

3

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

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

11/5/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: October 8, 2024

FROM: Jan Trantham, Senior Transportation Planner

PHONE: 904 209-0611

SUBJECT OR TITLE: DEVAGREE 2024-02 Robinson Improvement Company Development Agreement

AGENDA TYPE: Business Item, Contract, Public Hearing, Report

BACKGROUND INFORMATION:

The Robinson Improvement Company (RIC) has proposed a Development Agreement to provide mitigation for the transportation impacts associated to the proposed Robinson Improvement Company PUD for the development of 3,332 residential units on 2,673 acres located west of I-95 between CR 208 and CR 214. RIC proposes to construct CR 2209 from CR 208 to the project boundary as 2-lanes of a future 4-lane; and construct a 4-lane from the project boundary to CR 214. The construction is proposed in two phases coinciding with the PUD phasing; Phase 1 from CR 208 to PUD Phase 1, and Phase 2 from Phase 1 boundary to CR 214. RIC is required to donate the right-of-way for CR 2209 pursuant to the Agreement for Donation of Right-of-Way and Stormwater Sites between the Robinson Improvement Company and St. Johns County, dated January 17, 2019. executed in conjunction with a Comprehensive Plan Amendment for the subject property from Rural Silviculture (R/S) to Residential B future land use. The Agreement includes a request for road impact fee credit for the total cost of the proposed transportation mitigation in the amount of \$61,543,187 to be awarded in increments as proposed improvements are bonded or constructed, subject to documentation of actual costs. This is the second of two required public hearings for consideration of a Development Agreement. The first public hearing was held on October 15, 2024 before the Board of County Commissioners.

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 Approve the Robinson Improvement Company Development Agreement finding the request consistent with the St. Johns County Comprehensive Plan and Land Development Code.

For Administration Use Only:

Legal: Kealey West 10/25/2024

OMB: ARM 10/28/2024

Admin: Brad Bradley 10/28/2024



Growth Management Department
Transportation Development Division Report
Application for Development Agreement
DEVAGREE 2024-02 Robinson Improvement Company

To: Board of County Commissioners

From: Jan Trantham, Senior Transportation Planner

Date: September 19, 2024 **(Updated 10/22/2024)**

Subject: DEVAGREE 2024-02 Robinson Improvement Company, a request for approval of a Development Agreement to mitigate for transportation impacts for the Robinson Improvement Company PUD.

Owners: Robinson Improvement Company

Representative: Zach Miller, Esq.

Hearing Dates: Board of County Commissioners – October 15, 2024 (1st Hearing)
Board of County Commissioners – November 5, 2024 (2nd Hearing)

Commissioner District: District 2

REQUEST SUMMARY

Robinson Improvement Company (Owner) has proposed a Development Agreement (RIC Agreement) to mitigate the transportation impacts of the Robinson Improvement Company PUD (PUD 2024-09) that is proposed for the development of 3,332 residential units, consisting of 2,077 single family units, 340 multi-family low-rise units, and 915 age-restricted single family units, on 2,673 acres located west of I-95 between CR 208 and CR 214.

The RIC Development Agreement proposes to mitigate the adverse transportation impacts and satisfy the required proportionate share by constructing CR 2209 from CR 208 to CR 214 in two phases at an estimated cost of \$61,543,187.

This is the second of two required public hearings to consider a Development Agreement. The first public hearing was held before the Board of County Commissioners on October 15, 2024. The proposed RIC Agreement has been revised since the first public hearing as follows:

- **Non-residential development removed**
- **Proportionate fair share calculation revised based on the completion of the concurrency review; includes signal modifications and intersection improvement cost along adversely impacted roadways; and adversely impacted roadway segments outside the 4-mile radius**
- **Proposed mitigation cost has been revised based on constructing 4-lanes instead of 2-lanes through the proposed development; intersection cost at CR 208 and CR 214, and cost for 12' multi-purpose path added**
- **Specific timing of construction relative to development approvals added**
- **Language has been added by the applicant to limit the amount of development that can occur prior to 2030**

BACKGROUND

A Comprehensive Plan Amendment (COMPAMD 2017-01) was approved in 2019 changing the future land use designation for the subject property from Rural/Silviculture (R/S) to Residential B with a text amendment limiting development to a maximum of 3,332 residential units and providing that no development would occur prior to 2026. In conjunction with COMPAMD 2017-01, an Agreement for Donation of Right-of-Way and Stormwater Sites (ROW Agreement) between the Robinson Improvement Company and St. Johns County was also approved. The purpose of the ROW Agreement was to secure the donation of a 250-foot wide right-of-way corridor of approximately 7.4 miles in length and adjacent stormwater sites for the future construction of CR 2209 from CR 208 to CR 305. CR 2209 is a regionally significant roadway planned by the County as a parallel facility to I-95. The 250-foot right-of-way width and stormwater site were intended to accommodate up to 6-lanes.

The Robinson Improvement Company PUD is proposed for the development of 3,332 residential units. The PUD is proposed for development in 2 ten-year phases:

- Phase 1 (2028-2038)
 - 1,038 single family units (**850 single family units allowed with Phase 1 transportation mitigation**)
 - 170 multi-family units
 - 457 age-restricted single family units
- Phase 2 (2038-2048)
 - 1,039 single family units (**remaining Phase 1 units (188 units) allowed with Phase 2 transportation mitigation**)
 - 170 multi-family units
 - 458 age-restricted single family units

The proposed PUD is also scheduled for public hearing before the Board of County Commissioners on November 5, 2024. The Application for Concurrency Determination (CONMAJ 2024-05) has been completed for the proposed 3,332 residential units, consisting of 2,077 single family units, 340 multi-family low-rise units, and 915 age-restricted single family units.

The standard 4-mile radius study area was expanded as requested by staff to include impacted roadway segments outside the 4-mile radius as allowed by Section G.1.b of the Traffic Impact Study Methodology and Procedures, Appendix A of the Land Development Code. Staff review of the concurrency traffic impact

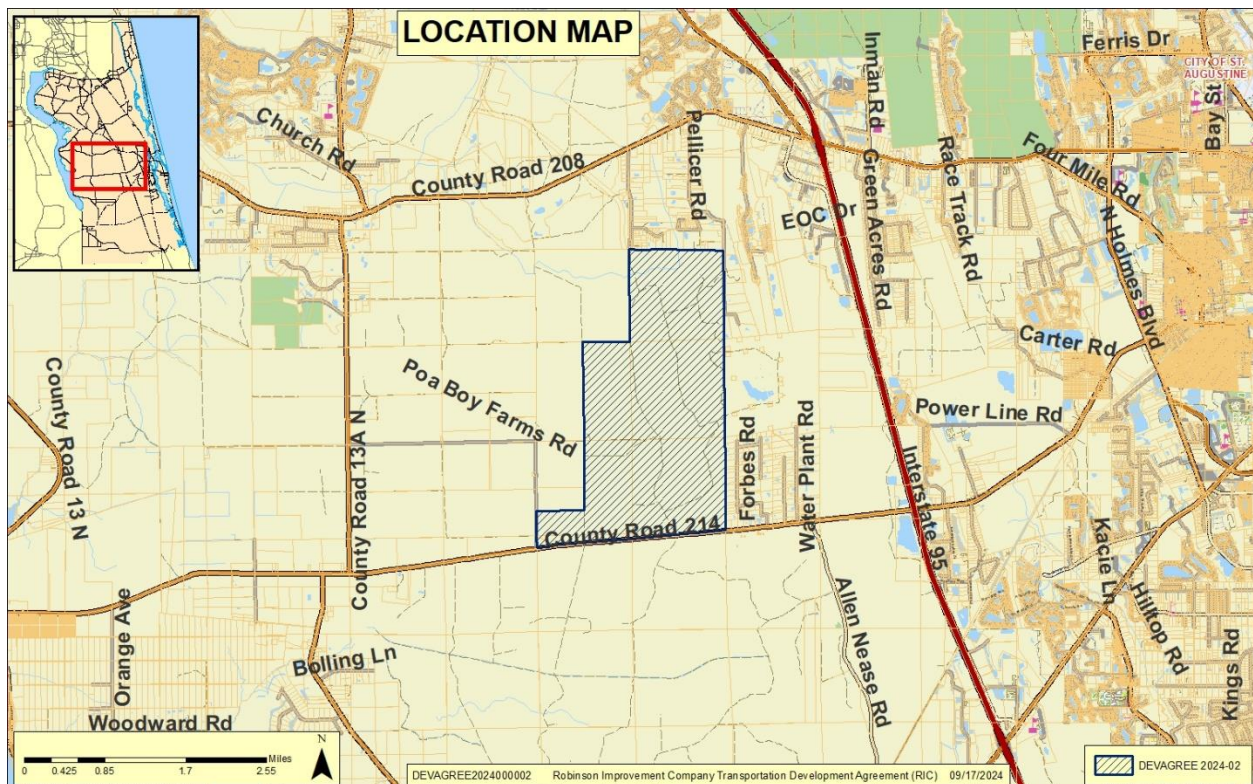
analysis indicates inadequate transportation capacity for build out on the following roadway segments within the study area for which transportation mitigation is required:

- Link 62.2 (Four Mile Rd from Holmes Blvd to SR 16) – Phase 1
- Link 67.2 (Holmes Blvd from CR 214 to Four Mile Rd) – Build Out
- Link 92.2 (SR 16 from West Mall Entrance to I-95)
- Link 93.1 (SR 16 from I-95 to Inman Road)
- Link 93.2 (SR 16 from Inman Road to Four Mile Road)
- Link 94 (SR 16 from Four Mile Road to Woodlawn Road)
- Link 108 (SR 207 from I-95 to Wildwood Dr)
- Link 109 (SR 207 from Wildwood Dr to Holmes Blvd)
- Link 129 (I-95 from SR 206 to SR 207)
- Link 130 (I-95 from SR 207 to SR 16) – Phase 1
- Link 131 (I-95 from SR 16 to International Golf Pkwy) – Build Out

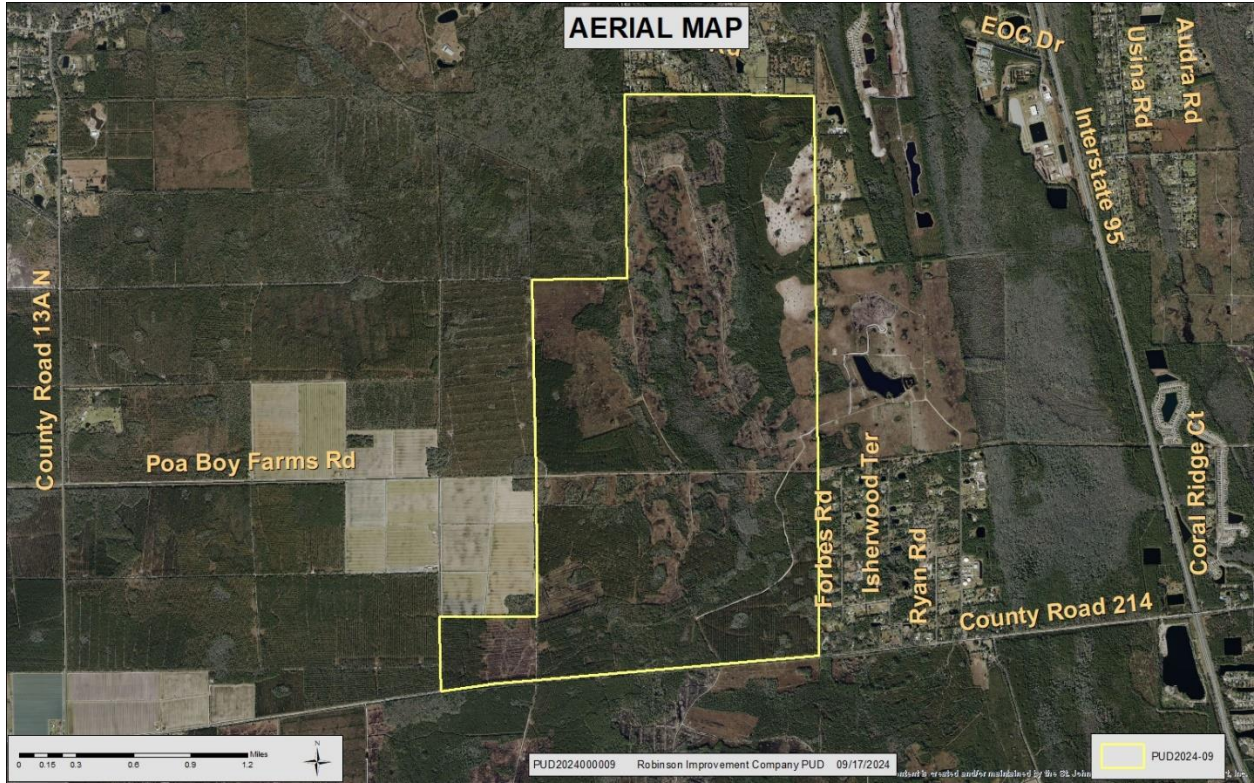
The concurrency review has been completed and the required proportionate fair share for Phase 1 is \$37,280,270 and a total of \$56,774,295 (cumulative) for build out. The required proportionate share includes the project impact to the proposed CR 2209 as well as existing roadways within the study area that are adversely impacted and includes the projects share for various intersection improvements on existing roadways and the future CR 2209.

MAP SERIES

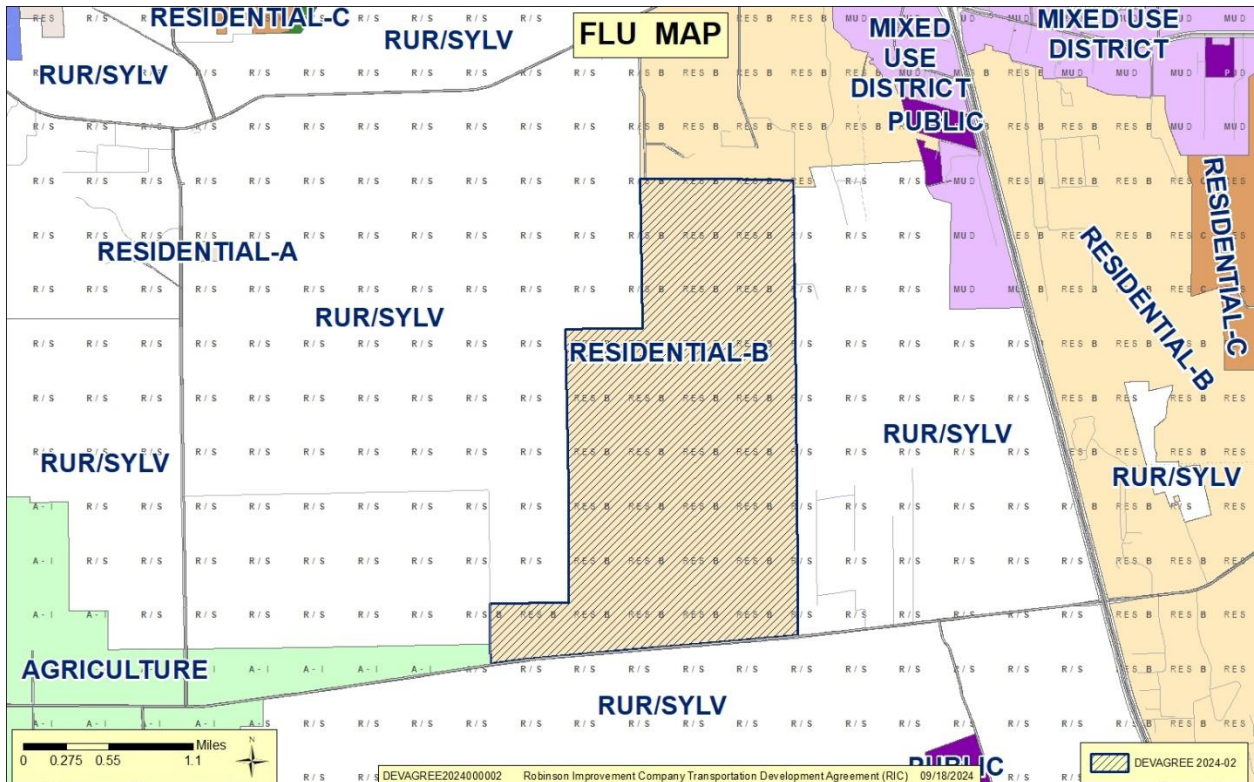
Location: The Robinson Improvement Company PUD is located west of I-95 between CR 208 and CR 214.



Aerial Imagery:



Future Land Use: The subject property is currently designated Residential B pursuant to Comprehensive Plan Amendment approved in 2019.



PROPOSED TRANSPORTATION MITIGATION

The RIC Agreement proposes to mitigate the adverse transportation impacts and satisfy the required proportionate share by constructing CR 2209 from CR 208 through the proposed development to CR 214 in two phases as follows:

- Phase 1 Transportation Mitigation
 - Construct CR 2209 from CR 208 to the PUD boundary as 2 lanes of a future 4-lane facility; approximately 1.07 miles with intersection improvements at CR 208 (estimated cost \$17,208,562)
 - Construct CR 2209 from the PUD boundary to the Phase 1 boundary as a 4-lane facility; approximately 1.02 miles (estimated cost \$13,074,875)
 - Design cost for remaining CR 2209 from the Phase 1 boundary to CR 214 (estimated cost \$9,848,962)
 - Commence prior to first construction plan approval in Phase 1
 - Bonded prior to first Plat approval in Phase 1 or at construction plan if ROW has been dedicated to County
 - Complete prior to first certificate of occupancy in Phase 1
 - **Total Phase 1 Cost - \$40,132,399 (satisfies the Phase 1 required PFS of \$37,280,270)**

- Phase 2 Transportation Mitigation
 - Construct CR 2209 from PUD Phase 1 boundary to CR 214 as a 4-lane facility, approximately 2.04 miles (estimated cost - \$21,410,788)
 - Commence prior to first construction plan approval in Phase 2
 - Bonded prior to first Plat approval in Phase 2 or at construction plan if ROW has been dedicated to County
 - Complete prior to first certificate of occupancy in Phase 2
 - **Total Phase 2 Cost - \$21,410,788 (construction cost minus design/engineering cost)**

- **Total Proposed Mitigation Cost - \$61,543,187 (satisfies the cumulative required PFS for Build Out of \$56,774,295)**

Additional Development Restrictions

In addition to the phasing restrictions above, the applicant has included additional restrictions to limit the start of the proposed development and limit the amount of development that can occur prior to 2030 as follows:

- Delay issuance of the first Certificate of Occupancy to no earlier than January 2028
- Phase 1 development approvals limited to 850 single family detached, 170 townhomes, and 457 age-restricted single family detached units with the Phase 1 mitigation
- Limit the total number of residential units that can be platted to no more than 500 prior to January 2030

Road Impact Fee Credit

The proposed RIC Agreement includes a request for road impact fee credit for the total costs associated with CR 2209 construction in the total amount of \$61,543,187 with documentation of actual costs required to be provided to the County prior to As Built approval. Road impact fee credit will be awarded when roadway improvements are bonded or construction is complete for each phase, as applicable.

Based on the current impact fee schedule (10/1/2024 FY 2025), the estimated road impact fees associated with the proposed development could range from \$28,275,352 (1,251 - 1,800 sq. ft.) to \$40,976,936 (2,501 – 3,750 sq. ft.) using the mid-range residential impact fee categories. The road impact fee amounts are subject to the impact fee update currently in process by the County and any future updates, and the square footage of each residential unit to be determined at the time of permitting. The Agreement acknowledges that the road impact fee credits granted by this Agreement are limited to the amount of road impact fees which are due or become due from the proposed development. Excess credits could be transferred outside the development as provided for by Florida Statute.

Road Impact Fee Credit Reduction

The road impact fee credit is typically reduced by up to 20% based on the project's utilization of capacity; however, the applicant indicated that this reduction should not be applicable and is offset by the dedication of the CR 2209 right-of-way without credit. Staff disagrees with the applicant's assessment. The CR 2209 right-of-way was to be donated in support of the comprehensive plan land use change to Residential B approved in 2019, and the impact fee credit associated with proposed mitigation should be reduced as provided in Section 11.09.06.F of the Land Development Code. This would result in a reduction of the road impact fee credit by \$4,695,130 for the project's utilization of capacity on existing roads, making the total road impact fee credit \$56,848,057.

DEPARTMENTAL REVIEW

The Transportation Development Division has routed this request to all appropriate reviewing departments and the only outstanding comment is the impact fee credit reduction issue provided above.

The Transportation Development Division finds that the proposed Development Agreement meets the general requirements and intent of Section 11.09 of the Land Development Code.

CORRESPONDENCE

Staff received one email correspondence from one individual with general questions about the traffic impact analysis and whether the 4-mile radius study area will be extended for this request.

ACTION

Staff finds that the request is consistent with Article XI of the Land Development Code.

ATTACHMENTS

1. Proposed Robinson Improvement Company Development Agreement
2. Approved Agreement for Donation of Right-of-Way and Stormwater Sites, dated January 17, 2019 (Resolution 2019-30)

ATTACHMENT 1

DOCUMENT TO BE RECORDED

PROPOSED

ROBINSON IMPROVEMENT COMPANY

DEVELOPMENT AGREEMENT

DEVAGREE 2024-02

**ROBINSON IMPROVEMENT COMPANY TRANSPORTATION DEVELOPMENT
AGREEMENT**
(RIC)

THIS ROBINSON IMPROVEMENT COMPANY TRANSPORTATION DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2024, by and between ROBINSON IMPROVEMENT COMPANY, a Florida corporation (“**RIC**”), and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**County**”).

A. RIC is the owner of approximately 2,673 acres of certain real property located in St. Johns County, Florida described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**RIC Property**”).

B. The Future Land Use Map (“**FLUM**”) designation of the RIC Property is Residential B with a site-specific text policy to limit development of the RIC Property to a maximum 3,332 dwelling units and that no certificates of occupancy can be issued prior to 2026 (the “**Development Rights**”);

C. The current designation of the RIC Property is OR and an application for rezoning to planned unit development known as the Robinson Improvement Company Tract PUD (the “**PUD**”) which has been concurrently submitted with this Agreement.

D. RIC is proposing to develop the RIC Property with a maximum of 3,332 single-residential units (as specified in the PUD), (the “**RIC Development**”).

E. Pursuant to that certain Agreement for Donation of Right-of-Way and Stormwater Sites dated January 17, 2019 (the “**Donation Agreement**”), RIC agreed to donate (and require other owners to donate) to the County a minimum 250-foot-wide right-of-way corridor of approximately 7.4 miles, along with corresponding and stormwater sites (adjacent to the right-of-way alignment and appropriate for retention of a six-lane facility) for a portion of the proposed County Road 2209 planned from CR 208 to CR 305 as set forth in the Donation Agreement (the “**Land Donation**”).

F. The Donation Agreement provides that RIC shall not receive impact fee credits or credit toward transportation mitigation for the donation of right-of-way for the Land Donation.

G. RIC desires to mitigate for the transportation impacts of the RIC Development on the County’s regional transportation network by constructing over one mile of CR-2209 from CR 208 to the north RIC Development property line as a two-lane of a future four-lane road, and by constructing over three miles of CR 2209 from the north RIC Development property line to CR-214, as a four-lane roadway (the “**Transportation Improvements**”), pursuant to Subsection 163.3180, Florida Statutes, in exchange for receiving transportation concurrency (“**Concurrency**”) from the County.

H. RIC and the County desire to enter into this Agreement to provide for the construction of the Transportation Improvements, in exchange for Concurrency being provided for the RIC Development.

I. This Agreement is consistent with the St. Johns County Comprehensive Plan, St. Johns County Land Development Code and Chapter 163, Florida Statutes, as well as other applicable law, and serves a public purpose.

J. The County has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The County has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the RIC Property is consistent with the St. Johns County Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the St. Johns County Land Development Code (the “Code”).
- iii. This Agreement constitutes a binding commitment on the part of RIC, its successors and assigns, to develop the RIC Property consistent with the St. Johns County Comprehensive Plan and applicable provisions of the Code.
- iv. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

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

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

2. **Purpose and Intent.** RIC and the County desire to enter into this Agreement to address their respective responsibilities for transportation improvements related to the RIC Development. In exchange for RIC constructing and dedicating the Transportation Improvements, the County shall grant to RIC transportation concurrency for concurrency application CONMAJ 2024-05. In addition, the Agreement identifies the available road impact fee credits that will be available to RIC based upon its construction of the Transportation Improvements for transportation mitigation associated with the RIC Development.

3. **St. Johns County Concurrency System.** The County has adopted a Proportionate Fair Share Program, as defined in Part 11.09.00 of the Code, that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors. The St. Johns County Road Impact Fee Ordinance No. 87-57, as amended, allows impact fee credits to be granted for proportionate fair share mitigation and transportation facility construction (“**Road Impact Fee Credits/Impact Fee Credits**”). RIC or its successors and assigns will be required to pay road impact fees (“**Road Impact Fees/Impact**”).

Fees”) for roads in connection with the RIC Development and, as a result, RIC is a “**Feepayer**” as defined in Ordinance No. 87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee Credits to FeePAYERS under certain circumstances.

4. **Densities and Intensities Statement.** The RIC Property will be developed with a maximum of **3,332 residential units** (2,077 single-family homes, 915 age-restricted single-family homes and 340 townhomes) on over 2,673 acres and building height maximum of 45 feet for residential uses and building height maximum of 65 feet for agricultural uses, per PUD Section G(the “Development Rights”). The Development Rights will be constructed in two (2), ten (10) year phases as follows:

Phase 1 (2028-2038): Up to 850 single family detached, 170 townhomes, and 457 age restricted single family detached.

Phase 2 (2038-2048): Up to 1,227 single family detached, 170 townhomes, and 458 age restricted single family detached.

As part of the PUD, RIC has agreed to delay issuance of the first certificate of occupancy to no earlier than January 2028 and limit the total number of residential units to be platted to no more than 500 prior to January 2030.

Amendments to the zoning classification and/or the proposed RIC Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or RIC Development change is made that in any way increases such transportation impacts as set forth herein, an updated traffic impact analysis is required and this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

5. **Total Proportionate Share Obligation.** The transportation proportionate share for the Development Rights is Fifty Six Million Seven Hundred Seventy Four Thousand Two Hundred Ninety Five and No/100 Dollars **(\$56,774,295)** as detailed in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Total RIC Proportionate Share**”). The Total RIC Proportionate Share shall be provided as follows:

a) RIC shall construct the Transportation Improvements, as described below and depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference. The estimated cost of construction of the Transportation Improvements is Sixty One Million Five Hundred Forty Three Thousand One Hundred Eighty Seven and No/100 Dollars **(\$61,543,187)** An engineering cost estimate for the Transportation Improvements is attached hereto as **Exhibit “D”** and incorporated herein by this reference (the “**Transportation Improvements Cost Estimate**”).

b) The “Transportation Improvements” are defined as follows:

Phase 1 Transportation Improvements:

Portion of CR-2209 from CR-208 to the northern boundary of the RIC Property. *Description - New construction of 1.07 miles of suburban 2 lane section of a future 4 lane road with paved shoulders outside and curb median, including improvements to the intersection of CR 2209 and CR 208; and*

Portion of CR-2209 from northern boundary of the RIC Property to the first entrance to the western parcel in the RIC Development (as specified in the PUD). *Description - New construction of 1.02 miles of suburban 4 lane section road with paved shoulders outside and curb median.*

Engineering and soft costs for portion of CR-2209 from the first entrance to the western parcel in the RIC Development (as specified in the PUD) to CR-214. *Description - Engineering and other soft costs (not actual construction) for new construction of suburban 4 lane with paved shoulders outside and curb median, including improvements to the intersection of CR 2209 and CR 214.*

Phase 2 Transportation Improvements:

Portion of CR-2209 from the first entrance to the western parcel in the RIC Development (as specified in the PUD) to CR-214. *New construction of 2.04 miles of suburban 4 lane section with paved shoulders outside and curb median, including improvements to the intersection of CR 2209 and CR 214.*

The Phase 1 Transportation Improvements as defined above shall include construction plan approval for Phase 1 and Phase 2 Transportation Improvements. The construction of Phase 1 Transportation Improvements shall: (i) be bonded prior to approval of the first plat in said phase or bonded with construction plans if the applicable portion of the right-of-way has been dedicated to the County and (ii) be completed prior to the first certificate of occupancy in that phase. The specified engineering and soft costs described herein shall be completed prior to first certificate of occupancy in Phase 1 of the RIC Development (as specified in the PUD).

The construction of Phase 2 Transportation Improvements as defined above (as specified in the PUD) shall: (i) commence prior to or in conjunction with the first construction plan approval for Phase 2 in the RIC Development (as specified in the PUD); (ii) be bonded prior to approval of the first plat in said phase or bonded with construction plans if the applicable portion of the right-of-way has been dedicated to the County and (iii) be completed prior to the first certificate of occupancy in said phase.

c) For purposes of this Section 5, “Commence” shall mean “roadway construction plan approval” and “Complete” shall mean “as-built approval and acceptance of the applicable improvement” and open for traffic.

6. **Road Impact Fee Credits.** RIC shall receive road impact fee credits, dollar for dollar, per the terms specified in this Agreement.

7. **County Obligations.**

a. By executing this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency for the RIC Development within the PUD as provided for in Article XI of the Code. This authority extends, however, only to the authority contemplated by Article XI of the Code. and neither expressly nor impliedly relieves any party to this Agreement of the obligation to secure any and all other state, federal and local permits necessary to authorize the RIC Development by this Agreement. The County shall issue a Final Certificate of Concurrency, which Final Certificate of Concurrency may precede the approval of this Agreement and be conditioned upon the approval of this Agreement and compliance with the conditions set forth in this Agreement.

b. The County recognizes that RIC's construction of the Transportation Improvements as significantly benefiting the impacted transportation system.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3180 and 163.3220-163.3243, Florida Statutes, and is effective from the date of full execution of this Agreement through the completion of all obligations set forth in Section 5 hereof, or for a period not to exceed 30 years from the effective date of this Agreement, whichever first occurs. The Final Certificate of Concurrency shall not expire prior to the expiration of this Agreement. Any Road Impact Fee Credits awarded pursuant to this Agreement shall survive the expiration hereof.

9. **Amendment, Extension of Agreement.** The duration of this Agreement may be extended by the County. If the County modifies the Code with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if a change in circumstances warrants, the County may, in its sole discretion, pursue such other method of mitigation so long as the rights granted to RIC in this Agreement are not adversely impacted and remain unchanged, the construction obligations of RIC do not increase and RIC shall retain all transportation mitigation credits in whatever form is equivalent to the County's current impact fee credit system (e.g. mobility fee credits).

If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the County pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

RIC, on behalf of itself and its successors and assigns, hereby agrees that it shall not be permitted to extend the timeframes for constructing the roadway improvements required by this Agreement pursuant to Section 252.363, Florida Statutes; provided, however, that if there is an

actual emergency that delays RIC's ability to perform the roadway construction required hereunder, RIC shall have the Force Majeure rights set forth in this Agreement.

10. **Necessity to Obtain Permits.** RIC acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the RIC Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the RIC Property shall not relieve RIC or any successors or assigns of the necessity of complying with federal, state and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2024).** The County hereby acknowledges and agrees that (i) the RIC Development is consistent with Florida Statutes and with the County's Comprehensive Plan and Land Development Code, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Impact Fees.** Pursuant to Ordinance No. 87-57, as amended, 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, to pay a Road Impact Fee so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

a. **Amount.** RIC has requested and the County has agreed to provide RIC, its successors and assigns, with certain road impact fee credits in the amount of Sixty One Million Five Hundred Forty Three Thousand One Hundred Eighty Seven and No/100 Dollars (**\$61,543,187**) (subject to the adjustments set forth herein) which is equal to the Transportation Improvements Cost Estimate as set forth in **Exhibit "D"** attached hereto and incorporated herein by this reference (the Total Impact Fee Credits). The Total Impact Fee Credits complies with Section 163.3180(5), Florida Statutes, and LDC Section 11.09.06.F (which require up to a twenty (20) percent reduction) as RIC is not receiving road impact fee credits for the donation of right-of-way for the Land Donation, which represents more than a twenty (20) percent reduction in the amount of road impact fee credits.

The applicable portion of the Total Impact Fee Credits based upon the values in Exhibit D (subject to the adjustments set forth herein) shall be awarded to RIC, its successors and assigns, immediately upon RIC bonding for the construction of Phase 1 Transportation Improvements.

The applicable portion of the Total Impact Fee Credits based upon the values in Exhibit D (subject to the adjustments set forth herein) shall be awarded to RIC, its successors and assigns, immediately upon RIC bonding for the construction of Phase 2 Transportation Improvements.

In the event the cost of the Transportation Improvements is higher than estimated in the Transportation Improvement Cost Estimate, RIC, its successors and assigns, shall be entitled to seek additional road impact fee credits pursuant to applicable provisions of the St. Johns County Land Development Code, which additional credits shall be requested in the form of an amendment to this Agreement and the additional costs shall be documented as an exhibit to such amendment.

Site access improvements that may be required at internal access intersections along CR 2209, including, but not limited to, signalization, are not eligible for additional impact fee credit.

In the event the actual cost of designing, permitting and constructing the Transportation Improvements is less than the Total RIC Proportionate Share, the Applicant shall pay to the County the difference between the actual cost incurred in constructing the road segment and the Total RIC Proportionate Share, which sum shall be paid to the County within ninety (90) days following the County's approval of "as-built" plans for the Transportation Improvements, which funds may be used by the County for roadway improvements within the project impact area, at its discretion.

b. Method of Issuance. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within the RIC Property shall pay the amount due under the Road Impact Fee Ordinance directly to RIC, its successors and assigns, to the extent there remain unused road impact fee credits available within the RIC credit account. RIC, its successors and assigns, shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to RIC, its successors and assigns. Then, for so long as the total Road Impact Fee Credits for which RIC has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, RIC, its successors and assigns, shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by RIC, its successors and assigns, shall contain a statement setting forth the amount of Road Impact Fees paid. An example of said voucher is attached hereto as Exhibit "E" and incorporated herein by this reference. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayers and deduct the amount of such voucher from the RIC Road Impact Fee Credit account. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Road Impact Fees, or if levied, to levy them for a certain amount. In the event that the County institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucherless system, RIC, its successors and assigns, may use said alternate system.

c. Sale of Development. In the event RIC may determine to sell all or part of the RIC Property, RIC may sell, transfer, assign or convey all or part of its allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the RIC Property for such consideration as RIC determines. In such event, RIC shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof, to a Fee Payer. RIC acknowledges that only one Road Impact Fee Credit account may exist at any given time for the RIC Property. Further, RIC may assign some or all of its Road Impact Fee Credits to a community development district created for the RIC Property by written instrument.

d. Limitations on Amount/Assignability/Use. In no event shall Applicant sell, transfer, assign or convey all or part of the Road Impact Credits for use outside the Property, without the approval of the County, which approval shall not be unreasonably withheld. Further, Applicant acknowledges the total amount of such Road Impact Fee Credits may be further limited by Section 13 of Ordinance No. 87-57, as amended, and in effect at the time this Agreement becomes effective and Applicant covenants and agrees that it will not challenge by an judicial proceeding the interpretation of the County Attorney's Office that the Road Impact Fee Credits

identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Concurrency Development, as long as such interpretation is in conformance with Florida law. Road Impact Fee Credits can be applied to extend the Final Certificate of Concurrency.

e. **Community Development District.** RIC has indicated that it may form one or more community development districts (or other similar legislatively authorized entity) within the RIC Property pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a community development district by RIC. Any community development district for the RIC Property approved pursuant to Chapter 190, Florida Statutes, may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements set forth in this Agreement. Construction or funding by any such community development district of transportation improvements within or without the boundaries of the RIC Property required by this Agreement is expressly approved. If RIC is required by this Agreement to provide, pay for or otherwise cause to be provided, roadway improvements set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections 190.012(1) and (2), Florida Statutes, then the community development district independently may satisfy such obligations. To the extent any such obligation under this Agreement is met or performed by the community development district, then RIC shall no longer be subject to the obligation. RIC proposes and the County agrees that, in the event that any contributions of land, money (including proportionate fair share payments), or improvements funded or constructed with funds from a community development district give rise to impact fee credits to the community development district, then such impact fee credits may be transferred to the name of the community development district.

13. **Remedies.** If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, RIC's obligations are expressly subject to RIC commencing development of the RIC Property and said development requiring mitigation for concurrency pursuant to applicable Florida law. The parties acknowledge that silviculture operations and improvements related to silviculture operations, such as land management activities, drainage improvement projects and similar improvements do not constitute "development" or "Development Rights" which require RIC or its assigns to undertake any of the obligations herein. In addition to other remedies, the County may halt approval of additional plats or construction plans within the RIC Property until and unless RIC complies with the terms and conditions of Section 5 hereof. The County may not withhold building permit approvals on platted lots owned by third parties as a result of failure of RIC to comply with its obligations herein.

14. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When RIC is used in this Agreement, it includes RIC, the current owner of the RIC Property, and any successors and assigns owning any rights to the RIC Property, which successors and assigns will jointly and severally assume all the RIC obligations set out in the Agreement unless the obligations have been fully discharged or RIC has assigned such obligations to one or

more successors in interest in title to the RIC Property, in which case RIC shall be released from such obligations. Payments or credits due to RIC by County pursuant to the terms of this Agreement will be disbursed or assigned to RIC, its successors and assigns in ownership of the RIC Property.

15. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the County and RIC under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2024). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the RIC Development contemplated by this Agreement shall not relieve RIC or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the RIC Property.

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

17. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

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

19. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

20. **Effective Date and Recordation.** This Agreement shall become effective upon recording in the Public Records of St. Johns County (the “**Effective Date**”).

21. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

22. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement.

Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

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

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

For RIC: Robinson Improvement Company
1579 Monroe Drive NE, Suite F-304
Atlanta, GA 30324
Attn: Trav Carter
Email: Trav@travcarter.com

With copy to: Zach Miller, Esq.
3203 Old Barn Court
Ponte Vedra Beach, Florida 32082
Email: zwmillerlaw@gmail.com

24. **Miscellaneous Provisions:**

a. This Agreement and any Exhibits made a part of this Agreement 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.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns), and no other persons shall have any right of action under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If RIC has met all of its obligations under this Agreement, then the rights granted to RIC under this Agreement shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

e. Nothing in this Agreement shall act to allow RIC to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to a community development district but if a community development district makes such payments on behalf of a party, then it shall be entitled to the Road Impact Fee Credits.

f. If the performance by either party or of any of its construction development obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition beyond the reasonable control of such party (“**Force Majeure**”), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days; provided such delay shall not exceed one hundred eighty (180) days. Financial matters and payments, and performance of obligations of the parties not related to performing development work or making payments for the RIC Property pursuant to this Agreement shall not be the subject of Force Majeure.

[Signatures on Following Pages]

Revised October 28, 2024

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name _____

ATTEST:

BRANDON J. PATTY
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

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 _____, 2024, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*) is personally known to me, or has produced a valid driver's license as identification

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____
Commission Number: _____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this _____ day of _____, 2024:

By: _____
Sarah Arnold, Chair

Attested:

Clerk to the Board
_____, Clerk

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

Witnesses:

ROBINSON IMPROVEMENT COMPANY, a Florida corporation

By:

Name: _____

Name:

Its: _____

Date:

Name:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024, by _____, as _____ of **Robinson Improvement Company**, a Florida corporation. He/she (*check one*) is personally known to me, or has produced a valid driver's license as identification

Exhibit A

Robinson Improvement Company Legal Description

PUD Rezoning

All of Section 13, Township 7 South, Range 28 East, except that part in Official Records Book 193 Page 283 of the Public Records of St. Johns County, Florida;

And

East ½ of Section 23, Township 7 South, Range 28 East;

And

All of Section 24, Township 7 South, Range 28 East;

And

All of Section 25, Township 7 South, Range 28 East, lying north of CR 214 as recorded in Deed Book 246 Page 185 of the Public Records of St. Johns County;

And

East ½ of Section 26 and South ½ of Southwest ¼ of Section 26, Township 7 South, Range 28 East;

And

All of Section 35, Township 7 South, Range 28 East, lying north of CR 214 as recorded in Deed Book 246 Page 185 of the Public Records of St. Johns County;

And

All of Section 36, Township 7 South, Range 28 East, lying north of CR 214 as recorded in Deed Book 246 Page 185 of the Public Records of St. Johns County

- Approved Future Land Use Map Amendments – St. Johns County Ordinance 2019-007.

EXHIBIT "B"

Table 9
Robinson Tract
Buildout (2045) - Proportionate Fair Share Calculations

Link ID	Roadway	Termini	Number of Lanes	Length (mi)	Total Committed P.M. Peak Hour Volume (Vph)	MSV	Available Capacity	Project Traffic	Net Project Trips	Improvement Description	Improved MSV	Increase in MSV	2024 Cost/Mile				2024 Construction Cost	Number of Signals	Signal Cost	Intersection Improvements	Right of Way		46% Eng	2024 Total Cost	% Share	Proportionate 2024					
													Roadway	Sidewalks	Multi-use Path	Total					%	\$									
Existing Roadways																															
67.2	Holmes Blvd.	CR 214 to Four Mile Rd.	2	1.61	2,246	1,440	0	43	43	Widen 2 Lane Urban Arterial to 4 Lane Divided with 22' Median, 4' Bike Lanes	3,220	1,780	\$ 9,817,228.43	\$ 601,458.46		\$ 10,418,686.89	\$ 16,774,086	1	\$ 1,000,000	\$ -	19%	\$ 3,187,076	\$ 9,642,135	\$ 30,603,297	3.0%	\$ 913,848					
92.2	SR 16	West Mall Entrance to I-95	4	0.82	4,161	3,290	0	547	547	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80	\$ 300,729.23		\$ 9,000,663.03	\$ 7,380,544	3	\$ 3,000,000	\$ -	19%	\$ 1,402,303	\$ 5,420,110	\$ 17,202,957	34.6%	\$ 5,955,707					
93.1	SR 16	SR 9 (I-95) to Inman Rd.	4	0.34	6,299	3,290	0	283	283	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80	\$ 300,729.23		\$ 9,000,663.03	\$ 3,060,225	3	\$ 3,000,000	\$ 500,000	19%	\$ 581,443	\$ 3,285,167	\$ 10,426,835	16.6%	\$ 1,735,606					
93.2	SR 16	Inman Rd. to Four Mile Rd.	4	2.00	6,143	3,290	0	166	166	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80			\$ 8,699,933.80	\$ 17,399,868	1	\$ 1,000,000	\$ 250,000	19%	\$ 3,305,975	\$ 10,099,688	\$ 32,055,531	10.5%	\$ 3,367,860					
94.0	SR 16	Four Mile Rd. to Woodlawn Rd.	4	0.77	3,882	3,290	0	81	81	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80			\$ 8,699,933.80	\$ 6,698,949	1	\$ 1,000,000		19%	\$ 1,272,800	\$ 4,127,005	\$ 13,096,754	5.1%	\$ 671,518					
108.0	SR 207	SR 9 (I-95) to Wildwood Dr.	4	1.77	4,754	4,350	0	273	273	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	6,490	2,140	\$ 8,699,933.80			\$ 8,699,933.80	\$ 15,398,883	2	\$ 2,000,000	\$ 1,500,000	19%	\$ 2,925,768	\$ 10,039,349	\$ 31,864,020	12.8%	\$ 4,064,896					
108.0	SR 207	Wildwood Dr. to Holmes Blvd.	4	1.63	4,853	3,360	0	225	225	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,510	\$ 8,699,933.80			\$ 8,699,933.80	\$ 14,180,892	2	\$ 2,000,000	\$ 1,500,000	19%	\$ 2,694,369	\$ 9,372,620	\$ 29,747,881	14.9%	\$ 4,432,631					
129.0	SR 9 (I-95)	SR 206 to SR 207	6	5.74	8,994	8,490	0	176	176	Widen Rural 6 Lane Interstate to 8 Lanes (in Median); Mill and Resurface Existing; 10' Paved Shoulders Inside and Out	11,220	2,730	\$ 7,831,556.14			\$ 7,831,556.14	\$ 44,953,132	0	\$ -	\$ -	10%	\$ 4,495,313	\$ 22,746,285	\$ 72,194,730	6.4%	\$ 4,654,312					
131.0	SR 9 (I-95)	SR 16 to International Golf Pkwy.	6	5.65	12,358	10,200	0	285	285	Widen Rural 6 Lane Interstate to 8 Lanes (in Median); Mill and Resurface Existing; 10' Paved Shoulders Inside and Out	13,530	3,330	\$ 7,831,556.14			\$ 7,831,556.14	\$ 44,248,292	0	\$ -	\$ -	10%	\$ 4,424,829	\$ 22,389,636	\$ 71,062,757	8.0%	\$ 5,655,144					
Proposed Roadways																															
N/A	CR 2209	CR-208 to Property Boundary	2	1.07	1,033	0	0	1,033	1,033	New Construction Suburban 2 Lanes of a future 4 Lane with Paved Shoulders Outside and Curb Median	1,610	1,610	\$ 6,880,021.85	\$ 300,729.23	\$ 563,815.00	\$ 7,744,566.08	\$ 8,286,686	1	\$ 1,000,000	\$ 2,500,000	0%	\$ -	\$ 5,421,876	\$ 17,208,562	64.2%	\$ 11,041,270					
N/A	CR 2209	Property Boundary to Phase 1 Boundary	4	1.02	1,033	0	0	1,033	1,033	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	3,360	3,360	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 8,956,394	0	\$ -	\$ -	0%	\$ -	\$ 4,119,481	\$ 13,074,875	30.7%	\$ 4,019,746					
N/A	CR 2209	Phase 1 Boundary to CR-214	4	2.04	1,103	0	0	1,103	1,103	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	3,360	3,360	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 17,910,788	1	\$ 1,000,000	\$ 2,500,000	0%	\$ -	\$ 9,848,962	\$ 31,259,750	32.8%	\$ 10,261,757					
Segment Total																															
																										\$ 369,799,949					\$56,774,295

Notes/References/Justification:

FDOT lane mile costs, downloaded 08/07/2024
 MSV for CR2209 between CR-214 and CR-208 is based on a Class 1 facility in a transitioning area with adjustments for left and right turn lanes.
 Assumes SR 16 will be widened and require a closed drainage system
 Signal Reconstruction - \$1,000,000
 Calculation assumes a 10% right-of-way (ROW) for interstates and 19% for all other roadways.
 Maximum Service Volumes for Link 67.2 were taken from the 2020 Quality and Level Of Service Handbook, for LOS "D" on Class 1 local road

Total Proportionate Share \$ 56,774,295

Calculation for constructing 2-lanes of a future 4-lane suburban roadway
 \$7,915,253.85 Cost of 4-lane Suburban roadway
 Two Travel Lanes = 126,720 SF / Mile (24' x 5280' = 126,720 SF)

Stabilization (SY)	14,080	\$ 8.40 =	\$ 118,272.00
Optional Base Group 09 (SY)	14,080	\$ 28.00 =	\$ 394,240.00
SuperPave Traffic C (TONS)	1,936	\$ 150.00 =	\$ 290,400.00
Asphalt Friction Course (TONS)	1,162	\$ 200.00 =	\$ 232,320.00
			\$ 1,035,232.00 Cost reduction of 2-lanes of a future 4-lane
			\$ 6,880,021.85 Cost of 2-lanes of future 4-lane

EXHIBIT " B "

Table 11
Robinson Tract
Phase 1 (2035) - Buildout Proportionate Fair Share Calculations

Link ID	Roadway	Termini	Number of Lanes	Length (mi)	Total Committed P.M. Peak Hour Volume (vph)	MSV	Available Capacity	Project Traffic	Net Project Trips	Improvement Description	Improved MSV	Increase in MSV	2024 Cost/Mile			2024 Construction Cost	Number of Signals	Signal Cost	Intersection Improvements	Right of Way		46% Eng	2024 Improvement Cost	% Share	Proportionate 2024	
													Roadway	Sidewalks	Multi-use Path					Total	%					\$
Existing Roadways																										
62.2	Four Mile Rd.	Holmes Blvd. to SR 16	2	0.85	2,052	1,150	0	17	17	Widen 2 Lane Urban Arterial to 4 Lane Divided with 22' Median, 4' Bike Lanes	2,580	1,430	\$ 9,817,228.43	\$ 601,458.46	\$ 10,418,686.89	\$ 8,855,884	1	\$ 1,000,000	\$ -	19%	\$ 1,662,618	\$ 5,307,711	\$ 16,846,213	1.5%	\$ 249,031	
92.2	SR 16	West Mail Entrance to I495	4	0.82	4,161	3,290	0	368	368	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80	\$ 300,729.23	\$ 9,000,663.03	\$ 7,380,544	3	\$ 3,000,000	\$ -	19%	\$ 1,402,303	\$ 5,420,110	\$ 17,202,957	23.3%	\$ 4,006,765	
93.1	SR 16	SR 9 (I495) to Inman Rd.	4	0.34	6,299	3,290	0	233	233	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80		\$ 8,699,933.80	\$ 2,957,977	3	\$ 3,000,000	\$ 250,000	19%	\$ 662,016	\$ 3,114,197	\$ 9,884,190	14.7%	\$ 1,457,605	
93.2	SR 16	Inman Rd. to Four Mile Rd.	4	2.00	6,143	3,290	0	178	178	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80		\$ 8,699,933.80	\$ 17,399,668	1	\$ 1,000,000	\$ -	19%	\$ 3,305,975	\$ 9,984,688	\$ 31,690,531	11.3%	\$ 3,570,199	
94.0	SR 16	Four Mile Rd. to Woodlawn Rd.	4	0.77	3,882	3,290	0	151	151	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,580	\$ 8,699,933.80		\$ 8,699,933.80	\$ 6,698,949	1	\$ 1,000,000	\$ -	19%	\$ 1,272,800	\$ 4,127,005	\$ 13,098,754	9.6%	\$ 1,251,843	
108.0	SR 207	SR 9 (I495) to Wildwood Dr.	4	1.77	4,754	4,350	0	107	107	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	6,490	2,140	\$ 8,699,933.80		\$ 8,699,933.80	\$ 15,398,983	2	\$ 2,000,000	\$ -	19%	\$ 2,925,788	\$ 9,349,349	\$ 29,674,020	5.0%	\$ 1,483,701	
109.0	SR 207	Wildwood Dr. to Holmes Blvd.	4	1.63	4,853	3,360	0	90	90	Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	4,870	1,510	\$ 8,699,933.80		\$ 8,699,933.80	\$ 14,180,892	2	\$ 2,000,000	\$ -	19%	\$ 2,694,369	\$ 8,662,620	\$ 27,557,881	6.0%	\$ 1,642,523	
129.0	SR 9 (I495)	SR 206 to SR 207	6	5.74	6,994	8,490	0	105	105	Widen Rural 6 Lane Interstate to 8 Lanes (in Median), MI and Resurface Existing; 10' Paved Shoulders Inside and Out	11,220	2,730	\$ 7,831,556.14		\$ 44,953,132	\$ -	0	\$ -		10%	\$ 4,495,313	\$ 22,746,285	\$ 72,194,730	3.8%	\$ 2,776,720	
130.0	SR 9 (I495)	SR 207 to SR 16	6	6.68	11,358	8,490	0	212	212	Widen Rural 6 Lane Interstate to 8 Lanes (in Median), MI and Resurface Existing; 10' Paved Shoulders Inside and Out	11,220	2,730	\$ 7,831,556.14		\$ 7,831,556.14	\$ 52,314,795	0	\$ -	\$ -	10%	\$ 5,231,480	\$ 26,471,287	\$ 84,017,562	7.8%	\$ 6,524,441	
Proposed Roadways																										
N/A	CR 2209	CR-208 to Property Boundary	2	1.07	1,033	0	0	982	982	New Construction Suburban 2 Lanes of a future 4 Lane with Paved Shoulders Outside and Curb Median	1,610	1,610	\$ 6,880,021.85	\$ 300,729.23	\$ 563,815.00	\$ 7,744,566.08	\$ 8,286,696	1	\$ 1,000,000	\$ 2,500,000	0%	\$ -	\$ 5,421,876	\$ 17,208,562	61.0%	\$ 10,496,154
N/A	CR 2209	Property Boundary to Phase 1 Boundary	4	1.02	1,033	0	0	982	982	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	3,360	3,360	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 8,955,394	0	\$ -	\$ -	0%	\$ -	\$ 4,119,481	\$ 13,074,875	29.2%	\$ 3,821,288
N/A	CR 2209	Phase 1 Boundary to CR-214	4	2.04	1,103	0	0	0	0	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	3,360	3,360	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 17,910,788	1	\$ 1,000,000	\$ 2,500,000	0%	\$ -	\$ 9,848,962	\$ -	0.0%	\$ -
Total																										\$37,280,270

Notes/References/Justification:

FDOT lane mile costs, downloaded 08/07/2024

Assumes SR 16 will be widened and require a closed drainage system

Signal Reconstruction - \$1,000,000

Calculation assumes a 10% right-of-way (ROW) for interstates and 19% for all other roadways.

MSV for CR2209 between CR-214 and CR-208 is based on a Class 1 facility in a transitioning area with adjustments for left and right turn lanes.

Calculation for constructing 2-lanes of a future 4-lane suburban roadway

Two Travel Lanes = \$ 126,720 SF / Mile (24' x 5280' = 126,720 SF) Cost of 4-lane Suburban roadway \$ 7,915,253.85

Stabilization (SY) 14,080 \$ 8.40 = \$ 118,272.00
 Optional Base Group 09 (SY) 14,080 \$ 28.00 = \$ 394,240.00
 SuperPave Traffic C (TONS) 1,936 \$ 150.00 = \$ 290,400.00
 Asphalt Friction Course (TONS) 1,162 \$ 200.00 = \$ 232,320.00
 \$ 1,035,232.00

Cost reduction of 2-lanes of a future 4-lane \$ 6,880,021.85 Cost of 2-lanes of future 4-lane

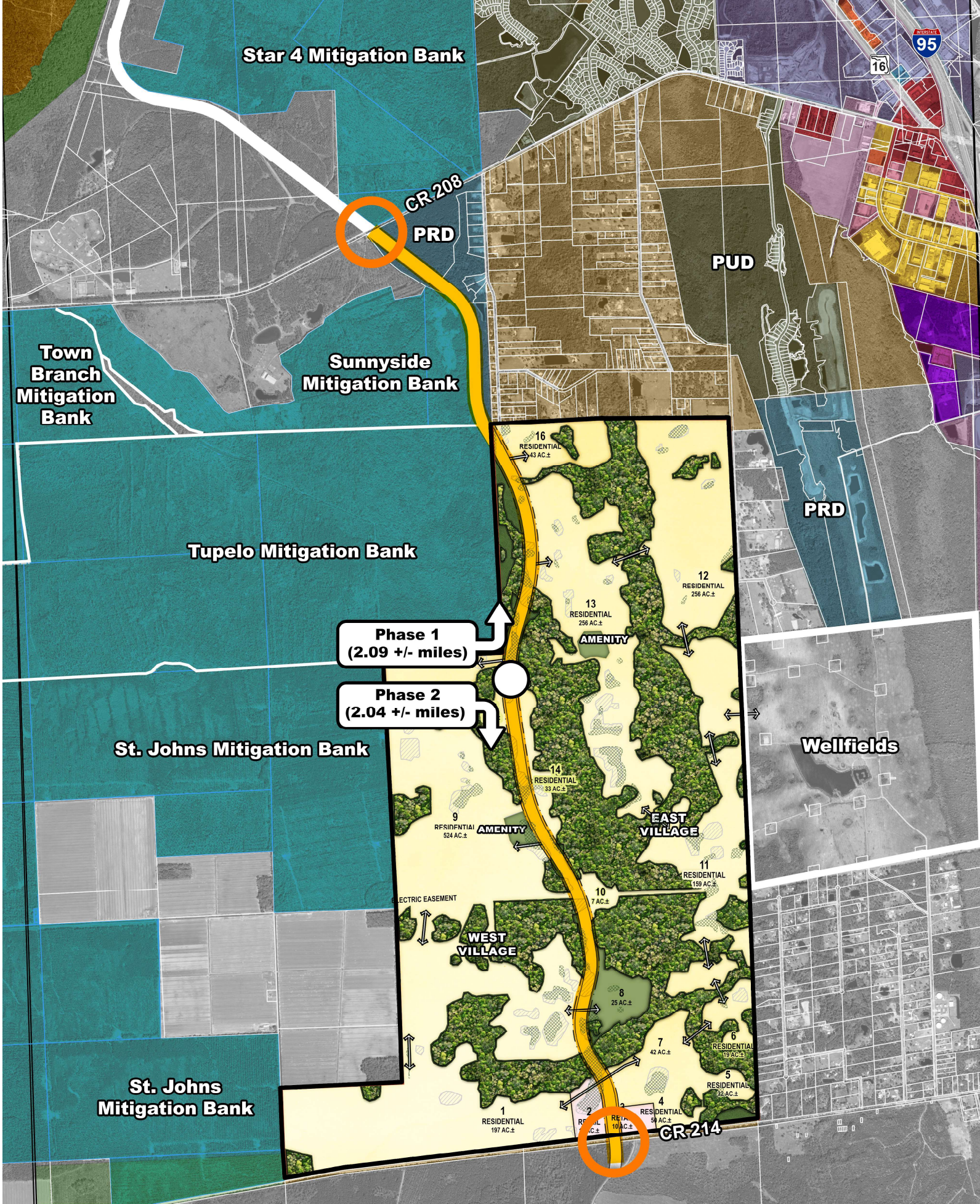
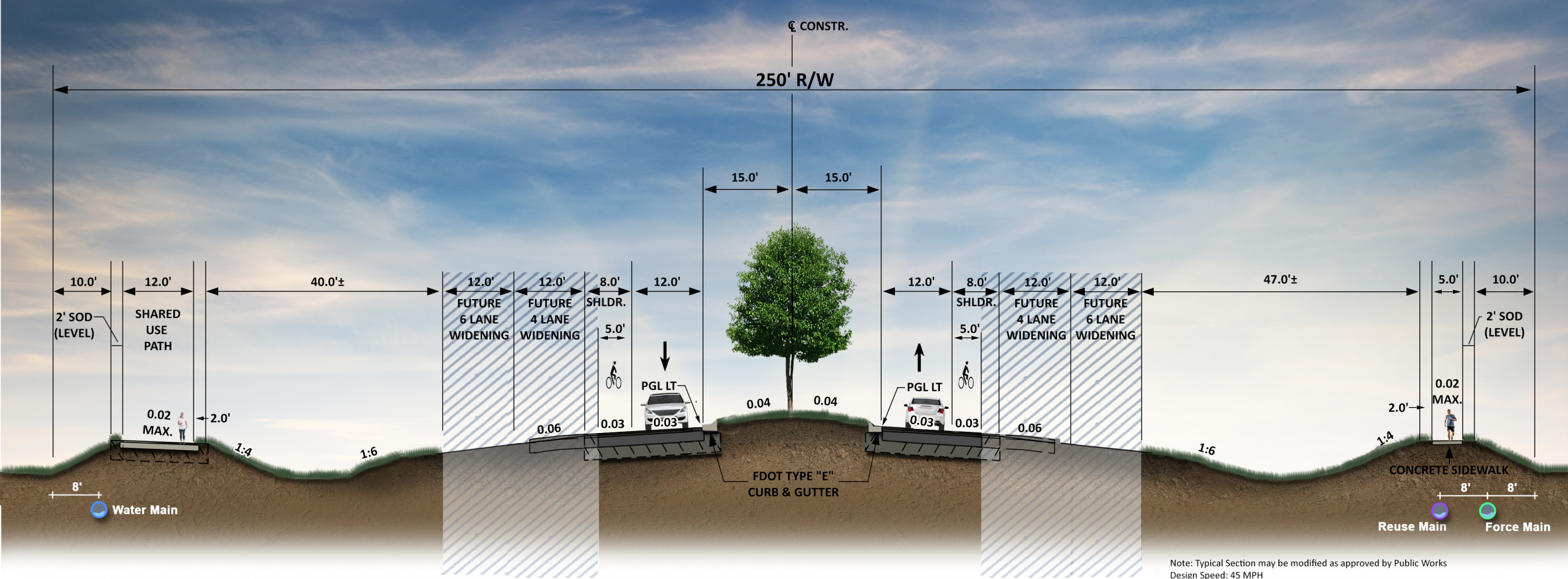


EXHIBIT "C" TRANSPORTATION IMPROVEMENTS

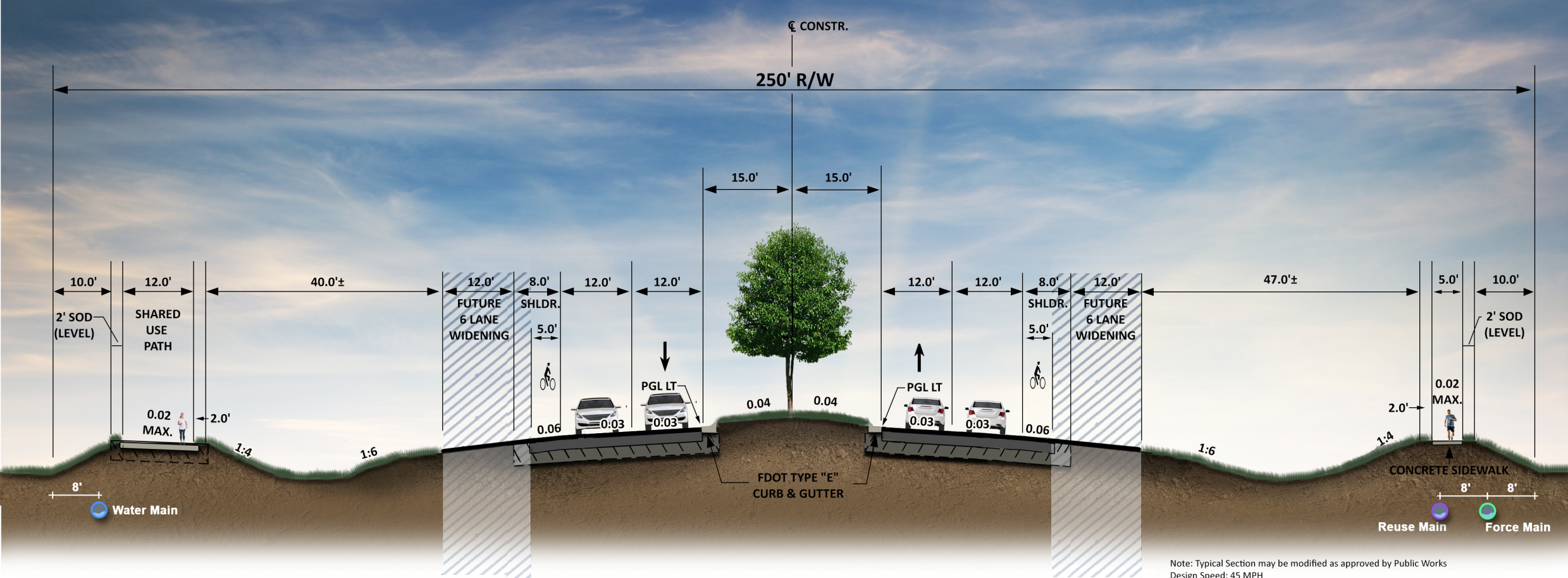


Note: Typical Section may be modified as approved by Public Works
 Design Speed: 45 MPH

This rendering is conceptual and is subject to review, change and approval by several governmental agencies to meet environmental, technical and other standards. This graphic is for illustrative purposes and was completed based on limited information, therefore subject to change.

EXHIBIT "C"

CR2209 2 Lane Cross Section from CR208 to RIC PUD Boundary



Note: Typical Section may be modified as approved by Public Works
Design Speed: 45 MPH

This rendering is conceptual and is subject to review, change and approval by several governmental agencies to meet environmental, technical and other standards. This graphic is for illustrative purposes and was completed based on limited information, therefore subject to change.

EXHIBIT "C"

CR2209 4 Lane Cross Section within RIC PUD Project

EXHIBIT "D"

Table 10
Robinson Tract
Buildout (2045) - Proposed Mitigation

Roadway	Termini	Number of Lanes	Length (mi)	Improvement Description	2024 Cost/Mile				2024 Construction Cost	Number of Signals	Signal Cost	Intersection Improvements	R/W Cost	46% Eng	Buildout Total Cost	Buildout Mitigation Value
					Roadway	Sidewalks	Multi-use Path	Total								
CR 2209	CR-208 to Property Boundary	2 of 4	1.07	New Construction Suburban 2 Lanes of a future 4 Lane with Paved Shoulders Outside and Curb Median	\$ 6,880,021.85	\$ 300,729.23	\$ 563,815.00	\$ 7,744,566.08	\$ 8,286,686	1	\$ 1,000,000	\$ 2,500,000	\$ -	\$ 5,421,876	\$ 17,208,562	\$ 17,208,562
CR-2209	Property Boundary to Phase 1 Boundary	4	1.02	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 8,955,394	0	\$ -	\$ -	\$ -	\$ 4,119,481	\$ 13,074,875	\$ 13,074,875
CR-2209	Phase 1 Boundary to CR-214	4	2.04	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 17,910,788	1	\$ 1,000,000	\$ 2,500,000	\$ -	\$ 9,848,962	\$ 31,259,750	\$ 31,259,750
Total Mitigation Value															\$61,543,187	

Notes/References/Justification:

FDOT lane Mile costs, downloaded 08/07/2024
 No impact fee credit is being requested for the value of the ROW.
 FDOT 2-lanes of future 4-lane suburban = \$6,880,021.85 / mile

EXHIBIT "D"

Table 12
Robinson Tract
Phase 1 (2035) - Proposed Mitigation

Roadway	Termini	Number of Lanes	Length (mi)	Improvement Description	2024 Cost/Mile				2024 Construction Cost	Number of Signals	Signal Cost	Intersection Improvements	R/W Cost	46% Eng	Phase 1 Total Cost	Phase 1 Mitigation Value
					Roadway	Sidewalks	Multi-use Path	Total								
CR 2209	CR-208 to Property Boundary	2 of 4	1.07	New Construction Suburban 2 Lanes of a future 4 Lane with Paved Shoulders Outside and Curb Median	\$ 6,880,021.85	\$ 300,729.23	\$ 563,815.00	\$ 7,744,566.08	\$ 8,286,686	1	\$ 1,000,000	\$ 2,500,000	\$ -	\$ 5,421,876	\$ 17,208,562	\$ 17,208,562
CR-2209	Property Boundary to Phase 1 Boundary	4	1.02	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 8,955,394	0	\$ -		\$ -	\$ 4,119,481	\$ 13,074,875	\$ 13,074,875
CR-2209 ¹	Phase 1 Boundary to CR-214	4	2.04	New Construction Suburban 4 Lane with Paved Shoulders Outside and Curb Median	\$ 7,915,253.85	\$ 300,729.23	\$ 563,815.00	\$ 8,779,798.08	\$ 17,910,788	1	\$ 1,000,000	\$ 2,500,000	\$ -	\$ 9,848,962	\$ 31,259,750	\$ 9,848,962
Total Mitigation Value															\$40,132,399	

Notes/References/Justification:

FDOT lane Mile costs, downloaded 08/07/2024

No impact fee credit is being requested for the value of the ROW.

FDOT 2-lanes of future 4-lane suburban = \$6,880,021.85 / mile

1

Mitigation Value for this segment is based on the Design and Permitting costs only

EXHIBIT "E"

Form of Impact Fee Credit Voucher

Voucher # _____

St. Johns County Impact Fee Voucher

RIC

1. Name and address of Developer/Grantor: Robinson Improvement Company
1579 Monroe Drive NE, Suite F-304
Atlanta, GA 30324

Name and address of Grantee:

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

4. Subdivision or Master Development Plan name: RIC

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 No. 87-57 in the amount of \$ _____

ROBINSON IMPROVEMENT COMPANY,

a Florida corporation

By: _____

Print: _____

Its: _____

END OF DOCUMENT TO BE RECORDED

ATTACHMENT 2

APPROVED

ROBINSON IMPROVEMENT COMPANY
AGREEMENT FOR DONATION OF RIGHT-OF-
WAY AND STORMWATER SITES

CR 2209

(January 17, 2019)

Prepared by:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32246

Res 2019-30

**AGREEMENT FOR DONATION OF
RIGHT-OF-WAY AND STORMWATER SITES**

THIS AGREEMENT FOR DONATION OF RIGHT-OF-WAY AND STORMWATER SITES ("Agreement"), made this 17th day of January, 2019, by and between **ROBINSON IMPROVEMENT COMPANY**, a Florida Corporation (hereinafter referred to as the "Owner") whose address is 4417 Beach Boulevard, Suite 200, Jacksonville, FL 32207, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, the purpose of this Agreement is to memorialize the Agreement of Owner to donate (and, as provided for below, to require West Saint Augustine Land and Timber LLC ("West") to donate) to County a minimum 250 foot wide right-of-way corridor of approximately 7.4 miles, along with corresponding and necessary adjacent Stormwater Sites, for a proposed County Road 2209 from County Road 208 to County Road 305 in Central St. Johns County; and

WHEREAS, the Owner owns a portion of that certain property located in St. Johns County being more particularly described and depicted on attached Exhibit "A", incorporated by reference and made a part hereof and West own the remainder of said property, (said proposed right of way area described and depicted on Exhibit "A" being hereinafter collectively referred to as the "Right-of-Way Alignment"); and

WHEREAS, County Road 2209 is proposed to be a new north/south roadway (ultimately a six lane facility) providing necessary mobility and connections, connecting Race Track Road to County Road 204. A portion of this corridor has been constructed from Race Track Road to County Road 210 which has a connection to State Road 9B. Subsequent portions of County Road 2209 south of County Road 210 will have an interchange connection to the First Coast Expressway. In addition, County Road 2209 will also provide a reliever to the already congested I-95 as a parallel corridor; and

WHEREAS, Owner has offered to donate that portion of the Right-of-Way Alignment, along with the corresponding and necessary adjacent Stormwater Sites which is owned by Owner, to the County free of charge without expectation of consideration or credits, and free and clear of all encumbrances, except (i) that certain lease Agreement between Owner and Hudson Pulp and Paper dated February 19, 1971, as last assigned to Weyerhaeuser Corporation, which lease expires in February 19, 2026 (“hereinafter “Lease”), attached to this Agreement as Exhibit “B”, and (ii) such other matters as encumber the Right-of-Way Alignment as of the date hereof, which encumbrances do not include any monetary liens; and

WHEREAS, Owner has also agreed to direct West to donate that portion of the Right-of-Way Alignment along with the corresponding and necessary adjacent Stormwater Sites which are owned by West to the County free of charge without expectation of consideration or credits, and free and clear of all encumbrances other than the Lease pursuant to Owner’s right to so direct such dedication as provided for under Section 8 of that certain unrecorded agreement dated as of July 25, 2018 (the “West Donation Agreement”), as evidenced by that certain Memorandum of Agreement to Dedicate Road recorded as Instrument #2018091258, at Book 4658, Page 477 St. Johns County, Florida records; and

WHEREAS, the parties acknowledge that the Lease will expire on said February 19, 2026 and will not be renewed by Owner; and

WHEREAS, The Parties acknowledge that the conveyance of the Right-of-Way Alignment as generally shown and depicted on Exhibit “A” and the conveyance of the corresponding and necessary Stormwater Sites reasonably constitutes a donation for public use and allows the County to construct County Road 2209; and

WHEREAS, final alignment of the Right-of-Way Alignment and associated Stormwater Sites may need to be modified by mutual agreement of Parties to avoid to the greatest extent possible wetland impacts and avoid an inadequate Right-of-Way Alignment for the purposes of construction of County Road 2209; and

WHEREAS, this Agreement is contingent upon the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson; and

WHEREAS, it is in the public interest for the County to accept the donation of the Property.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Owner and the County agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated into this Agreement.

2. Legally Binding Commitment; Waiver of Impact Fee Credits. This Agreement constitutes a legally binding commitment by Owner to (i) provide and donate that portion of the Right-of-Way Alignment and Stormwater Sites owned by Owner free of

charge with no liens or encumbrances, except (a) the Lease, as defined above, and (b) such other matters as encumber the Right-of-Way Alignment as of the date hereof, which encumbrances do not include any monetary liens, and without expectation of consideration, impact fee credits, or payment for transportation mitigation improvements, and (ii) direct West to donate that portion of the Right-of-Way Alignment and Storm Water Sites owned by West free of charge with no liens or encumbrances except the Lease and such other matters of title as encumbered such property at the time of West's acquisition thereof, and without expectation of consideration, impact fee credits or payment for transportation mitigation improvements. Owner waives any impact fee credits or any other credit towards transportation mitigation associated with the conveyance of the Right-of-Way Alignment and Stormwater sites.

3. Appropriation to Public Use. This Agreement constitutes a donation for public use and does not constitute a taking for public use under the right of eminent domain.

4. Right-of-Way Alignment. The Parties acknowledge that the Property depicted on Exhibit "A" depicts the 250 foot wide Right-of-Way corridor for County Road 2209 and is subject to reasonable reconfiguration or relocation per Section 5 contained herein.

5. Drainage and Detention. The Parties acknowledge that the Property depicted on Exhibit "A" depicts the 250 foot wide Right-of-Way corridor for County Road 2209 and does not depict Stormwater Sites necessary to allow drainage, retention and outfall. Owner shall also convey to the County additional commercially reasonable Stormwater Sites on the property owned by Owner for drainage allowing outfall from the Right-of-Way in locations to be determined and agreed upon by the Parties. The Stormwater Sites shall be designated by the County to be appropriate for retention of a six (6) lane facility from County Road 208 to County Road 305 and shall be adjacent to the Right-of-Way Alignment.

6. Reasonable Right of Reconfiguration or Relocation. The Parties acknowledge that the proposed Right-of-Way Alignment depicted on Exhibit "A" is for planning purposes and may not reflect the final corridor conveyed to the County. If the Right-of-Way Alignment renders the Right-of-Way Alignment inadequate in the sole, reasonable discretion of the County, whether due to impaired access or impact to the Right-of-Way, or to the utility or functionality of the Right-of-Way, the parties shall cooperate in all reasonable respects to reconfigure or relocate the Right-of-Way corridor. County shall notify Owner of the County's decision that the Right-of-Way corridor is inadequate as soon as practicable, to maximize the opportunity to reconfigure or move. Time is of the essence in this subparagraph, to minimize the Parties' inconvenience as a result of changes to configurations or locations.

7. Obligation for Legal, Survey, and Engineering costs. Owner shall not be responsible for any legal, survey, or engineering work associated with donation of the Right-of-Way Alignment or the Stormwater Sites.

8. Timing of Conveyances Owner shall convey the subject lands as follows:

a. Right-of-Way Alignment. Upon written request of the County and following the receipt of a legal description and survey prepared by County or its agents or contractors, (i) that portion of the Right-of-Way Alignment depicted on Exhibit "A" owned by Owner, as may be reconfigured or relocated pursuant to the terms hereof, shall be conveyed to St. Johns County within one hundred eighty (180) days of Owner's receipt of such written request, and (ii) Owner shall direct West to convey to St. John's County within one hundred eighty (180) days of Owner's receipt of written request such portion of the Right-of-Way Alignment depicted on Exhibit "A" as is owned by West, as may be reconfigured or relocated pursuant to the terms hereof.

b. Stormwater Sites. Upon written request of the County and following the receipt of a legal description and survey prepared by County or its agents or contractors, (i) that portion of the Stormwater Sites as are owned by Owner sufficient to allow outfall from the Right-of-Way Alignment shall be conveyed to St. Johns County within one hundred eighty (180) days of Owner's receipt of such written request, and (ii) Owner shall direct West to convey to St. John's County within one hundred eighty (180) days of Owner's receipt of written request such portion of the Stormwater Sites as are owned by West sufficient to allow outfall from the Right-of-Way Alignment.

c. Time of the Essence. Time is of the essence for the terms of this Agreement.

9. Terms of Conveyances. The Right-of-Way Corridor and Stormwater Sites shall all be conveyed to the County free of charge without expectation of consideration or credits, free and clear of all liens and encumbrances other than the Lease and such matters of title as exist as of the date of this Agreement. For purposes of clarification, in no event shall such encumbrances as exist as of the date of this Agreement include any monetary liens. County shall pay for the closing costs and the taxes will be prorated at the time of closing.

10. Effective Date. This Agreement shall become effective upon: i) the latter execution by all of the Parties; and, ii) the approval and effectiveness of a Comprehensive Plan Amendment, File No. COMPAMD 2017-01 Robinson ("Effective Date").

11. Recording and Covenant Running with Title. This Agreement shall be recorded in the public records of St. Johns County. The obligation to make the conveyances described in this Agreement constitutes a covenant running with title to land. Once the Right-of-Way Alignment and Stormwater Sites are conveyed, the County, at the written request of Owner, shall provide recordable satisfaction that meet the criteria for release of all other property of Owner set forth in this Section 11 at the request of the Owner. If the County has not requested the conveyance as provided hereunder by January 15, 2034, Owner's obligations under the Agreement shall terminate as of said January 15, 2034 date, unless the parties have mutually agreed to extend such date. The Parties agree to cooperate in good faith to issue and secure the Releases and Satisfactions in a timely manner.

12. Integration. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Owner and the County.

13. Venue and Controlling Law. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the Jurisdiction of the State Court of the Seventh Judicial Circuit of St. Johns County, Florida, and shall be governed by the laws of the State of Florida.

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

15. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as reasonably be requested of them in order to carry out this Agreement.

16. Counterparts. This Agreement may be executed in two (2) counterparts, each of which may be deemed to be the original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all parties of this Agreement. Facsimile copies shall be deemed originals.

17. Enforcement. Each party to this Agreement shall have all remedies available at law or in equity, including specific performance for conveyance of the Right-of-Way Alignment and Stormwater Sites. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provisions will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose and intent of the Agreement.

18. Notices. Notices or correspondence related to the agreement shall be sent to the following:

For Owner:

Robinson Improvement Company
C/O Garrett, Michael W.
Garrett, Wood & CPA., PA
4417 Beach Blvd. Suite 200
Jacksonville, Florida 32207

For County:

St. Johns County
County Administration
500 San Sebastian View
St. Augustine, Florida 32084

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

[SIGNATURES ON FOLLOWING PAGES]

COPY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written above.

Signed, witnessed, executed and acknowledged on this 17 day of January, 2019

Signed, Sealed and Delivered
in the presence of:

Pam Halterman
Print Name Pam Halterman

St. Johns County, Florida, a
political subdivision of the State of Florida,
by its Board of County Commissioners
Paul M. Waldron
Paul M. Waldron, Chair

Sindy Wiseman
Print Name Sindy Wiseman

Attest:

Legally Sufficient [Signature]

By: Pam Halterman
Hunter S. Conrad
Clerk of Court

COPY

Signed and Sealed in Our Presence as Witnesses:

(Sign) [Signature]
(Print) Taylor Huerta

(Sign) [Signature]
(Print) Megan Wang

Owner:

[Signature]
Robinson Improvement Company
By: Walton T. Carter, Jr.
Its: President

**STATE OF GEORGIA
COUNTY OF LOWNDES**

The foregoing instrument was acknowledged before me this 10th day of January, 2019, by Walton T. Carter, Jr. who is personally known to me or has produced a Georgia Driver's License as identification.

[Signature]
Notary Public
My Commission Expires: Apr 30, 2022

COPY

Exhibit "A" TO
AGREEMENT FOR DONATION OF RIGHT OF WAY AND STORMWATER SITES

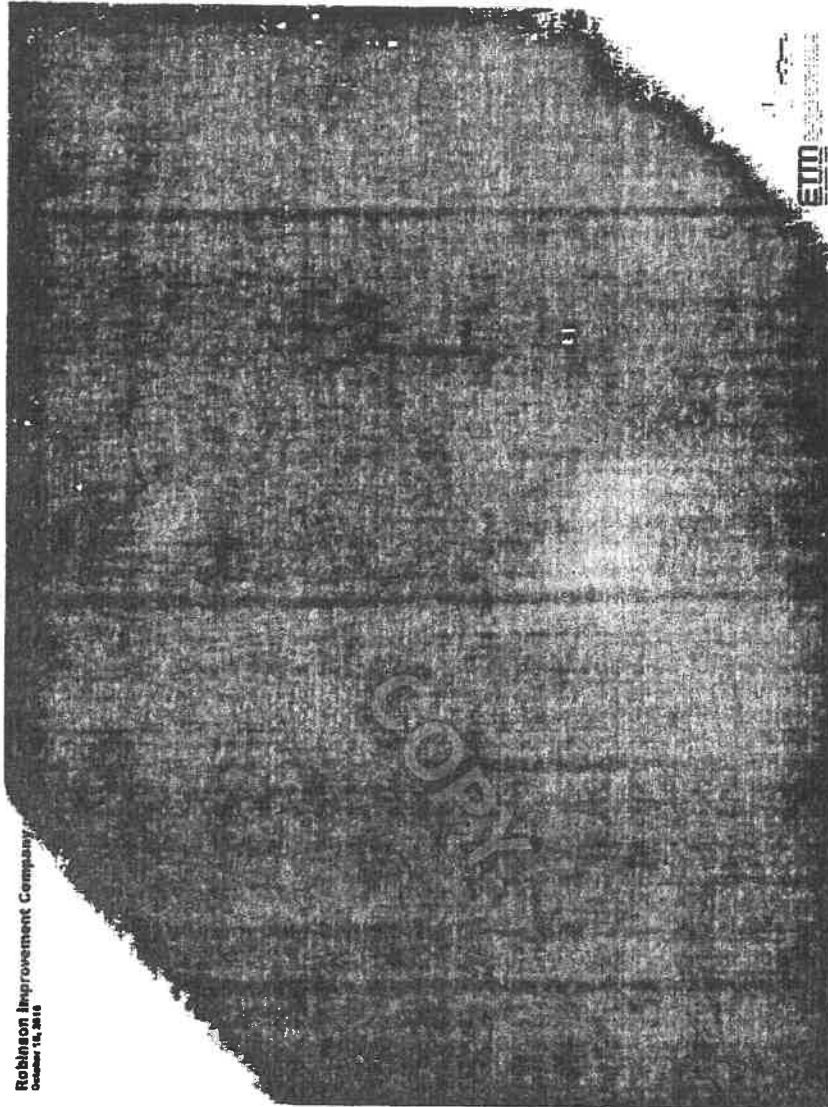


EXHIBIT "A" CONTINUED TO
 AGREEMENT FOR DONATION OF RIGHT OF WAY AND STORMWATER SITES

Lands owned by Robinson Improvement
 Company in S.E. Johns County, Fla.

SCHEDULE "A"

DESCRIPTION	SEC.	TWP.	RGE.	ACRES
E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$	22	7 S.	29 E.	120
NW $\frac{1}{4}$ EXCEPT 2.5 acres RW of FEC RY & RW of Rd. No. S214 shown in DB246/185 & 1 ac. shown in DB261/14	27	7 S.	29	156.50
All W $\frac{3}{4}$ lying S of Tocol Road No. S214 EXCEPT part in RW of Rd. No. 1-95 shown in ORB/65 PG 460 DB/198 PG 560	29	7 S.	29 E.	30
All EXCEPT Lots sold in West St, Augustine Subd. RW of Tocol Rd. No. S214 shown in DB246/185	31	7 S.	29 E.	680
Lots 2, 3, all Lot 4 EXCEPT RW of Tocol Rd. No. S214 shown in DB246/185, Lots 5, 6, 7 E.S $\frac{1}{2}$	32	7 S.	29 E.	639
Lot 8	32	7 S.	29 E.	40
All W $\frac{1}{2}$ of SW $\frac{1}{4}$ lying W of Rd. 1-95 OR 129/10	33	7 S.	29 E.	63.91
Broadwell Sub, L25, 26 EXCEPT W 6 ft. in Rd. RW	45	7 S.	29 E.	.50
All	13	7 S.	28 E.	628
E $\frac{1}{2}$	23	7 S.	28 E.	320.
All	24	7 S.	28 E.	640
All EXCEPT RW of Rd. No. S214 shown in BK 246, PG 185	25	7 S.	28 E.	637
E $\frac{1}{2}$ & S $\frac{1}{2}$ of SW $\frac{1}{4}$	26	7 S.	28 E.	.400
S $\frac{1}{2}$ & all NE $\frac{1}{4}$ lying S of Tocol Rd. No. S214 EXCEPT 20.531 acres shown in DB 231/424	33	7 S.	28 E.	364.47
W $\frac{1}{2}$ of W $\frac{1}{2}$ & all B $\frac{1}{2}$ & E $\frac{1}{2}$ of W $\frac{1}{2}$ lying S of Tocol Rd. No. S214	34	7 S.	28 E.	839
All EXCEPT part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Rd. No. S214 & EXCEPT 6 acres in RW of Tocol Rd. #S214	35	7 S.	28 E.	615.40
Part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Tocol Rd. No. S214	35	7 S.	28 E.	6
All EXCEPT 7 acres in RW of Tocol Rd. No. S214	36	7 S.	28 E.	627.70
All W $\frac{1}{2}$ of W $\frac{1}{2}$ lying NW of FEC RY DB 197 PG 267	4	8 S.	29 E.	103
All EXCEPT RW of FEC RY Rd.	5	8 S.	29 E.	633.90
All	6	8 S.	29 E.	628
All	7	8 S.	29 E.	631
All lying NW of FEC RY	8	8 S.	29 E.	461
All SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying W of RW of FEC RY DB 166 PG 459	17	8 S.	29 E.	30

<u>DESCRIPTION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>ACRES</u>
All $\frac{1}{2}$ of NW $\frac{1}{4}$ lying NW of F&C RY	17	8 S.	29 E.	50
W $\frac{1}{2}$	18	8 S.	29 E.	313
All	1	8 S.	28 E.	640
All	2	8 S.	28 E.	640
All	3	8 S.	28 E.	653
All EXCEPT SW $\frac{1}{4}$ & SW $\frac{1}{4}$ of NW $\frac{1}{4}$	4	8 S.	28 E.	440
Lots 1, 2, 3, 7, 8, 9 & 12 & all lots 4, 5, 6, & 10 lying E of RW of Rd. No. S13A	9	8 S.	28 E.	380
All	10	8 S.	28 E.	640
All	11	8 S.	28 E.	641
All	12	8 S.	28 E.	644
N $\frac{1}{2}$	13	8 S.	28 E.	318
All EXCEPT RW of Rd.	15	8 S.	28 E.	635
				14,966.98

COPY

79 863 Exhibit "B" to Agreement with Robinson/County REC. 400 MAR 5 1971

MEMORANDUM AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 19th day of February, 1971, by and between ROBINSON IMPROVEMENT COMPANY, a Florida corporation having a place of business in St. Augustine, Florida, hereinafter called "ROBINSON", which term shall include its successors and assigns, and HUDSON PULP & PAPER CORP., a Maine corporation having a place of business in Palatka, Florida, hereinafter called "HUDSON", which term shall include its successors and assigns,

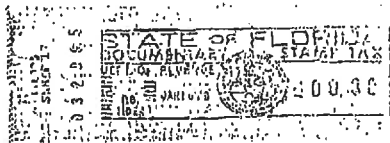
W I T N E S S E T H :

WHEREAS, the parties hereto entered into an agreement dated February 19, 1971, containing in detail the provisions which are referred to in this memorandum, which said agreement provides that a memorandum thereof shall be entered into between the parties and placed of record as notice to everyone of the evidence of such an agreement, and

WHEREAS, this agreement is the memorandum of said agreement of February 19, 1971, by and between ROBINSON and HUDSON.

NOW, THEREFORE, in consideration of the premises and further in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by HUDSON to ROBINSON, the receipt whereof is hereby acknowledged, this memorandum is entered into between the parties hereto for the purpose of recording notice to everyone that ROBINSON:

(a) Has granted to HUDSON, its successors and assigns, the complete and unrestricted control of the lands in St. Johns County, Florida, described in Schedule "A" hereto attached and by specific reference made a part hereof, for and during fifty-five (55) years beginning February 20, 1971, and ending at midnight on February 19, 2026, under and subject to the terms, provisions and conditions set forth in said agreement dated February 19, 1971, and subject to the performance by the parties hereto of all of the



REC 400 MAR 1972

covenants, terms and conditions set forth in said agreement to be kept, observed and performed by them respectively;

(b) Has granted to HUDSON, its successors and assigns, during the term of said agreement of February 19, 1971, certain rights with respect to all oil, gas and minerals produced on or from said lands described in Schedule "A" hereto attached, which are removed and severed therefrom, and a right to receive a certain part of the proceeds from the sale of such oil, gas and minerals or the rights pertaining thereto; and.

(c) Has granted to HUDSON, its successors and assigns, subject to the terms, provisions, conditions, restrictions and limitations contained in said agreement of February 19, 1971, the right to purchase the lands described in Schedule "A" hereto attached, if ROBINSON shall decide to sell the same in whole or in part during the term of said agreement of February 19, 1971.

Reference is hereby made to said agreement of February 19, 1971, for a full and complete statement of the covenants, conditions, terms and provisions to be kept, observed and performed by the parties hereto and by such reference, all of the conditions, terms and provisions of said agreement in any way relating or applicable to the rights and privileges granted to HUDSON thereunder are intended to be and shall for all purposes be deemed to have been incorporated herein as fully as though herein set forth at length.

This agreement shall constitute full notice of all of the covenants, terms and conditions of said agreement of February 19, 1971, to everyone now or hereafter interested in said lands described in Schedule "A" hereto attached, by way of ownership, lien or otherwise.

Duplicate copies of said agreement dated February 19, 1971, are on file in the office of Hudson Pulp & Paper Corp., Woodlands Division, at Palatka, Florida, and The St. Augustine National Bank, for Robinson Improvement Company, at St. Augustine, Florida.

REF 400 MAR 568

The agreement between ROBINSON and HUDSON dated December 29, 1956, recorded in Deed Book 233, page 479 of the public records of St. Johns County, Florida, is superseded by the agreement of February 19, 1971, of which this is a memorandum, and said agreement of December 29, 1956, is hereby cancelled and declared to be of no further force or effect.

IN WITNESS WHEREOF, ROBINSON and HUDSON have caused these presents to be executed and their respective corporate seals to be hereunto affixed, by their respective duly authorized officers, the day and year first above written.

Signed, sealed and delivered in the presence of:

ROBINSON IMPROVEMENT COMPANY

By: Margaret L. Dyer
Its President

Attest: James M. Dyer
Its Secretary

(CORPORATE SEAL)

James M. Dyer
Walter D. Robinson
As to Robinson

HUDSON PULP & PAPER CORP.

By: Richard M. ...
Its

Attest: ...
Its

(CORPORATE SEAL)

Jacqueline Heratkin
...
As to Hudson

STATE OF VIRGINIA)
COUNTY OF GULFPEER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARGARET LEWIS DYER and JAMES M. DYER, well known to me to be the President and Secretary respectively, of ROBINSON IMPROVEMENT COMPANY, which executed the foregoing instrument, and severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of February, A. D., 1971.

Notary Public
NOTARY PUBLIC
My commission expires: 1/19/74

OFF REC 400 PAGE 564

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ~~XXXXXXXXXXXX~~ RICHARD MAZER and ~~XXXXXXXXXXXX~~ JOHN H. MAASS, well known to me to be the Executive Vice President and Asst. Secretary respectively, of HUDSON PULP & PAPER CORP., which executed the foregoing instrument, and severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of ~~February~~ December, A.D. 1978.

[Signature]
NOTARY PUBLIC
My commission expires: 3-30-79

JOSEPH B. HEDGECOCK
Notary Public, State of New York
No. 126,178
Qualified in Westchester County
Commission Expires March 30, 1979



COPY

OFF REC 400 PAGE 565

Lands owned by Robinson Improvement Company in St. Johns County, Fla.

SCHEDULE 'A'

<u>DESCRIPTION</u>	<u>SEC.</u>	<u>TWP.</u>	<u>RGE.</u>	<u>ACRES</u>
E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$	22	7 S.	29 E.	120
NW $\frac{1}{4}$ EXCEPT 2.5 acres RW of FEC RY & RW of Rd. No. S214 shown in DB246/185 & 1 ac. shown in DB261/14	27	7 S.	29	156.50
All W 3/4 lying S of Tocol Road No. S214 EXCEPT part in RW of Rd. No. 1-95 shown in ORB/65 PG 460 DB/198 PG 560	29	7 S.	29 E.	30
All EXCEPT Lots sold in West St. Augustine Subd. RW of Tocol Rd. No. S214 shown in DB246/185	31	7 S.	29 E.	680
Lots 2, 3, all Lot 4 EXCEPT RW of Tocol Rd. No. S214 shown in DB246/185, Lots 5, 6, 7 & S $\frac{1}{2}$	32	7 S.	29 E.	639
Lot 8	32	7 S.	29 E.	40
All W $\frac{1}{2}$ of SW $\frac{1}{4}$ lying W of Rd. 1-95 OR 129/10	33	7 S.	29 E.	62.91
Broadwell Sub, L25, 26 EXCEPT W 6 ft. in Rd. RW	45	7 S.	29 E.	.50
All	13	7 S.	28 E.	628
E $\frac{1}{2}$	23	7 S.	28 E.	320
All	24	7 S.	28 E.	640
All EXCEPT RW of Rd. No. S214 shown in DB 246, RD185	25	7 S.	28 E.	637
E $\frac{1}{2}$ & S $\frac{1}{2}$ of SW $\frac{1}{4}$	26	7 S.	28 E.	400
S $\frac{1}{2}$ & all NE $\frac{1}{4}$ lying S of Tocol Rd. No. S214 EXCEPT 20.531 acres shown in DB 231/424	33	7 S.	28 E.	364.47
W $\frac{1}{2}$ of W $\frac{1}{2}$ & all E $\frac{1}{2}$ & E $\frac{1}{2}$ of W $\frac{1}{2}$ lying S of Tocol Rd. No. S214	34	7 S.	28 E.	539
All EXCEPT part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Rd. No. S214 & EXCEPT 5 acres in RW of Tocol Rd. #S214	35	7 S.	28 E.	615.40
Part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ lying N of Tocol Rd. No. S214	35	7 S.	28 E.	6
All EXCEPT 7 acres in RW of Tocol Rd. No. S214	36	7 S.	28 E.	627.70
All W $\frac{1}{2}$ of W $\frac{1}{2}$ lying NW of FEC RY DB 197 PG 267	4	8 S.	29 E.	103
All EXCEPT RW of FEC RY Rd.	9	8 S.	29 E.	633.50
All	6	8 S.	29 E.	628
All	7	8 S.	29 E.	631
All lying NW of FEC RY	8	8 S.	29 E.	461
All SW $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying W of RW of FEC RY DB 166 PG 459	17	8 S.	29 E.	30

REF 400 PAGE 566

DESCRIPTION	SEC.	TWP.	RGE.	ACRES
All N $\frac{1}{2}$ of NW $\frac{1}{4}$ lying NW of FRC RY	17	8 S.	29 E.	50
W $\frac{1}{2}$	18	8 S.	29 E.	313
All	1	8 S.	28 E.	640
All	2	8 S.	28 E.	640
All	3	8 S.	28 E.	653
All EXCEPT SW $\frac{1}{4}$ & SW $\frac{1}{2}$ of NW $\frac{1}{4}$	4	8 S.	28 E.	440
Lots 1, 2, 3, 7, 8, 9 & 12 & all Lots 4, 5, 6, & 10 lying E of RW of Rd. No. 513A	9	8 S.	28 E.	380
All	10	8 S.	28 E.	640
All	11	8 S.	28 E.	641
All	12	8 S.	28 E.	644
N $\frac{1}{2}$	13	8 S.	28 E.	318
All EXCEPT RW of Rd.	15	8 S.	28 E.	635
				14,966.98

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Jacksonville FL 32258

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

10/15/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/15/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$328.40	
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Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF INTENT TO CONSIDER DEVELOPMENT AGREEMENTS

NOTICE IS HEREBY GIVEN that the second public hearing will be held on 11/5/2024 at 9:00 am before the Board of County Commissioners in the St. Johns County Auditorium located at 500 San Sebastian View, St. Augustine, Florida, to consider a Development Agreement for the Robinson Improvement Company ("RIC") Project which is subject to an application for a Planned Unit Development Rezoning (Application No. PUD 2024-09) seeking development approval for a maximum of 3,332 residential units and 250,000 square feet of non-residential (commercial and retail services) space ("Overall Development Rights"):

A Development Agreement for the RIC Property (Application No. DEVAGREE 2024-02) to mitigate for the transportation impacts for 3,332 residential units by constructing approximately four miles of CR 2209, from CR 208 to CR 214, (the "Transportation Improvements"), pursuant to Subsection 163.3180, Florida Statutes, in exchange for receiving transportation concurrency ("Concurrency") from the County. Pending approval, PUD 2024-09 provides for a population of 9,163 people (average of 2.75 persons per household) over 2,673 acres and building height maximums of 45 feet for residential uses and building height maximums of 65 feet for commercial uses, per PUD Section G.

The RIC Property is located south of CR 208, as generally described in the Project documents. See attached location map generally depicting the boundaries of DEVAGREE 2024-02 Robinson Improvement Company (Exhibit A). *A complete description is available in the St. Johns County Planning and Zoning Office.*

This file is maintained in the Planning and Zoning Section of the Growth Management Department at the County Permit Center, 4040 Lewis Speedway, St. Augustine, Florida, and may be examined by interested parties prior to said public hearing.

Interested parties may appear at the meeting and be heard with respect to the proposed permit.

If a person decides to appeal any decision made with respect to any matter considered at the meetings or hearings, he/she will need a record of the proceedings and for such purpose may need to ensure that verbatim records of the proceedings are made, which records include the testimony and evidence upon which appeal is to be based.

This matter is subject to court imposed quasi-judicial rules of procedure. Interested parties should limit contact with the Board of County Commissioners except in compliance with Resolution 95-126, to properly noticed public hearings or to written communication, care of SJC Planning and Zoning Section, 4040 Lewis Speedway, St. Augustine, Florida, 32084.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING-IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the County's ADA Coordinator at (904) 209-0650 or visit St Johns County Facilities Management 2416 Dobbs Rd 32086. Hearing impaired persons, call Florida Relay Service (1-800-955-8770), no later than 5 days prior to the meeting.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA
SARAH ARNOLD, CHAIR
File Number: DEVAGREE-2024-02

Project Name: Robinson Improvement Company
Transportation Development Agreement (RIC)

Order 10666033, October 15, 2024.

