

**6**

**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**6/6/2023**

**BCC MEETING DATE**

**TO:** Hunter S. Conrad, County Administrator **DATE:** May 12, 2023

**FROM:** Keisha Fink, Transportation Planner **PHONE:** 904 209-0753

**SUBJECT OR TITLE:** Impact Fee Agreement - Forestar CR210 West ROW Dedication

**AGENDA TYPE:** Consent Agenda, Contract, Resolution

**BACKGROUND INFORMATION:**

The proposed Road Impact Fee Credit Agreement seeks to establish impact fee credit for the dedication of approximately 9,269 Sq. Ft. of land located along the County Road 210 (CR210) West ROW frontage for the expansion of County right-of-way for the future widening of CR 210 West to a six-lane roadway, which is recognized as meeting the requirements for Road Facilities Impact Fee Credits. The impact fee credit is based on the sale price of two (2) adjacent properties located along CR 210, the Pilot Travel Center comprising of 4,225 Sq. Ft. strip of land with an sale price of \$96,355.00 and RPM Automotive comprising of 5,044 Sq. Ft. strip of land with a sale price of \$106,000 along the CR 210 frontage with a total amount of \$202,355. The impact fee credit will be awarded following the conveyance and acceptance of the subject property by the BCC.

**1. IS FUNDING REQUIRED?**   No   **2. IF YES, INDICATE IF BUDGETED.**   No    
**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**  
**INDICATE FUNDING SOURCE:**

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2023-\_\_\_\_\_, authorizing the County Administrator to execute the Impact Fee Credit Agreement with Forestar (USA) Real Estate Group Inc., (IFA 2023-02) establishing a total road impact fee credit of \$202,355.00.

**For Administration Use Only:**  
**Legal:** Christine Valliere 5/16/2023 **OMB:** Tammy Patten 5/16/2023 **Admin:** Joy Andrews 5/30/2023

**RESOLUTION NO. \_\_\_\_\_**

**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 FORESTAR (USA) REAL ESTATE GROUP INC.**

**WHEREAS**, Forestar (USA) Real Estate Group Inc. is the Developer of certain lands contained within the Bridgewater PUD (the "Project") as described and approved in St. Johns County Ordinance No. 2019-02; and

**WHEREAS**, St. Johns County Ordinance No. 87-57, as amended, St. Johns County Road Facilities Impact Fee Ordinance ("Road Impact Fee Ordinance") and Chapter 163, Florida Statutes allow 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; and

**WHEREAS**, in accordance with the County Road Impact Fee Ordinance and Chapter 163, Florida Statutes, Forestar (USA) Real Estate Group Inc. is entitled to certain impact fee credits for the dedication of land.

**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 Forestar (USA) Real Estate Group Inc. 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.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Christian Whitehurst  
Chair

ATTEST:  
BRANDON J. PATTY, Clerk of the Circuit Court & Comptroller  
By: \_\_\_\_\_  
Deputy Clerk

**IMPACT FEE CREDIT AGREEMENT  
("AGREEMENT")**

**Road Facilities Impact Fees**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County") and **Forestar (USA) Real Estate Group Inc.**, ("Developer").

**RECITALS:**

- A. **Forestar (USA) Real Estate Group Inc.**, ("Developer") is the Developer and projected Impact Feepayer of certain lands contained within the **Bridgewater residential development (Zoning File PUD 2019-02 and MODCP 20-118)** ("Project"), as described and approved in St. Johns County **Ordinance No. 2019-57**.
- B. Pursuant to St. Johns County Ordinance No. 87-57 , as amended, ("Road Facilities Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a Road Facilities impact fee ("Road Facilities 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 Facilities Impact Fee Ordinance allows impact fee credits to be granted for certain dedications and/or improvements ("Road Facilities Impact Fee Credits").
- D. Developer is dedicating 0.21 acre for use as expansion of County right-of-way for the future widening of County Road 210 (CR210) West to a six-lane roadway, which is recognized as meeting the requirements for Road Facilities Impact Fee Credits. The right-of-way to be dedicated is depicted in **Exhibit "A"** attached hereto. This dedication is subject to Developer's continued right to access CR210 West for ingress and egress and utilities, including water, sewer, telephone, cable, etc.
- E. Pursuant to the terms of the Road Facilities Impact Fee Ordinance, County and Developer desire to set forth their agreement and a procedure for the applicant and treatment of such Road Facilities Impact Fee Credits.

NOW, THEREFORE, in consideration of the premises and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Road Facilities Impact Fee Credits will be calculated as the combined purchase price of the right-of-way in the total amount of **\$202,355** (see attached **Exhibits "B"**).
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 Facilities Impact Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Developer. Then, for so long as the total Road Facilities Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Facilities Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Facilities 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 Facilities 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 Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "C"**. In the event that the County institutes an alternative mechanism to the current voucher for Impact Fee Credits, such as a voucher-less system, Developer and Feepayer may use said alternate system.
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 Facilities 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 Facilities Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Facilities 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 dedication and/or improvements 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 Development Project.

5. On or before January 31 of each year, so long as there remains any Road Facilities Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Facilities Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Facilities Impact Fee Credits.
6. At such time as the Road Facilities 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 Facilities Impact Fees as are then due and payable under the Road Facilities 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 construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that his Agreement is bound by the terms of the County's Road Facilities 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 Facilities 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 Facilities 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 Development.
  - 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 the exhibits attached to this Agreement are incorporated in and made a part of this Agreement.
- e. The Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- g. All covenants, agreements, representations, and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.
- i. The Developer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
- j. Nothing in this Agreement shall act to allow an entity to receive impact fees 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 any certain amount.
- l. Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

With Copy to: County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

For the Developer: Sarah Wicker, Division President  
Forestar (USA) Real Estate Group Inc.  
14785 Old St. Augustine Road, Suite 300  
Jacksonville, FL 32258

With Copy to: Heather Allen, Director  
Forestar (USA) Real Estate Group Inc.  
14785 Old St. Augustine Road, Suite 300  
Jacksonville, FL 32258

**[SIGNATURES ON FOLLOWING PAGES]**

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

Witness:  
\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**Developer**  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is the \_\_\_\_\_ of the company. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_



Witness:

**St. Johns County, Florida**

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Hunter S. Conrad,  
County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of (check one)  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Hunter S. Conrad, who is the County Administrator for St. Johns County, Florida, and is authorize to execute this Agreement on behalf of St. Johns County, Florida. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_

NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

**EXHIBIT "A"**

**(Right-Of-Way Dedicated)**

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 23.00 FEET; THENCE S36°29'44"W, DEPARTING SAID NORTHEASTERLY AND ALONG A LINE PARALLEL TO AND 23 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.97 FEET; THENCE S53°30'16"E, A DISTANCE OF 2.06 FEET TO A LINE PARALLEL TO AND 25 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE S36°29'44"W, ALONG LAST SAID LINE, A DISTANCE OF 196.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271; THENCE S36°29'44"W, DEPARTING SAID SOUTHWESTERLY LINE AND ALONG A LINE PARALLEL TO AND 25 FOOT DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 162.96 FEET; THENCE N53°30'16"W, A DISTANCE OF 25.00 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 175.00 FEET; THENCE N36°29'44"E, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 195.90 FEET TO THE POINT OF BEGINNING.

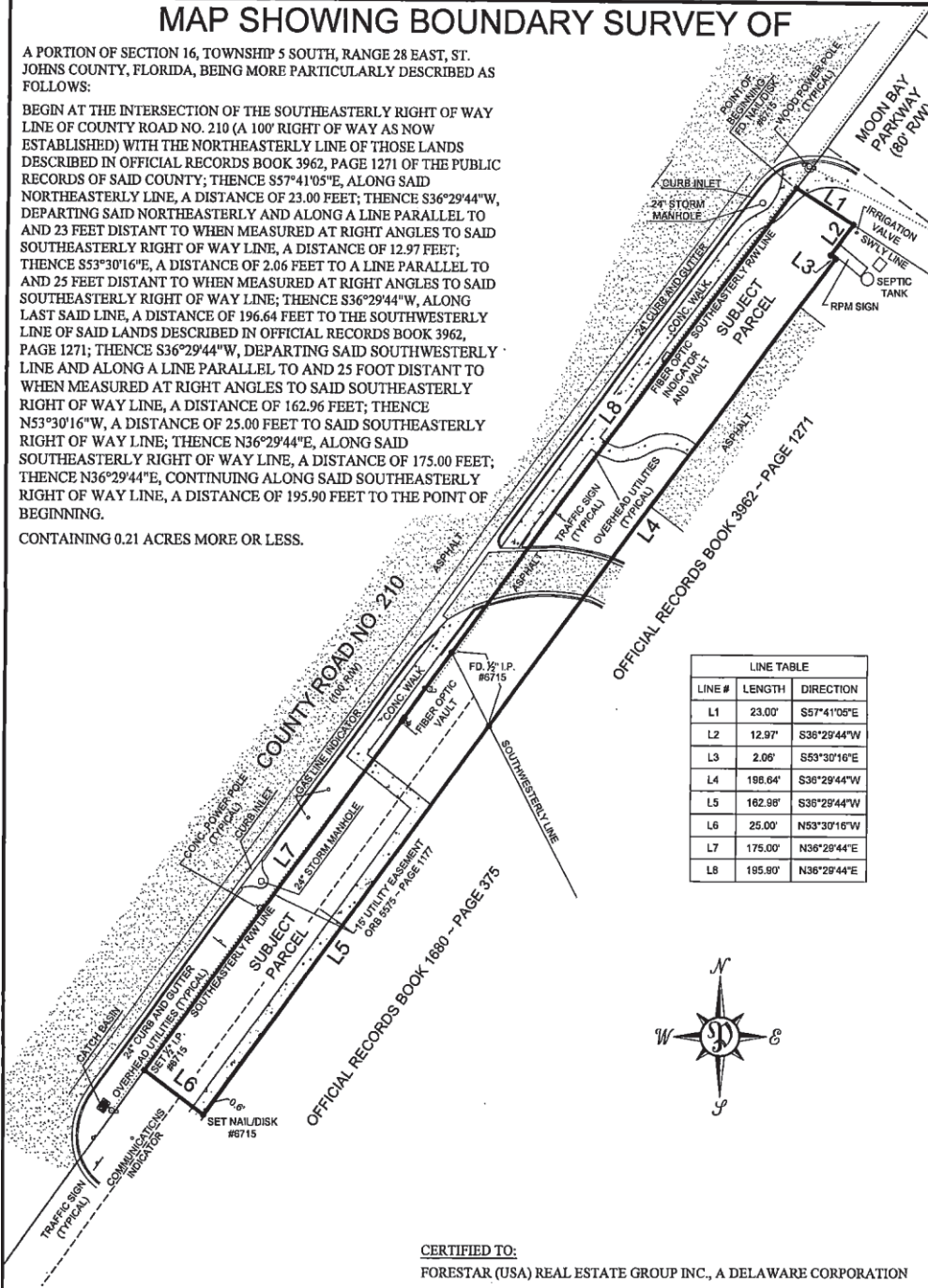
CONTAINING 0.21 ACRES MORE OR LESS.

# MAP SHOWING BOUNDARY SURVEY OF

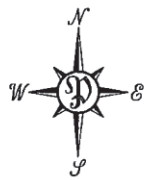
A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 23.00 FEET; THENCE S36°29'44"W, DEPARTING SAID NORTHEASTERLY AND ALONG A LINE PARALLEL TO AND 23 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.97 FEET; THENCE S53°30'16"E, A DISTANCE OF 2.06 FEET TO A LINE PARALLEL TO AND 25 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE S36°29'44"W, ALONG LAST SAID LINE, A DISTANCE OF 196.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271; THENCE S36°29'44"W, DEPARTING SAID SOUTHWESTERLY LINE AND ALONG A LINE PARALLEL TO AND 25 FOOT DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 162.96 FEET; THENCE N53°30'16"W, A DISTANCE OF 25.00 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 175.00 FEET; THENCE N36°29'44"E, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 195.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.21 ACRES MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	23.00'	S57°41'05"E
L2	12.97'	S36°29'44"W
L3	2.06'	S53°30'16"E
L4	196.64'	S36°29'44"W
L5	162.96'	S36°29'44"W
L6	25.00'	N53°30'16"W
L7	175.00'	N36°29'44"E
L8	195.90'	N36°29'44"E



CERTIFIED TO:  
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

## PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

**GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON NAD83 2011 FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

LEGEND	
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVE
P.O.C.	POINT OF COMPOUND CURVE
P.O.C.	POINT ON CURVE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
B.R.L.	BUILDING RESTRICTION LINE
C.F.	CHAIN LINK FENCE
R.W.	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
O.L.	ON LINE
- - -	BREAK LINE
R	RADIUS
Δ or D	DELTA (CENTRAL ANGLE)
A or L	ARC LENGTH
C or CH	CHORD
CB	CHORD BEARING
(R)	LINE RADIAL TO CURVE
AC	AIR CONDITIONER
CONC.	CONCRETE
FD.	FOUND
LP	IRON PIPE
(M)	MEASURED
(D)	DEED
- - -	FENCE

SCALE 1"=40'

10-14-22  
DATE OF FIELD SURVEY  
NATHAN P. PERRET, FLA. CERT. NO. 6900



**Exhibit "B"**

Instr #2023011442 BK: 5708 PG: 1636, Filed & Recorded: 2/14/2023 11:31 AM #Pgs:3  
Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording \$27.00 Doc. D \$674.80

Prepared By and Return to:  
Pam Bowser  
DHI TITLE OF FLORIDA, INC.  
12276 San Jose Blvd., Suite 739  
Jacksonville FL 32223

FILE 121-220103268

Sales Price: \$96,355.00  
Documentary Stamps: \$674.80

---

Space Above This Line For Recording Data

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made this 5<sup>th</sup> day of **February, 2023**, by **Pilot Travel Centers LLC, a Delaware limited liability company**, whose address is 5508 Lonas Drive, Knoxville, TN 37909 ("**Grantor**"), to **Forestar (USA) Real Estate Group, Inc., a Delaware corporation**, whose address is 10700 Pecan Park Blvd., Suite 150, Austin, TX 78750 ("**Grantee**").

**WITNESSETH**, that said Grantor, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, the following described land (the "Property"), situate, lying and being in **St. John's** County, Florida to wit:

**See Exhibit A**

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** the same in fee simple, forever.

This conveyance is made **SUBJECT TO** the following:

1. Ad valorem real property taxes and assessments for the year 2023 and subsequent years.
2. Restrictions, reservations, covenants, conditions and easements of record (but without any intention of reimposing the same), and all applicable laws, ordinances, and government regulations, including without limitation, zoning and building codes and ordinances.

**AND** the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and has good right and lawful authority to sell and convey said Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has unto set its hand and seal on the day and year written above.

Signed, sealed and delivered in the presence of:

Grantor:

PILOT TRAVEL CENTERS LLC, a Delaware limited liability company

Leigh Ann Fox  
Witness

By: [Signature]  
David A. Clothier, Vice President/Controller

Print Name: Leigh Ann Fox

[Signature]  
Witness

Kasie Moore  
Print Name

STATE OF TENNESSEE )  
  )  
COUNTY OF KNOX        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 7<sup>th</sup> day of February, 2023, by **David A. Clothier as Vice President/Controller of Pilot Travel Centers LLC**, a Delaware limited liability company, on behalf of the company who is personally known to me, or has produced as identification.



[Signature]  
Notary Public – State of Tennessee  
Printed Name: Chad Talbot  
Commission Number: N/A  
Commission Expiration: February 2, 2025

EXHIBIT A

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S36°29'44"W, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 195.90 FEET TO THE MOST WESTERLY CORNER OF LAST SAID LANDS AND THE POINT OF BEGINNING; THENCE S27°47'16"E, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 27.75 FEET; THENCE S36°29'44"W, DEPARTING SAID SOUTHWESTERLY LINE AND ALONG A LINE PARALLEL TO AND 25 FOOT DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 162.96 FEET; THENCE N53°30'16"W, A DISTANCE OF 25.00 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

3

Prepared by and Return To:  
Pam Bowser  
DHI Title Company  
12276 San Jose Blvd., Suite 739  
Jacksonville FL 32223

**File Number: 121-220102497**  
**SALES PRICE: 106,000.00**  
**DOCUMENTARY STAMPS: \$742.00**

### GENERAL WARRANTY DEED

**THIS GENERAL WARRANTY DEED** made this **19th** day of **October, 2022**, between **Meadows Incorporated**, a Georgia corporation (“Grantor”), whose mailing address is **4141 Southpoint Drive East, Suite B, Jacksonville, FL 32216 and Forestar (USA) Real Estate Group Inc.**, a Delaware corporation (“Grantee”), whose address is **10700 Pecan Park Blvd., Suite 150, Austin TX 78750** (Wherever used herein the term “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN & No/100 Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto said Grantee all that certain real property and the improvements thereon (hereinafter collectively referred to as “the real property”) in **St. John’s** County, Florida, more particularly described as follows:

#### See Exhibit A

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same unto Grantee in fee simple, forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of the real property in fee simple; that Grantor has good right and lawful authority to sell and convey the real property; that Grantor hereby fully warrants the title to the real property and will defend the same against the lawful claims of all persons whomsoever; and that the real property is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

ZUB

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Meadows Incorporated,  
a Georgia corporation

Denise Hughes  
Witness Signature

Denise Hughes  
Witness Printed Name

By: [Signature]  
Bernard C. Brown, Jr., President

Pam Bowser  
Witness Signature

Pam Bowser  
Witness Printed Name

STATE OF FL.  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 19<sup>th</sup> day of October, 2022, by **Bernard C. Brown, Jr., President of Meadows Incorporated, a Georgia corporation**, on behalf of the corporation, who is personally known to me or has produced FL. D.L. as identification.

Denise M. Hughes  
Notary Public  
State of FL at Large  
My commission expires

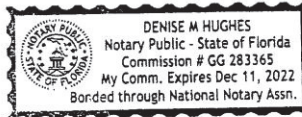




Exhibit A

A PORTION OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 100' RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S57°41'05"E, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 23.00 FEET; THENCE S36°29'44"W, DEPARTING SAID NORTHEASTERLY LINE AND ALONG A LINE PARALLEL TO AND 23 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 12.97 FEET; THENCE S53°30'16"E, A DISTANCE OF 2.06 FEET TO A LINE PARALLEL TO AND 25 FEET DISTANT TO WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE S36°29'44"W, ALONG LAST SAID LINE, A DISTANCE OF 196.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3962, PAGE 1271; THENCE N27°47'16"W, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 27.75 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE N36°29'44"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 195.90 FEET TO THE POINT OF BEGINNING.

303

**Exhibit "C"**

**(Bridgewater Residential Impact Fee Voucher)**

Voucher # \_\_\_\_\_

**ST. JOHNS COUNTY IMPACT FEE VOUCHER**

***(Bridgewater Residential)***

Name and address of Developer/Grantor: Forestar (USA) Real Estate Group Inc.,  
14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258

Name and address of Grantee: St. Johns County, 500 San Sebastian View, St.  
Augustine, FL 32084

Legal description of subject property: See attached legal sketches

Subdivision or Master Development Plan name: Bridgewater Residential

The undersigned Developer/Grantor confirms that it has received from \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_ 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 Road Facilities Impact Fee Credit account of  
the Developer/Grantor.

Road Impact Fees, Ordinance #87-57 in the amount of \$\_\_\_\_\_

**Developer/Grantor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_