT 52 OF SAID LYNDALE ACRES; THENCE N 21°36'41" W, ALONG THE EASTERLY LINES OF SAID LOT 52, THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3613, PAGE(S) 973, THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3439, PAGE(S) 1170, THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4353, PAGE(S) 1305, THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5151, PAGE(S) 1765 AND THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3148, PAGE(S) 176, ALL OF SAID PUBLIC RECORDS, A DISTANCE OF 1311.81 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE(S) 770, OF SAID PUBLIC RECORDS; THENCE N 89°51'17" E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE(S) 770, A DISTANCE OF 330.88 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE(S) 770; THENCE N 39°39'43" W, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE(S) 770, A DISTANCE OF 186.32 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 6.0 ACRES MORE OR LESS.

SUBJECT TO A 30 FOOT SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 43 WITH THE SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, AS IT CURRENTLY EXISTS; THENCE N 89°57'54" E, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWOOD DRIVE, A DISTANCE OF 305.08 FEET; THENCE S 39°39'43" E, A DISTANCE OF 33.60 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED SANITARY SEWER EASEMENT; THENCE CONTINUE S 39°39'43" E, A DISTANCE OF 201.45 FEET; THENCE S 49°43'39" W, A DISTANCE OF 30.00 FEET; THENCE N 39°39'43" W, A DISTANCE OF 205.45 FEET; THENCE N 89°57'54" E, A DISTANCE OF 30.60 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED EASEMENT CONTAINS 0.009 ACRES MORE OR LESS.

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FEDERAL FLOOD ZONE "A" (NO BASE FLOOD ELEVATION DETERMINED) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12109C-0276 & 12109C-0312-J, COMMUNITY No. 125147 FOR ST. JOHNS COUNTY, FLORIDA AS REVISED 11/02/2018. http://www.gisimm.sc.st-johns.fl.us/msy/

THE BASIS OF BEARING AS SHOWN HEREON IS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWOOD DRIVE HAVING AN ASSUMED BEARING OF N 89°57'54" E.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SKETCH.

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SKETCH.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR RIGHTS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SKETCH IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SURVEYORS SEAL.

THIS SKETCH IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF: NORTHWOOD PROPERTIES OF ST. AUGUSTINE, LLC

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON WAS PERFORMED BY ME/UNDER MY/OUR DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SKETCH CONFORMS TO SECTIONS 5J-17.051, 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

NOT A BOUNDARY SURVEY

NORTHWOOD DRIVE
ST. AUGUSTINE, FLORIDA, 32084

ANCIENT CITY SURVEYORS
ACS PROFESSIONAL LAND SURVEYORS
440 U.S. HIGHWAY 1 No. 1, SUITE 101
ST. AUGUSTINE, FLORIDA 32086
PHONE: 904-797-8847 FAX: 904-797-8847

JOSHUA A. PERRY PSM
Professional Surveyor & Mapper

SEAL

DATE SIGNED

REVISIONS