7	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/3/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **October 6, 2026**

FROM: **Justin Kelly, MPA, CNU-A, Principal Planner** **PHONE:** **904 209-0728**

SUBJECT OR TITLE: **DRI MOD 2025-02 Bartram Park DRI**

AGENDA TYPE: **Business Item, Ex Parte Communications, Ordinance, Public Hearing, Report**

BACKGROUND INFORMATION:

Request to modify the Bartram Park Development of Regional Impact (DRI) to add 42.3 acres of land located on the south side of Race Track Road, between East Peyton Parkway and State Road 9B, to the DRI boundary, and amend the Development Order to increase the maximum square footage for commercial land use to 500,000 square feet and convert 20,000 square feet of commercial entitlements to 169 residential dwelling units, increasing the total number of residential dwelling units from 646 to 815 with no additional external vehicular trips added. This request was heard by the Planning and Zoning Agency (PZA) at their regularly scheduled public hearing on Thursday, October 15th, and was unanimously recommended for approval, 7-0.

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:

APPROVE: Motion to enact Resolution 2026-___, approving DRI MOD 2025-02 Bartram Park DRI, based on five (5) findings of fact, as provided in the staff report.
DENY: Motion to deny DRI MOD 2025-02 Bartram Park DRI, based on six (6) findings of fact, as provided in the staff report.

For Administration Use Only:
Legal: Kealey West 10/19/2026 **OMB: ARM 10/19/2026** **Admin: Brad Bradley 10/21/2026**

Growth Management Department
Planning Division Report
Application for DRI Modification
DRI MOD 2025-02 Bartram Park DRI

To: Board of County Commissioners

Through: Planning and Zoning Agency

From: Justin Kelly, MPA, CNU-A, Principal Planner

Date: October 13, 2026

Subject: **DRI MOD 2025-02 Bartram Park DRI**, a request to modify the Bartram Park Development of Regional Impact (DRI) to add 42.3 acres of land located on the south side of Race Track Road, between East Peyton Parkway and State Road 9B, to the DRI boundary, and amend the Development Order to increase the maximum square footage for commercial land use to 500,000 square feet and convert 20,000 square feet of commercial entitlements to 169 residential dwelling units, increasing the total number of residential dwelling units from 646 to 815 with no additional external vehicular trips added. This request was heard by the Planning and Zoning Agency (PZA) at their regularly scheduled public hearing on Thursday, October 15, 2026. A motion recommending approval was offered by Mr. Matovina and seconded by Ms. Perkins. That motion passed unanimously, 7-0.

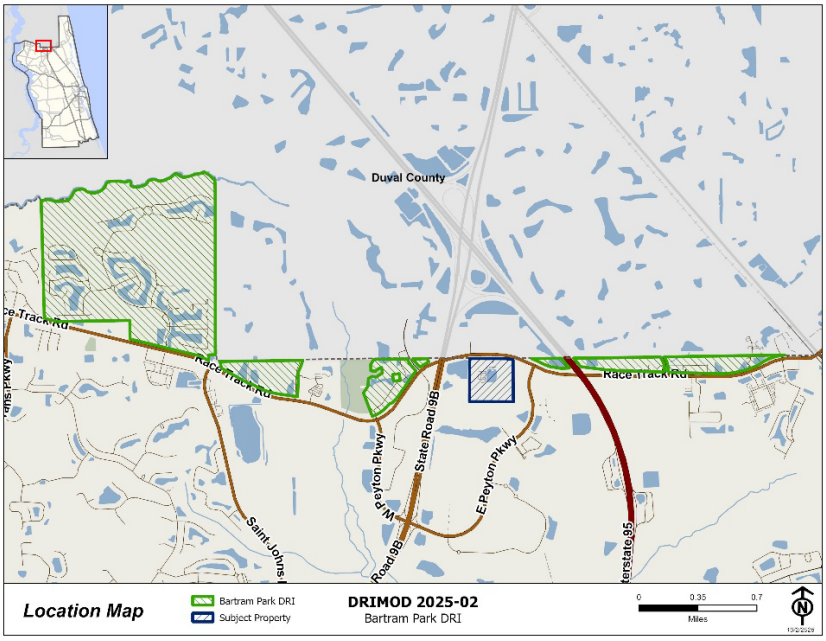
Applicant/ Representative: Casey Dendor, AICP | England-Thims & Miller, Inc.

Hearing Dates: Planning and Zoning Agency – October 15, 2026
Board of County Commissioners – November 3, 2026

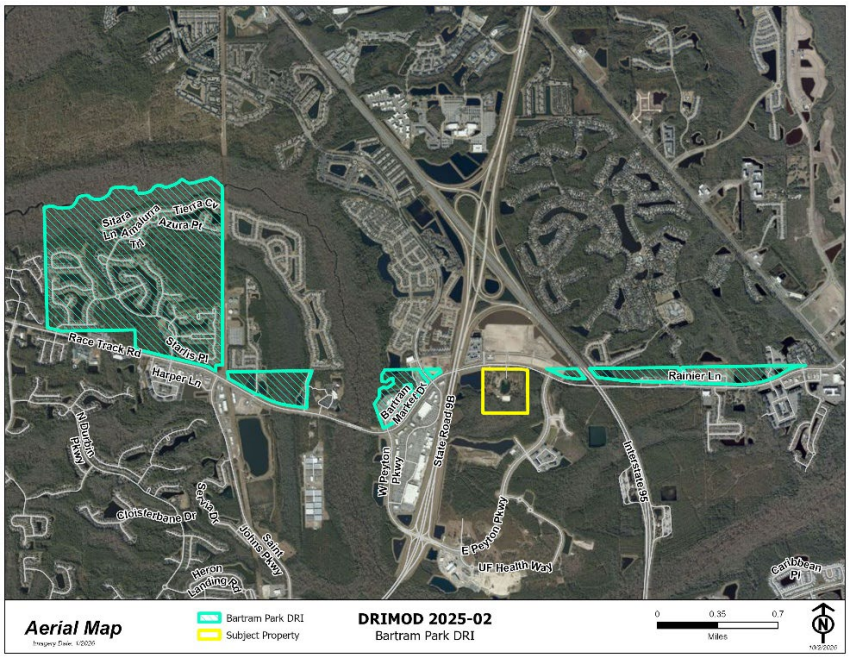
Commissioner District: District 5

MAP SERIES

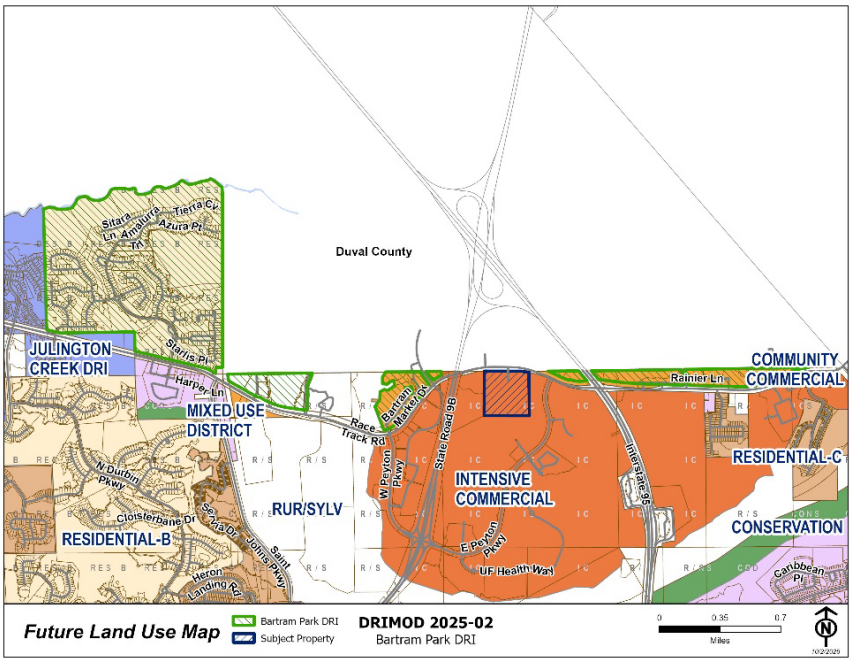
Location: The Bartram Park Development of Regional Impact (DRI) is an existing mixed-use development which consists of approximately 3,932 acres, of which 825 acres are located within St. Johns County. The remaining balance is located within Duval County. The DRI is located north of Race Track Road and spans from the west side of US 1 to just north of Veterans Parkway.



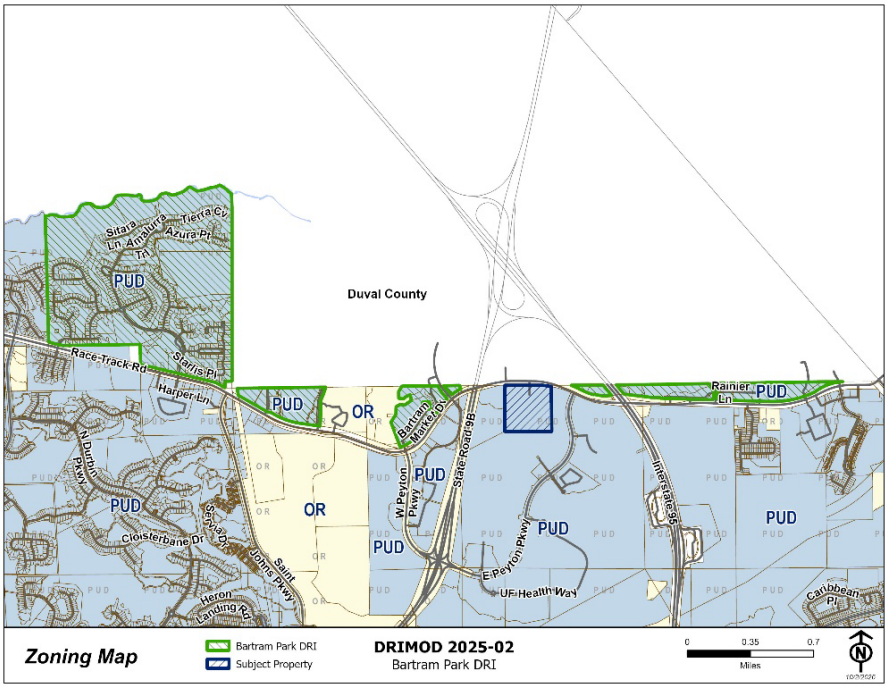
Aerial Imagery: The subject property that is proposed to be added to the Bartram Park DRI is approximately 42.3 acres in size and is zoned as a part of the Project Family PUD (ORD. 2017-15). The remaining areas of the Bartram Park DRI are located north of Race Track Road, both to the east and west of the subject property. The surrounding area is comprised largely of a combination of commercial and residential uses that are part of the Durbin Park and Bartram Park mixed-use developments.



Future Land Use: Lands located within the Bartram Park DRI are designated Residential-B, Community Commercial, and Rural/Silviculture. The subject property, which is proposed to be added to the Bartram Park DRI, is the subject of a companion Comprehensive Plan Amendment application [CPA(SS) 2025-07] to designate the property as Mixed Use District.



Zoning District: The Bartram Park DRI is comprised of two (2) separate PUDs. The first is the residential Bartram Park PUD (ORD. 2006-102, as amended) and the second is the commercial Bartram Park PUD (ORD. 2001-03, as amended). The subject property, which is proposed to be added to the DRI, is the subject of a companion Major Modification application [MAJMOD 2025-08] that seeks to revise the Project Family PUD to the Bartram Grove PUD, allowing a maximum 180 dwelling units and 50,000 SF of commercial/office uses.



APPLICATION SUMMARY

The applicant is requesting to modify the Bartram Park Development of Regional Impact (DRI) to add 42.3 acres of land located on the south side of Race Track Road, between East Peyton Parkway and State Road 9B, to the DRI boundary, and amend the Development Order to convert 20,000 square feet of commercial entitlements to 169 residential dwelling units, increasing the total number of residential dwelling units from 646 to 815 with no additional external vehicular trips added. This request is being made to accommodate the addition of a proposed mixed use development known as the Bartram Grove PUD to the Bartram Park DRI. The proposed PUD will allow a maximum 90 single-family and 90 multifamily dwelling units for an overall total of 180 dwelling units and 50,000 square feet of commercial and office uses. In addition to these changes, the applicant proposed to revise the overall DRI MDP Map (Map H) to incorporate the added land, address school mitigation for the added residential units, revise the overall maximum amount of commercial square footage allowed by a land use conversion from 400,000 SF to 500,000 SF, and update phasing and expiration dates reflecting previously requested Development Order Extensions (DOEs) pursuant to Section 252.363, Florida Statutes.

Revised Bartam Park DRI Map H (added lands outlined yellow):



Current Minimums/Maximums

Land Use	Minimum Square Footage	Maximum Square Footage
Commercial	100,000 SF	400,000 SF
Office	20,000 SF	100,000 SF

Proposed Minimums/Maximums

Land Use	Minimum Square Footage	Maximum Square Footage
Commercial	100,000 SF	****500,000 SF****
Office	20,000 SF	100,000 SF

Figure 1: Land Use Conversion Matrix

					Converting From				
	ITE Land Use Code	Description	Unit		210 Single Family DU	220 Multi Family DU	310 Hotel Room	710 Office 1,000 sf	820 Commercial 1,000 sf
				Trip Rate	0.7319	0.4815	0.6059	1.0896	3.0404
Converting	210	Single Family	DU	0.7319	1.000	0.658	0.828	1.489	4.154
	220	Multi Family	DU	0.4815	1.520	1.000	1.258	2.263	6.314
	310	Hotel	Room	0.6059	1.208	0.795	1.000	1.798	5.018
	710	Office	1,000 sf	1.0896	0.672	0.442	0.556	1.000	2.790
	820	Commerical	1,000 sf	3.0404	0.241	0.158	0.199	0.358	1.000

Examples:

Converting 20,000 sf of office to single family residential
10 x 1.489 = 14.89 or 15 single family dwelling units

Converting 7,184 sf of commercial to single family residential
7.184 x 4.154 = 29.84 or 30 single family dwelling units

Converting 10,000 sf of office to commercial
10 x = 0.358 or 3,580 square feet of office space

Figure 2: Land Use Exchange Table

Land Use	Existing Entitlement	Converted	Conversion Rate	Residential Units Generated	Revised Allowed
Commercial	404,956 SF	14,254 SF	6.314	90 Townhome	372,519 SF
		18,183 SF	4.154	76 Single-Family	
Office	22,830 SF	2,330 SF	1.489	3 Single-Family Units	20,500 SF
Residential	646 SF Units	—	—	169 Single Family Units	815 Units

Figure 3: Revised Phasing Schedule

3. **Phasing, Buildout and Expiration of DRI**. The DRI in St. Johns County shall be developed as follows:

Land Use	Phase I	Phase II
	(2000-July 16, 2026~~2022~~)	~~(2022-2037)~~(July 17, 2026-July 16, 2041)
Residential	646 units	169 Units
Office	~~22,830~~ 20,500 square feet	
Retail/Commercial	272,500 square feet*	100,019 ~~99,880~~ square feet

DEPARTMENTAL REVIEW

The Planning and Zoning Division routed this request to all appropriate reviewing departments. There are no open comments.

Office of the County Attorney Review: Applicant bears the initial burden of demonstrating with competent substantial evidence that the proposed change is a) consistent with the Goals, Objectives, and Policies of the Comprehensive Plan and b) complies with the procedural requirements of the Land Development Code. The Agency/Board may approve or deny the proposed request to amend the DRI if there is evidence that maintaining the existing DRI DO serves a legitimate public purpose on matters relating to local (not regional) issues. A legitimate public purpose for keeping the existing DO may include that the amendment produces an urban sprawl pattern of development; is spot zoning; produces an incompatibility or deviation from an established or developing logical and orderly development; produces significant adverse impact upon property values of the adjacent or nearby properties; or detracts from the character and quality of life in the neighborhood by creating excessive noise, lights, vibration, fumes, odors, dust, physical activities and other detrimental effects or nuisances.

Transportation/Concurrency Division Review: The proposed modification to the Bartram Park DRI seeks to add 42.3 acres of land located on the south side of Race Track Road (Bartram Grove PUD) to the DRI, increase the maximum allowed commercial entitlement to 500,000 SF and the residential entitlement to a maximum 815 dwelling units. Available unbuilt entitlement consists of 11 single family unit; 22,830 SF of office space, and 185,540 SF of commercial/retail space.

A land use conversion is proposed that will convert 32,437 SF of commercial and 2,330 SF of office entitlement to 169 residential units. The unused 11 single family units will be used for a total of 180 residential units (90 single family and 90 multi-family) and 50,000 SF of the available commercial to accommodate the proposed development of the Bartram Grove PUD. The land use conversion results in no increase to the overall approved external trip generation within the Bartram Park DRI. All DRI transportation related conditions have been completed, except for the widening of Race Track Road from East Peyton Parkway to Bartram Springs Parkway, including the I-95 overpass, which portion is proposed to be constructed by FDOT and is currently funded in the FDOT work program. The applicant's request does not increase the overall approved project trip generation, and all required roadway improvements have been constructed or are funded for construction.

A School Concurrency Proportionate Share Mitigation Agreement is scheduled for consideration by the St. Johns County School District on October 13, 2026, to provide for additional school mitigation for the proposed 180 residential units in the Bartram Grove PUD.

Planning and Zoning Division Review: The Bartram Park DRI was approved in 2000 and has been amended several times over the past 26 years. The DRI is located within portions of Duval and St. Johns County. For the portion of the DRI located in St. Johns County, a maximum of 646 single-family dwelling units; 22,830 SF of office uses; and 404,956 SF of retail/commercial uses are currently entitled. As of the writing of this Staff Report, approximately 635 residential lots and 214,566 SF commercial and office uses have been constructed.

This modification to the DRI is submitted concurrently with a Comprehensive Plan Amendment [CPA(SS) 2025-07] and Major Modification [MAJMOD 2025-08] to account for adding an approximately 42.3 acre parcel to the DRI boundary located on the south side of Race Track Road and proposes a development that

will be known as the Bartram Grove PUD, allowing a maximum 180 dwelling units (90 single family and 90 multifamily dwelling units) and 50,000 SF of commercial/office uses. Currently, the Bartram Park DRI does not have enough remaining residential entitlements to accommodate the addition of 180 proposed residential dwelling units. Therefore, of the 180 proposed dwelling units, 169 dwelling units require a conversion. The remaining 11 dwelling units are carried forward from the unused entitlements for the "Celestina" single family development located on the north side of Race Track Road.

The applicant demonstrates that the proposed added development can be accommodated using the Land Use Conversion Matrix that is provided above, while remaining within the modified minimum and maximum square footage of non-residential uses permitted. Moreover, the proposed modifications to the Bartram Park DRI will not add any new external vehicular trips to the portion of the DRI within St. Johns County.

PLANNING AND ZONING AGENCY (PZA)

This request was heard by the Planning and Zoning Agency (PZA) at their regularly scheduled public hearing on Thursday, October 15, 2026. Agency Member, Judy Spiegel, inquired about school mitigation, which the applicant noted was heard before the St. Johns County School District on October 13th and was approved. Agency member Greg Matovina noted that in regard to the Comprehensive Plan Amendment, the request met all the policy requirements of the Comprehensive Plan. No further questions were received from the Agency. There were no public speakers regarding this request. A motion to recommend approval was offered by Mr. Matovina and seconded by Ms. Perkins. That motion passed unanimously, 7-0.

NORTHWEST SECTOR COMMUNITY MEETING

The applicant conducted a Northwest Sector Community Meeting at the Julington Creek Annex on Tuesday, August 5, 2026, from 6:00pm-7:00pm. A detailed summary of the community meeting is provided by the applicant within *Attachment 3* of the companion Small-Scale Comprehensive Plan Amendment [CPA(SS) 2025-07] Staff Report.

CORRESPONDENCE/PHONE CALLS

County staff have received several phone calls from local residents regarding this request. All of the calls were informational in nature and there were no stated positions regarding support or opposition to the project. No further phone calls or correspondence have been received as of the writing of this Staff Report.

FINDINGS/ACTION

Staff have provided five (5) findings of fact to support a motion to approve or six (6) findings of fact to deny this request. These findings may be subject to other competent substantial evidence received at the quasi-judicial public hearing.

ATTACHMENTS

1. Recorded Documents Section
2. Application and Supporting Documents

FINDINGS OF FACT DRI MOD 2025-02 Bartram Park DRI	
APPROVE	**DENY**
1) This request was fully considered after public hearing with legal notice duly published as required by law.	1) This request was fully considered after public hearing with legal notice duly published as required by law.
2) The requested changes meet the provisions of Section 380.06(7) of the Florida Statutes.	2) The requested changes do not meet the provisions of Section 380.06(7) of the Florida Statutes.
3) The changes requested in the DRI MOD are consistent with the Land Development Code of St. Johns County, as amended.	3) The changes requested in the DRI MOD are not consistent with the Land Development Code of St. Johns County, as amended.
4) The changes requested in the DRI MOD are compatible with the surrounding area and the future development trends of the area.	4) The changes requested in the DRI MOD are not compatible with the surrounding area and the future development trends of the area.
5) The changes requested in the DRI MOD are consistent with and further the objectives of the 2050 St. Johns County Comprehensive Plan.	5) The changes requested in the DRI MOD are not consistent with and do not further the objectives of the 2050 St. Johns County Comprehensive Plan.
	6) Pursuant to *Board of County Commissioners of Brevard County v. Snyder*, there is a legitimate public purpose in keeping the existing Development Order.

ATTACHMENT 1

RECORDED DOCUMENTS SECTION

RESOLUTION NO. 2026- _____

AMENDED AND RESTATED DEVELOPMENT ORDER FOR BARTRAM PARK A DEVELOPMENT OF REGIONAL IMPACT

LET IT BE KNOWN that, pursuant to Section 380.06, Florida Statutes, the St. Johns County Board of County Commissioners has heard at a public hearing held on _____, 2026, an application for a Notice of Proposed Change for certain amendments to the Bartram Park Development of Regional Impact.

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County has considered the recommendations of the St. Johns County staff and the documents and comments upon the record made before the St. Johns County Board of County Commissioners; and

WHEREAS, the Bartram Park Development of Regional Impact (the "**DRI**" and "**Bartram Park DRI**") is an existing mixed-use development which consists of the approximately 3,932 acres described in **Exhibit A** attached hereto, of which approximately 825 acres are located in St. Johns County and the balance of which approximately 3,109 acres are located in Duval County (collectively, the "**DRI Property**"); and

WHEREAS, Winslow Farms, Ltd., as owner and developer of the DRI Property (the "**Owner**" or "**Developer**"), filed an application to modify certain conditions set forth in the Bartram Park DRI Development Order (the "**DRI Mod Application**"), which was originally approved by St. Johns County as Resolution No. 2000-139 and has subsequently been amended

by Resolution Nos. 2001-93, 2003-94, 2005-146, 2006-52, 2006-175, 2008-123, 2009-326, 2014-92, 2018-79 and 2019-166 (collectively, the "**Development Order**"); and

WHEREAS, the authorized agents for the Owner are Balch & Bingham, LLP, whose address is 50 N Laura Street, Suite 2100, Jacksonville, FL 32202; England-Thims & Miller, Inc., whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258; and

WHEREAS, the Owner has duly provided complete copies of the DRI Mod Application and sufficiency responses to St. Johns County; and

WHEREAS, the St. Johns County Board of County Commissioners has duly noticed and on _____, 2026 held a public hearing on the DRI Mod Application as required by Section 380.06, Florida Statutes, and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, the Developer is seeking to provide opportunities for employment, a high quality of life for residents, and protect the beauty and benefit of the natural characteristics of the property for existing and future generations; and

WHEREAS, the NOPC requires an amendment to the County's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida in public hearing duly constituted and assembled on _____, 2026, that the Notice of Proposed Change to the Bartram Park DRI is hereby approved, subject to the following terms and conditions:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Bartram Park DRI is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.

2. The Bartram Park DRI is located in Duval and St. Johns counties and is subject to applicable comprehensive plans, DRI Development Orders and PUD zoning ordinances in each jurisdiction and will be administered by the respective county for that portion of the DRI located in that county.

3. The Bartram Park DRI, as amended, is consistent with the State Comprehensive Plan.

4. The Bartram Park DRI, as amended, is consistent with the Strategic Regional Policy Plan adopted by the Northeast Florida Regional Council.

5. The Bartram Park DRI, as amended, is consistent with the St. Johns County Comprehensive Plan 2025 and St. Johns County land development regulations.

6. The Bartram Park DRI, as amended, is not a substantial deviation, pursuant to Section 380.06, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, in public hearing duly constituted and assembled on _____, 2026 that the DRI Mod Application for that portion of the Bartram Park DRI located in St. Johns County is hereby approved, subject to the following terms and conditions:

GENERAL CONDITIONS

1. **Application For Development Approval.** The DRI, as amended, shall be developed in accordance with the information, plans and commitments contained in (1) the Bartram Park DRI ADA dated July 19, 1999, (2) the First and Second Sufficiency Responses dated December 7, 1999 and February 17, 2000, (3) St. Johns County Resolution Nos. 2000-193,

2001-93, 2003-94, 2005-146, 2006-52, 2006-175, 2008-123, 2009-326, 2014-92, 2018-79 and 2019-166 (collectively, the "**Development Order**"), and (4) the Bartram Park Master Plan, Map H, dated May, 9 2025 attached hereto as **Exhibit B**, all of which are incorporated by reference except to the extent of any conflict with the express terms of the conditions of the Bartram Park DRI Development Order. In the event of any conflict, the terms and conditions of this Amended and Restated Development Order shall govern.

2. **Land Use Totals.** The DRI may be developed with the following improvements: approximately 77 acres and 372,519 square feet of retail/commercial space, approximately 5 acres and 20,500 square feet of office use, approximately 678 acres and 815 units of residential, approximately 3 acres of Community Facilities including a fire station and other county uses, approximately 5 acres of Infrastructure not including Race Track Road right-of-way, and approximately 49 acres of Open Space. The Developer may exchange land uses without filing a DRI Modification Application provided that such changes are consistent with the Land Use Exchange Table attached hereto as **Exhibit C.** Additional development which is located in Duval County is being approved by separate Development Order by the City Council of the City of Jacksonville, Florida.

(a) At the time of election of a land use trade-off a under the Land Use Exchange Table, the Developer shall notify the County, the Department of Commerce ("**DC**") and the Northeast Florida Regional Council ("**NEFRC**") of the election and shall provide DC, the County and NEFRC with cumulative land use totals and remaining allowable quantities.

(b) The Developer agrees to apply the conversion factor in such a manner that the result after application of the conversion factor will be no less than the minimum square footage and no more than the maximum square footage set forth below for each land use:

LAND USE	**MINIMUM**	**MAXIMUM**
Commercial	100,000 square feet	500,000 square feet
Residential	635 units	815 units
Office	20,000 square feet	100,000 square feet

(c) So long as the trade-off is consistent with the criteria contained herein and no change is made to the Master Plan, Map H, no additional DRI approvals shall be required for the trade-off. Trade-off elections shall be reported biennially as provided below.

3. **Phasing, Buildout and Expiration of DRI**. The DRI in St. Johns County shall be developed as follows:

Land Use	Phase I	Phase II
	(2000-July 16, 2026)	(July 17, 2026-July 16, 2041)
Residential	646 units	169 Units
Office	20,500 square feet	
Retail/Commercial	272,500 square feet*	100,019 square feet

*The 272,500 square feet of retail/commercial space in Phase I is allocated to parcels 27, 41, 42, 43 and 44, as depicted on the Master Development Plan [Resolutions 2008-123 and 2009-326]. Development of 32,500 square feet of Retail/Commercial uses on parcel 27 was mitigated when the Developer connected Bartram Park Boulevard to Race Track Road, at the request of the County.

The Developer, its successors and assigns, shall be permitted to develop any residential units, office square footage and retail/commercial square footage allocated to Phase I that is not constructed by July 16, 2026 following the expiration of Phase I as long as the transportation

mitigation requirements for Phase I impacts have been satisfied (which satisfaction may include the mitigation improvements being committed by the Developer, the Florida Department of Transportation ("**FDOT**") and/or the County for funding and construction) prior to the expiration of Phase I.

The projected build-out date for all development is July 5, 2042. The DRI termination and DRI Development Order expiration dates are established as July 5, 2046.

The phasing, build-out, termination and expiration dates have previously been requested pursuant to Section 252.363, Florida Statutes, and this Development Order is being updated to reflect such extensions.

The Master Plan, Map H, is depicted in **Exhibit B** attached hereto.

4. **Effective Date**. The Development Order shall take effect upon transmittal to the Department of Commerce, the Northeast Florida Regional Council and the Developer in accordance with Subsection 380.07(2), Florida Statutes.

5. **Monitoring Official.** The St. Johns County Growth Management Director shall be the local official responsible for interpretation of the DRI as relates to any portion located in St. Johns County. Interpretation of the DRI as relates to any portion located Duval County shall be the Director of Planning and Development, City of Jacksonville, Florida.

6. **Downzoning Protection.** The Bartram Park DRI as approved in this Development Order shall not be subject to downzoning or reduction of approved land uses before July 5, 2046 unless the Developer consents to such change or St. Johns County demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that the Development Order was based on substantially

inaccurate information provided by the Developer, or that the change is clearly established by St. Johns County to be essential to the public health, safety and welfare.

7. **Election Regarding Environmental Rules.** Pursuant to Section 380.06(5)(c), Florida Statutes (1999), the Developer has elected to be bound by the rules adopted pursuant to Chapters 373 and 403 in effect as of the date of this Development Order, including, but not limited to, the provisions of Section 373.414(13), Florida Statutes (1999). Such rules shall be applicable to all application for permits pursuant to those chapters which are necessary for and consistent with the development authorized in this Development Order, except that a later adopted rule shall be applicable to an application if:

(a) the later adopted rule is determined by the rule adopting agency to be essential to the public health, safety, or welfare; or

(b) the later adopted rule is adopted pursuant to Section.403.061(27), Florida Statutes; or

(c) the later adopted rule is being adopted pursuant to a subsequent enacted statutorily mandated program; or

(d) the later adopted rule is mandated in order for the state to maintain delegation of a federal program; or

(e) the later adopted rule is required by state or federal law.

Further, to qualify for the benefits of this provision, the application must be filed within five (5) years from the issuance of the original Development Order and the permit shall not be effective for more than eight (8) years from the issuance of the original Development Order. Nothing in this paragraph shall be construed to alter or change any permitting agency's authority to approve permits or to determine applicable criteria for longer periods of time.

8. **Level of Service Standards.** The Developer shall be required to meet the adopted level of service standards in the St. Johns County Comprehensive Plan and the requirements of the County's concurrency management system unless such requirements conflict with the ability to offset traffic impacts by paying the proportionate share as permitted by Section 163.3180 (12), Florida Statutes (1999), if authorized in a comprehensive plan amendment by St. Johns County. If the provisions of Section 163.3180 (12), Florida Statutes, are authorized by the Board of County Commissioners in a comprehensive plan amendment, the provisions of Section 163.3180 (12), Florida Statutes, shall be deemed to meet the provisions of the county's concurrency management system (Land Development Code Article XI). This DRI is deemed to be a Multi-Use DRI meeting the statutory provisions of Section 163.3180 (12), Florida Statutes.

9. **Biennial Reporting.** The Developer, or its successors or assigns, shall submit a biennial report on every other anniversary date of the adoption of this Development Order, beginning June 1, 2001 (submittal in odd-numbered years), until the completion of the DRI. The report shall be submitted to St. Johns County, Duval County, the Northeast Florida Regional Council, Florida Department of Commerce, the Northeast District of the Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and any other affected permit agencies. The biennial report shall address the following:

(a) A cumulative summary of all development that has taken place within the Bartram Park DRI by the land use categories listed in Chapter 28-24, Florida Administrative Code, including gross floor areas constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage), and the name of the purchaser of all parcels purchased within the Bartram Park DRI.

(b) A description of any new and/or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by Developer or governmental entity to accommodate the total existing and anticipated traffic demands.

(c) An accounting of the amount of Additional Transportation Impact Fees paid to St. Johns County for construction of homes in Duval County, within the Bartram Park DRI, as required in Special Condition 28 hereof.

(d) The Director of the St. Johns County Growth Management Department shall be the local official responsible for monitoring the development in St. Johns County for compliance by the Developer with the Development Order.

10. **Notice of Adoption.** Notice of the adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Sections 28.222 and 380.06(15)(f), Florida Statutes (1999), with the Clerk of the Circuit Court of St. Johns County, Florida. Recordation of this notice shall not constitute or provide actual or constructive notice of a lien, cloud or encumbrance of the DRI Property. The conditions of this Development Order shall run with the land and bind the successors and assigns of the Developer on the DRI Property.

11. **Application For Proposed Changes.** The Developer shall submit concurrently to St. Johns County, the Northeast Florida Regional Council and Florida Department of Commerce any applications for proposed changes to the DRI and shall comply with the requirements of Section 380.06(19), Florida Statutes (1999), concerning substantial deviations.

Applications filed which propose changes only to the Development Order conditions within St. Johns County and which only (a) change the location and/or density of land uses;

(b) affect the required mitigation for impacts other than transportation impacts; and/or (c) qualify as a non-substantial deviation under Section 380.06(19)(e)2, Florida Statutes, are not required to be reviewed by the City of Jacksonville ("**City**"). Similarly, applications filed which propose changes only to the Development Order conditions within the City and which only (a) change the location and/or density of land uses; (b) affect the required mitigation for impacts other than transportation impacts; and/or (c) qualify as a non-substantial deviation under Section 380.06(19)(e)2; are not required to be reviewed by the County. Any other proposed changes shall be reviewed by the City and the County. Further, any proposed changes determined by the reviewing local government or deemed by the Developer to constitute a substantial deviation from this Development order shall be reviewed by the City and the County. The City and the County shall provide to one another fifteen (15) days prior written notice of any final action to be taken by them with respect to requested modification to this Development Order. All resolutions adopted by the County and the City amending this Development Order shall be forwarded to the other local government's Planning Department coincident with transmittal to the DC, the NEFRC and the Developer. Notwithstanding anything contained herein to the contrary, the failure of any local government to meet the time frames set forth herein for transmittal of information to another local government shall not constitute a breach or default by the Owner or Developer as to the terms and conditions of this Development Order nor impact the validity of any modification approved by the reviewing local government. Nothing contained herein shall modify the right of review of the DEO as to any modifications of this Development Order pursuant to section 380.06(19), Florida Statutes.

12. **Limitation of Approval.** The approval granted by this Development shall not be construed to obviate the duty of the Developer to comply with all other applicable local or state permitting procedures.

SPECIAL CONDITIONS

Wetland Impacts, Wildlife, and Wetland/Upland Buffers.

13. **Wetland Impacts.** The Sale of the Preserve Property as described above pursuant to the conditions of the Agreement of Purchase and Sale between Developer and the St. Johns River Water Management District ("**SJRWMD**") shall serve as mitigation for impacts to sixteen (16) acres of wetlands within the DRI, either in Duval or St. Johns County. Any further wetlands impacts shall not exceed 200 acres total for the entire DRl (including the 16 acres which have already been mitigated); provided, however, that up to 7.67 acres of additional impact (above 200) may be located within Bartram Parcel 45. The limit of wetland impacts shall apply only to the improvements within the Bartram Park DRI boundary and shall not include wetland impacts, if any, associated with the widening of Race Track Road or construction of the canoe launch site. Wetland impacts will be mitigated through the regulatory permitting process. Wetland impacts in St. Johns County shall not exceed 12.5 acres not, including any wetland impacts associated with the widening of Race Track Road or construction of the canoe launch site. Any wetland impact in St. Johns County shall comply with the St. Johns County Comprehensive Plan and the St. Johns County Land Development Code. The wetland impacts may or may not be contiguous to one another.

14. **Wildlife.** The wildlife habitat mitigation acreage required to offset proposed development impacts within the 30.32 acres of habitat for the gopher tortoise and its commensal wildlife community. The Developer's responsibility for this mitigation shall be the contribution of $177,645 to the Florida Fish and Wildlife Conservation Commission's Regional Wildlife Habitat Land Acquisition Trust Fund within one (1) year from the effective date of the Revised Development Order. [Completed pursuant to Florida Game and Fresh Water Fish Commission Permit FLA-011]

Wildlife crossings to be installed in the locations depicted on the Master Development Plan for the companion Bartram Park Planned Unit Development and will comply with the standards of the St. Johns County Land Development Code. Type B Wildlife Crossings shall be a pre-fabricated and arched concrete structure, a corrugated pipe, or a structure of similar design with a horizontal opening width no less than 10 feet and a minimum vertical clearance of four (4) feet. At a minimum, 50 percent of the Type B Wildlife Crossings shall be located landward of the jurisdictional wetland line. Type C Wildlife Crossings shall be an at grade crossing with a traffic calming design, shall have posted speed limit signs not to exceed 35 miles per hour, and shall have signs identifying the area as a wildlife crossing.

15. **Wetland Buffers**.

(a) An averaged 50-foot (minimum 25 feet) natural vegetative buffer will be provided along all wetlands of Durbin Creek measured landward from the State wetland jurisdictional line. A 25-foot (minimum 10 feet) undisturbed upland buffer shall be provided along all contiguous wetlands measured landward from the SJRWMD wetland jurisdictional line with the exception of road crossings and other impacted areas as approved by the SJRWMD. All St. Johns County Land Development Code requirements will be followed for upland buffers and building setbacks.

(b) Wetland Crossing--An elevated bridge or some other crossing, as permitted by the St. Johns River Water Management District, shall be used to accommodate wildlife movement at Corkland Branch, a tributary of Durbin Creek. [Completed]

16. **Floodplain.** It is intended that no development will occur within the 100-year floodplain as determined on the FEMA floodplain maps, other than road crossings and very small amounts of development. Any road crossings or development within the 100-year

floodplain will be elevated or flood-proofed to a height that is at a minimum two (2) feet above the base flood elevation of the 100-year floodplain NGVD 1929.

Water and Sewer Supply.

17. Development within the Project shall occur concurrent with the provision of adequate central potable water and sewer supply meeting the adopted level of service in the St. Johns County Comprehensive Plan. Central water and sewer supply shall be provided by JEA. Pursuant to the terms of the Agreement of Purchase and Sale, the City shall at its expense, construct the infrastructure necessary to bring potable water, sanitary sewer, and electric utilities along Race Track Road to Bartram Parkway (the southern end of the north-south connector road west of I-95) within 12 months from the effective date of this Resolution. No septic tanks shall be constructed on the site. Temporary surface tanks may be used to provide sewer service to construction and marketing trailers until central sewer lines are installed.

18. Landscaped areas and other non-residential areas will be irrigated first with available stormwater until reclaimed wastewater is available on site, then such reclaimed water shall be used immediately upon availability at the site. Surficial water wells may only be used as an emergency back-up to these sources, as such use is permitted by the SJRWMD. Residential irrigation will first use reclaimed water, if found economically feasible, when available to the site, with stormwater as the backup source and groundwater used only as an emergency backup. The Developer shall conduct a feasibility study to determine the economic feasibility of reuse for residential irrigation. If determined to be economically feasible by JEA and based upon review comments by the SJRWMD, as an interim measure and until reclaimed water is available, the Developer will construct a residential and non-residential irrigation system. This system shall be

constructed to reuse standards to allow for initial use of appropriate groundwater sources and for later conversion to allow for use of reclaimed wastewater, when available.

19. Water conservation strategies, including xeriscape landscaping techniques and low-flow plumbing fixtures shall be incorporated into the construction, operation, and maintenance phases of the development, and shall be included in the covenants and deed restrictions. These conservation strategies will include the following:

(a) Drought-tolerant and xeriscape vegetation principles issued by SJRWMD shall be applied in all landscaped areas. The Developer shall strive for 50 percent such vegetation as economically and practically feasible. Landscaped areas include turf, planted vegetation, and mulch, however they do not include hardscaped areas.

(b) The Developer shall provide xeriscape/drought-tolerant literature to all future developers and residents.

(c) Utilization of only slow-release granular or organic fertilizers within common areas. All builders and property buyers will be encouraged to use xeriscape landscaping within Bartram Park and will be provided with a suggested plant list, design recommendations, maintenance and description of the xeriscape principles. The architectural review board will review all landscape plans and builder/buyer landscape options for all residential and commercial uses for utilization of such principles.

(d) The use of private irrigation wells in areas where reuse will be available is prohibited.

(e) Rain-sensors will be required for all outside irrigation.

20. Prior to site clearing or construction, the Developer shall review SJRWMD and the County's records for all recorded water wells on the DRI property and shall survey the

property for existing water wells. The Developer shall immediately report the location, depth, and diameter for each of the existing ground water wells on the property to SJRWMD and the County for their records. All other existing ground water wells and all wells discovered during the development process shall be reported immediately to the SJRWMD and the County. Floridian Aquifer wells that do not fall within the SJRWMD's specific consumptive use permitting ("CUP") requirements for non-potable water use throughout the development are prohibited. This prohibition will be set forth via recorded covenants and restrictions for future property owners. Any abandoned wells discovered prior to or during development shall be properly plugged and abandoned in accordance with SJRWMD regulations. To the extent available, the following information should be included for each well:

(a) Owner or tenant using the well

(b) Location of the well

(c) Well contractor who constructed the well

(d) Date of well construction

(e) Use of the well

(f) Status of the well (is it currently in use?)

(g) Well casing diameter(s), depths and total depth of the well

(h) Does the well free-flow or does it require pumping to remove the water from the ground

21. A Surface Water Quality Monitoring Plan attached hereto as **Exhibit D** shall be followed for the proposed development. The Surface Water Quality Monitoring Program ("SWQMP") must be approved by the Northeast District office of the DEP and shall include sites on all waterways that are connected to Florida waters. The SWQMP will be implemented on site prior to initiating construction activities to ensure adequate data collection for

establishment of background conditions. All background data will be submitted to FDEP prior to initiation of any construction activities. Monitoring data prepared in accordance with the monitoring program shall be summarized in the DRI monitoring report. If the monitoring program indicates violations of the State of Florida Water Quality Standards, in the receiving waters of the State caused by activities in the development, the Developer shall take actions to meet State standards within a reasonable time frame. The actions required addressing the identified exceedance and the time frame for implementation of the action shall be agreed upon by the NEFRPC, FDEP, and SJRWMD. Failure to implement the agreed upon action in the time frame identified will be a violation of this condition.

22. To protect the water quality of the wetlands associated with Durbin Creek, a Natural Resource of Regional Significance, the development will be limited to one boardwalk that crosses over wetlands within the project for the purpose of non-motorized boat access. The design of this boardwalk shall comply with FDEP guidelines that allow for construction with only temporary impacts. The boardwalk must be reviewed and approved by St. Johns County, and either the Northeast District FDEP or SJRWMD, and the designated agency responsible for managing the Julington/Durbin Creek Peninsula preservation area. The requirements of the Development Order to protect the water quality of the wetlands associated with Durbin Creek have been completed.

Stormwater Management.

23. Development within the Project shall proceed concurrently with a contiguous, functioning, permitted management and storage of surface waters system. The Project shall meet the adopted drainage level of service standard in the County's Comprehensive Plan. All stormwater discharge to Julington or Durbin Creek or their tributaries shall be treated prior to discharge.

Solid Waste.

24. The Project shall meet the level of service standard established in the St. Johns County Comprehensive Plan 2025.

25. The Project shall participate in the St. Johns County recycling program.

Transportation.

26. Mitigation costs for mass transit and roads for the development which is approved by this development have been deemed to be those as specifically set forth in the attached in the Transportation Mitigation Summary attached hereto as **Exhibit E**. The Developer shall mitigate for such impacts in the following manner:

27. I-95/State Road 9B Interchange Contribution.

No later than six (6) months from the effective date of this Development Order or 60 days after the Developer takes title to the property, whichever comes first, Developer shall donate to the FDOT 204 acres at the intersection of I-95 and the proposed 9B interchange as further depicted on the Master Plan at **Exhibit B**. Such land shall have a restriction in the deed that it shall be used for an interchange or other road project of FDOT. At the same time as the donation of the 204 acres, Developer shall donate an amount not to exceed 25 acres on the DRI site at a location mutually agreed upon by Developer and FDOT for the purpose of storm water retention for the interchange. [Completed]

28. Race Track Road.

(a) U.S. 1 to Bartram Springs Parkway. No later than 30 months from the effective date of the Development Order, Developer shall commence construction of the four-laning of Race Track Road from U.S. 1 (including all necessary at-grade intersection improvements at the U.S. 1/Race Track Road intersection) to the Bartram Springs Parkway

entrance into the single-family development between parcels 41 and 42, as depicted on the Master Plan. [Completed]

(b) Bartram Park Boulevard to Bartram Springs Parkway (East Segment of Race Track Road). The Developer has funded/obtained funding for the construction of the four-laning of Race Track Road from Bartram Park Boulevard to Bartram Springs Parkway, including the I-95 bridge/flyover (the "**East Segment**"). More specifically, the Developer funded approximately Three Million Six Hundred Eighty-Eight Thousand Eight Hundred Twenty-Eight and 23/100 Dollars ($3,688,828.23) of the cost of the portion of the East Segment between Bartram Park Boulevard and East Peyton Parkway (the "**BTB/EPP Section of the East Segment**"), and the City of Jacksonville paid approximately Ten Million Six Hundred Eighty-One Thousand Two Hundred Fifty and No/100 Dollars ($10,681,250.00) for such segment. FDOT has agreed to fund the portion of the East Segment between East Peyton Parkway and Bartram Springs Parkway as part of FDOT's widening of Interstate 95. Because the Developer has caused the construction of the East Segment as described in this paragraph, the Developer shall be permitted to commence development of parcel 32 (located in St. Johns County) and parcels 28, 29, 30 and 31 (located in Duval County), as depicted on the Master Development Plan. The Developer has donated to St. Johns County approximately 13.42 acres for the East Segment [Complete]. The Developer shall receive St. Johns County impact fee credits for the donation of right-of-way for the East Segment (the value of the credits is approximately One Million Nine Hundred Sixty-Two Thousand Seven Hundred Ninety-Seven Dollars ($1,962,797.00). The Developer shall also receive St. Johns County impact fee credits for the BTB/EPP Section of the East Segment in the amount of Three Million Six Hundred Eighty-Eight

Thousand Eight Hundred Twenty-Eight and 23/100 Dollars ($3,688,828.23). Developer has contributed construction plans for the East Segment to the County [Complete].

(c) Bartram Park Boulevard to St. Johns Parkway (West Segment to Race Track Road). The Developer, its successors or assigns, has paid to St. Johns County Four Million Dollars ($4,000,000.00) for the construction of Section 1 of the west segment of Race Track Road (the "**West Segment**"). The aforementioned contribution equaled the actual cost of constructing Section 1. In addition, the Developer, its successors or assigns, shall pay to St. Johns County Seven Thousand Five Hundred Dollars ($7,500.00) per single-family unit in transportation proportionate share payment (the "**Race Track Construction Contribution**") for no fewer than 578 single-family units (for a total of Four Million Three Hundred Thirty-Five Thousand Dollars ($4,335,000.00)) proposed to be constructed on Duval County parcels 49 and 50, as depicted on the Master Development Plan (Map H), for the County's construction of Sections 1, 2 and 3 of the West Segment, as depicted on **Exhibit F**. If the Developer converts the 111 single-family units located on parcel 50 in Duval County to multi-family units, the Developer will still be required to pay total Race Track Construction Contribution of Impact Fees of Eight Hundred Thirty-Two Thousand Five Hundred Dollars ($832,500.00) for parcel 50, which sum shall be paid to the County on a per-unit basis. The Race Track Construction Contribution for each unit will be placed into escrow with the Developer when a building permit is obtained from Duval County for such unit. The Developer will pay the total Race Track Construction Contributions collected during each calendar quarter to St. Johns County within 30 days from the beginning of the subsequent calendar quarter. St. Johns County will hold all Race Track Construction Contributions in escrow for the sole purpose of widening the West Segment of Race Track Road. To ensure the Developer's compliance with this Condition 28(c), the

Developer will record a deed restriction against title to all lots within tracts 49 and 50 requiring collection of the Race Track Construction Contribution be paid to Developer at the first closing of each home within said tracts, if a contribution has not already been paid for such lot. The Developer has donated to St. Johns County approximately 23.47 acres, as shown on **Exhibit F** attached) for the West Segment. The Developer shall receive St. Johns County impact fee credits for the donation of right-of-way for the West Segment (the value of the credits is approximately Three Million Four Hundred Thirty-Three Thousand Two Hundred Fifty-Two Dollars ($3,433,252.00). Developer has contributed its existing construction plans for the West Segment to the County. [West Segment Contribution Completed]

(d) Connection of Bartram Park Boulevard to Race Track Road. Construction of the final segment of Bartram Park Boulevard from its existing terminus to Race Track Road shall be commenced on or before June 2006 and shall be completed no later than June 2007. [Completed]

(e) Right-of-Way Donation/Impact Fees and Credits. The Developer shall be given credit for the dedication of right-of-way for Race Track Road, as set forth in **Exhibit E**, dollar for dollar, against the $7,961,998 required as the Additional Transportation Contribution. As set forth in **Exhibit E**, the Developer has contributed right-of-way for Race Track Road valued at Nine Million Eight Hundred Forty-One Thousand Nine Hundred Twenty Nine Dollars ($9,841,929.00), in Year 2000 dollars Thus, the Developer has satisfied the payment of the Additional Transportation Contribution. In addition, the Developer shall receive a credit against county transportation impact fees for the value of the previously donated right-of-way pursuant to the impact fee ordinance. St. Johns County agrees to acquire at its cost lands in St. Johns County needed to obtain sufficient right-of-way for the East Segment in excess of lands to be

contributed by Developer ("**Required Right-of-Way**") in order to widen the East Segment and to construct stormwater ponds [Complete].

(f) Proportionate Share. The Developer shall receive a credit against the proportionate share of $13,538,645, as calculated pursuant to **Exhibit E**. If the total is less than $13,538,645, Developer will pay the difference in cash in year 2000 dollars, to the City of Jacksonville and St. Johns County in proportion to the costs of the Race Track Road improvements allocated to each county as fulfillment of this condition. The Developer acknowledges that any Impact Fee Credit Agreement with St. Johns County shall only permit credits for improvements made in St. Johns County or sums paid to St. Johns County and not for any sums paid to Duval County; provided, however, if at the time of payment for this improvement, the cost, including the value of the right-of-way, is greater than $13,538,645, Developer shall have the right in subsequent changes to the Development Order to request credit for the difference in the estimated cost and actual cost against the Additional Transportation Contribution (as defined below). The improvements to Race Track Road and the donation of Race Track Road right-of-way shall be deemed to satisfy all DRI transportation mitigation requirements of St. Johns County. [Satisfied]

29. Duval County-St. Augustine Road.

Within thirty (30) days of the date that the City issues a Notice of Commencement for the six-laning (from 4 to 6 lanes) of St. Augustine Road adjacent to the northern boundary of the project but no later than the commencement of any development within Phase II:

(a) Developer shall pay to the City the amount of $1,000,000 to be used for the six-laning (from 4 to 6 lanes) of St. Augustine Road from the westernmost entrance of Bartram Park onto St. Augustine Road to I-95; provided, however, no such payment shall be due

any earlier than twelve (12) months from the effective date of the Development Order; and [Completed]

(b) Developer shall convey right-of-way consisting of 4.8 acres adjacent to the northern boundary of Bartram Park for the six-laning of St. Augustine Road. [Completed]

Additional Transportation Contribution

30. Prior to the commencement of Phase II, Developer shall contribute $7,961,998 (in year 2000 dollars to be adjusted by U.S. Government issued annual inflation factors until the commitment is discharged and as may be adjusted due to additional right-of-way contributed as described in subsection 28(4))(the "**Additional Transportation Contribution**") to the appropriate entity for improvements to be made to significant roadways impacted by the development. Such improvements will be identified in a Notice of Proposed Change to be filed and approved prior to the commencement of Phase II. Additional Transportation Contributions have been satisfied by the Completed ROW Contributions and the Future ROW Contributions.

Project Development Environmental Study

31. No later than six (6) months from the effective date of the Development Order, Developer shall initiate, at its cost, a Project Development and Environmental Study ("**PD&E**") for a new interchange to be located at the southward extension of State Road 9B from I-95 and the East West Parkway, as proposed by the FDOT. The westward extension of this interchange will be a realigned segment of Race Track Road. This study will be conducted in accordance with FDOT's most current PD&E manual, and it will result in an approved environmental document. The Developer shall coordinate this study and the conceptual design of the new interchange with FDOT, the City of Jacksonville, St. Johns County, TPO, and any other directly affected developers/property owners. [Developer has completed study/Obligation satisfied]

Additional Transportation Provisions.

32. Except as provided elsewhere in this Development Order, costs of mitigation shall be a credit against impact fees, fair share or proportionate share contributions required by St. Johns County in accordance with the applicable St. Johns County ordinance(s).

33. Developer, its successors and assigns, shall have the right to expand and drain into stormwater retention ponds located within the boundaries of the DRI which are presently used by the FDOT, as approved by FDOT.

34. Developer shall design the project to accommodate public transit and shall work with the Jacksonville Transit Authority as necessary to coordinate this development with any plans to extend transit to the project and to St. Johns County. In addition, the Developer shall coordinate with the TPO in promoting ridesharing, van pooling and other transportation demand management strategies. Any effort shall be coordinated with other major developments in this area of the region and shall be consistent with any recommendations included in the St. Johns County Northwest Sector Plan addressing transit and transportation demand management strategies. Any efforts to promote transit and transportation demand management shall be included in the Bartram Park Monitoring Report.

35. Developer shall be responsible for the full costs of all intersection improvements, including but not limited to, signalization, turn lanes, deceleration and acceleration lanes, etc., necessary to provide access to the Bartram Park DRI as determined by the appropriate review agency. The design of the access improvements shall be approved by the appropriate review agency.

36. Developer shall diligently work with Florida East Coast Railroad ("**FEC**") in an effort to establish a crossing across the FEC railroad to U.S. 1 to provide access to development

west of the railroad. All efforts made in establishing the access onto U.S. 1 shall be documented in the biennial Monitoring Reports.

37. Compliance with the requirements of the Transportation Section of the Development Order have been satisfied.

Air Quality

38. The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:

(a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;

(b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;

(c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and

(d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.

Community Services/Fire Protection

39. In order for Developer to construct the widening of Race Track Road, the Developer shall donate to St. Johns County parcel 46 (not to exceed 3.02 acres), as depicted on the Master Development Plan, for use as a site for drainage and/or stormwater pond(s) for the road widening. The deed of conveyance shall contain covenants, restrictions and easements insuring that the property will be used for its intended purpose. The value of the donation will be determined by an appraisal to be performed at the time the Developer asserts its right to repurchase the site pursuant to the terms and conditions of this section. [Completed]

40. All structures greater than 35 feet in height within Bartram Park shall be protected with an automatic sprinkling system designed and installed in accordance with all applicable fire and building codes.

41. Impact fee credits shall be allowed for the donation of the land for the community services site in accordance with the applicable County impact fee ordinance. The total value of the site shall be applied against required impact fees for fire, police and emergency services.

Recreation and Open Space

42. The Developer shall create a two (2)-acre canoe access park, in the location depicted on the Master Development Plan, Map H. The park shall have a natural graded parking area with a cleared trail and elevated walkway over the wetlands as necessary from the parking area to the canoe launch and take out area. The Developer will commence the canoe access improvements within three (3) years of the commencement of construction of commercial space on Tract 27. [Completed]

43. Bartram Parkway is the north-south spine road bisecting the portion of the DRI located west of Interstate 95. A linear park and trail will be constructed parallel to Bartram Parkway from Old St. Augustine Road to Race Track Road. The Linear Park will be at least 20 feet wide and will include a twelve-(12)-foot-wide hard surface path for public pedestrian use, together with benches and other resting areas interspersed throughout. Such Linear Park will be constructed within the same time frame as the Bartram Parkway is constructed [Complete].

Those recreational components of the project will be located in Duval County are further described in the Duval County Development Order. The St Johns County portion of the recreation and open space requirements of the Development Order have been completed.

44. The Developer shall provide an averaged 30-foot scenic edge adjacent to commercial and office uses along Race Track Road and an averaged 75-foot scenic edge adjacent to residential uses along Race Track Road.

Education

45. To mitigate for educational impacts to the St. Johns County School District associated with the changes approved in NOPC Resolution 2006-175, which impacts were not contemplated in the original Development Order, Developer agreed to pay to the St. Johns County School District the mitigation sum of Eight Thousand Thirteen and No/100 Dollars ($8,013.00), plus the general school impact fee due pursuant to County ordinance (which mitigation sum and impact fee are collectively referred to as the "**Original School Mitigation**"), for each of the 367 residential units (the "**Original Units**") approved in Resolution 2006-175. The Original School Mitigation shall be paid for each of the Original Units prior to the application for the building permit for the applicable unit. After the Original School Mitigation is paid for the Original Units, the Developer shall pay to the School District the amount of Eighteen Thousand Six Hundred Eighty-Two and No/100 Dollars ($18,682.00) (the "**Second School Mitigation**") for each of the additional 280 residential units approved by the County in NOPC Resolution 2014-92 (the "**Second Units**"). The Second School Mitigation will be paid as follows:

(a) $12,610 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(b) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

After the Original School Mitigation is paid for the Original Units and the Second School Mitigation is paid for the Second Units, the Developer shall pay to the School District the amount of $19,256 (the "**Third School Mitigation**") for each of the additional 30 residential units approved by the County in St. Johns County Resolution No. 2019-166 (the "**Third Units**"). The Third School Mitigation will be paid as follows:

(1) $13,184 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(2) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

After the Original School Mitigation is paid for the Original Units and the Second School Mitigation is paid for the Second Units, the Developer shall pay to the School District the amount of $19,256 (the "Third School Mitigation") for each of the additional 30 residential units approved by the County in NOPC Resolution 2019-___ (the "Third Units"). The Third School Mitigation will be paid as follows:

(a) $13,184 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of

residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(b) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

As consideration for the Developer's payment of the Second School Mitigation and the Third School Mitigation specified herein, the County shall provide a dollar for dollar credit for all proportionate share mitigation payments paid pursuant to this Development Order toward any school impact fee or exaction imposed by ordinance of the County for the same need, but in no event shall the Second School Mitigation be less than $18,682 for each of the Second Units or the Third School Mitigation be less than $19,256 for each of the Third Units.

The Original School Mitigation, the Second School Mitigation and the Third School Mitigation as set forth in the Development Order have all been satisfied by the Developer.

The Developer shall pay to the School District the amount of Three Hundred Twenty-Nine Thousand Eight Hundred Sixty and No/100 Dollars ($329,860.00), or One Thousand Eight Hundred Thirty-Three and No/100 Dollars ($1,833.00) per dwelling unit, (the "**Fourth School Mitigation**") for each of the additional 180 residential units approved by the County in St. Johns County Resolution No. 2026-___ (the "**Fourth Units**"). The Fourth School Mitigation will be paid as follows:

(a) One Thousand Eight Hundred Thirty-Three and No/100 Dollars ($1,833.00) per dwelling unit (collectively, the "**Proportionate Share Payment**") shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each

segment or phase of residential development within the applicable parcel or parcels. This Proportionate Share Payment shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels.

Impact Fees

46. Impact fee credits towards any present or future impact fees that may be adopted by St. Johns County shall be allowed for any contribution of land, money (including, but not limited to, "fair share contributions") or improvements made by the Developer or the Community Development District, as the case may be, for public facilities pursuant to the guidelines stipulated in Section 380.06(16), Florida Statutes, and St. Johns County Impact Fee ordinances 87-57, 87-58, 8759 and 87-60, as they may be amended. The Developer proposes and the County agrees that, in the event that any contributions of land, money (including proportionate share or fair share payments), or improvements funded or constructed with funds from a community development district are required by then current law to give rise to impact fee credits to the community development district, then such impact fee credit shall be established in the name of the community development district.

Community Development District

47. The Developer has indicated that it may form one or more Community Development Districts within the DRI pursuant to Chapter 190, Florida Statutes (1999). Nothing in this section shall be construed as approval or consent by the County to the establishment of the Community Development District by the Developer pursuant to Chapter 190, Florida Statutes, and 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 the Developer. Any Community Development District for Bartram Park approved pursuant to

Chapter 190, Florida Statutes (1999), 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 Development Order and any other project required or authorized by this Development Order. Construction or funding by any such Community Development District of all such projects within or without the boundaries of the Community Development District required by this Development Order or necessary to serve the development approved by this Development Order is expressly approved. If the Developer is required by this Development Order to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections190.012(1) and (2) Florida Statutes (1999), then the Community Development District independently may satisfy such obligations. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation. The Developer proposes and the County agrees that, in the event that any contributions of land, money (including "fair share payments"), or improvements funded or constructed with funds from a Community Development District are required by then current law to give rise to impact fee credits to the Community Development District, then such impact fee credits shall be established in the name of the Community Development District.

Hurricane Evacuation

48. Access to the southeast quadrant onto Race Track Road shall be adequately designed to facilitate emergency evacuation. The Developer will design the main access as a four-lane entranceway, and shall explore the potential for an entrance onto U.S. 1.

Silviculture

49. St. Johns County hereby acknowledges that the property which is the subject of this Development Order is presently being utilized in an on-going silviculture operation. Nothing in this Development Order shall be deemed to prohibit such silviculture practices. The silviculture operation shall continue until such time as the Developer commences development of that portion of the property. However, silviculture shall be prohibited in that portion of property which consists of wetland areas to be preserved and those areas immediately adjacent to wetlands which will be used as buffers to the wetland areas.

Historical and Archeological Sites

50. Should any regionally significant historical and archaeological resources by discovered in the course of development, the developer shall immediately notify the Division of Historical resources. No disruption of the findings shall be permitted until the investigation is complete and the Division of Historical Resources has rendered a recommendation which will be binding to the Developer.

Notices

Any and all notices required or allowed to be given to the Developer shall also be mailed or delivered to the Authorized Agent or his successors in office as follows:

Developer
J. Thomas Dodson, Jr.
700 Ponte Vedra Lake Boulevard
Ponte Vedra, Florida 32082
Phone (904) 280-7100

Authorized Agent
Ellen Avery-Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200

St. Augustine, Florida 32086
Phone (904) 825-1615

Validity of Development Order

In the event that a portion of this Development Order is determined to be invalid by a court of competent jurisdiction as applied to any persons or circumstances, such portions or sections shall remain in full force and effect as to all other persons or circumstances, and the remaining portions or sections of this development order not affected by such judicial determination shall remain in full force and effect as to all persons and circumstances.

RENDITION

Within 10 days of the adoption of this Development Order, St. Johns County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to the Florida Department of Economic Opportunity, Bureau of Community Planning & Development and the Developer.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS- COUNTY, FLORIDA, THIS ____, DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Clay Murphy, Chair

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

By: _____
Deputy Clerk

Adopted Regular meeting _____, 2026
Effective:_____, 2026

Exhibit List

Exhibit A. Legal Description of Total DRI Property

Exhibit B. Master Plan Map H

Exhibit C. Land Use Exchange Table

Exhibit D. Surface Water Quality Monitoring Plan

Exhibit E. Transportation Mitigation Schedule

Exhibit F. Race Track Road Segments

Exhibit A

Legal Description of Total DRI Property

Parcel 1

A portion of Sections 21, 22, 23, 24, 25, 26, 27 and 28, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows: BEGIN at the Southwest corner of Section 19, said Township 4 South, Range 28 East, Duval County, Florida; thence North 00º43'10" West, along the West line of Section 19, also being the East line of said Section 24, a distance 2283.20 feet to the Southwesterly right-of-way line of that particular service road of St. Augustine Road (also known as Loretto Road and County Road No. 1 as shown on the right-of-way map of Interstate Highway 95 as per Florida State Road Department Right-of-Way Map Section 72280-2403, dated 4-1-64), thence run the following seven (7) courses and distances along said Southwesterly right-of-way line: COURSE NO. 1: North 40º25'29" West, a distance of 308.50 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 2: Northwesterly along and around the arc of said curve concave Northeasterly and having a radius of 11675.16 feet, an arc distance of 470.56 feet, said arc being subtended by a chord bearing and distance of North 39º18'56" West, 470.53 feet to the point of reverse curvature of a curve leading Westerly; COURSE NO. 3: Westerly along and around the arc of said curve concave Southwesterly and having a radius of 67.00 feet, an arc distance of 52.98 feet, said arc being subtended by a chord bearing and distance of North 60º46'23" West, 51.61 feet to the point of tangency of said curve; COURSE NO. 4: North 83º25'56" West, 937.42 feet to the point of curvature of a curve leading Westerly; COURSE NO. 5: Westerly along and around the arc of said curve concave Northerly and having a radius of 2990.79 feet, an arc distance of 165.51 feet, said arc being subtended by a chord bearing and distance of North 81º50'49" West, 165.49 feet to the point of compound curvature of a curve leading Northwesterly; COURSE NO. 6: Northwesterly along and around the arc of said curve concave Northeasterly and having a radius of 83.00 feet, an arc distance of 93.77 feet, said arc being subtended by a chord bearing and distance of North 47º38'25" West, 88.87 feet; COURSE NO. 7: North 87º15'14" West, a distance of 171.09 feet to the Southerly right-of-way line of said St. Augustine Road (a 100 foot right-of-way as now established); thence North 78º34'10" West, along last said line 2670.79 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of said curve and continuing along said right-of-way line of St. Augustine Road being concave Northeasterly and having a radius of 5779.58, an arc distance of 483.35 feet, said arc being subtended by a chord bearing and distance of North 76º10'25" West, 483.21 feet, to the point of tangency of said curve, said point of tangency hereinafter referred to as Reference Point A; thence return to the Point of Beginning; thence South 01º04'30" East along the East line of said Section 25, also being the West line of Section 30, 4840 feet more or less, to the Northerly edge of the waters/mean high water line of Durbin Creek; thence Westerly along the Northerly edge of waters/mean high water line of Durbin Creek, 21,800 feet, more or less, to an intersection with the Southerly edge of the waters/mean high water line of the North fork of Julington Creek; thence Easterly along the Southerly edge of the waters/mean high water line of the North Fork of Julington Creek, 17,300 feet, more or less, to an intersection with the aforementioned Southerly right-of-way line of St. Augustine Road, said right-of-way line bearing North 73º48'40" West, from aforesaid Reference Point A: thence South 73º48'40" East along last said line, 146 feet more or less to said Reference Point A and to close.

LESS AND EXCEPT that portion of the Northeast ¼ of Section 23, Township 4 South, Range 27 East, Duval County, Florida lying Southeasterly of the Southerly waters edge/Mean High Water Line of the North Fork or Julington Creek. All of Tract "A" as shown on plat of Julington Country Club Estates Replat, as recorded in Plat Book 28, Pages 41 through 41B inclusive of the Current Public Records of Duval County, Florida, also being that portion of the West ½ of the Southeast ¼ of said Section 23, Township 4 South, Range 27 East, said Duval County, Lying Southeasterly of the Southerly waters edge/Mean High Water Line of the North Fork of Julington Creek. That portion of Sections 35 and 36, Township 4 South, Range 27 East, Duval County, Florida, lying Northerly of the Northerly waters edge/Mean High Water Line of Durbin Creek. That portion of the Northwest ¼ of Section 26, Township 4 South, Range 27 East, Duval County, Florida, lying Southerly of the Southerly waters edge/Mean High Water Line of the North fork of Julington Creek.

Parcel 2

A portion of Sections 19 and 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows: BEGIN at the Southwest corner of said Section 19; thence North 00º43'10" West along the West line of said Section 19, a distance of 2386.51 feet, to the Southwesterly right-of-way line of Interstate Highway 95 (a 300 foot right-of-way as now established per SRD Right-of-Way Map Section 72280-2403, dated 4-1-64); thence South 40º25'29" East, along said Southwesterly right-of-way line, 6810.39 feet to the Southerly line of those lands described and recorded in Official Records Volume 1150, Page 289 of the Current Public Records of said Duval County, Florida; thence North 88º12'39" West, along last said line, 4338.36 feet to the West line of aforesaid Section 30; thence North 01º04'30" West, along the West line of said Section 30, a distance of 2663.17 feet to the POINT OF BEGINNING.

Being subject to those certain Borrow Pit Easements Number Three and Number Seven, as described and recorded in Official Records Volume 2336, Page 592. Being subject to a 150 foot Jacksonville Electric Authority Right-of-Way, being described and recorded in Official Records Volume 2207, Page 109, all being of the Current Public Records of Duval County, Florida. Being subject to a 60 foot drainage easement as described and recorded in Official Records Volume 1150, Page 291.

Parcel 3

A portion of Section 29, 20, 31 and 32, Township 4 South, also a portion of Sections 5 and 6, Township 5 South, all lying in Range 28 East, Duval County and St. Johns County, Florida and being more particularly described as follows: COMMENCE at the Northwest corner of said Section 30; thence South 01º04'30" East, along the West line of said Section 30, also being the West line of a 150 foot JEA right-of-way as per the City Map Drawing No. T98-89, also being the East line of Section 25, Township 4 South, Range 27 East, a distance of 2663.17 feet to the Southwest corner of Government Lot 2, said Section 30, also being the Southerly line of those lands described and recorded in Official Records Volume 1150, Page 289 of the Current Public Records of Duval County, Florida and the POINT OF BEGINNING; thense South 01º04'30" East, continuing along the West line of said Section 30, also being the West line of Government

Lots 3 and 4, said Section 30, and the East line of said Section 25, a distance of 2617.26 feet to the Southwest corner of Government Lot 4, said Section 30, also being the South line of said Section 30; thence South 87º32'13" East along the last said line, 1189.99 feet to the northwest corner of the West ½ of the Northwest ¼ of said Section 31 and a point hereinafter referred to as Reference Point "A"; thence continue along the North line of said West ½ of the Northwest ¼, South 87º32'13" East, a distance of 1337.32 feet to the Northeast corner of said West ½ of the Northwest ¼: thence South 00º19'49" East along the Easterly line of said West ½ of the Northwest ¼, a distance of 2681.19 feet to a point hereinafter referred to as Reference Point "B"; thence return to the POINT OF BEGINNING; thence from the POINT OF BEGINNING; South 88º12'39" East along said Southerly line of those lands described and recorded in Official Records Volume 1150, Page 289 of said Current Public Records, a distance of 4339.40 feet to the Southwesterly right-of-way line of Interstate Highway 95 (a 300 foot right-of-way as per Florida SRD Right-of-Way Map Section 72280-2403, dated 4-1-64); thence run the following two (2) courses and distances along said Southwesterly right-of-way line; COURSE NO.1: South 40º25'29" East, 10,236.24 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 2: Southeasterly along and around the arc of said curve concave Southwesterly, having a radius of 7489.44 feet, an arc distance of 441.46 feet, said arc being subtended by a chord bearing and distance of South 40º09'49" East, 441.40 feet to the revised right-of-way line of Race Track Road as shown on the SRD Right-of Way Map for Interstate 95, State Road No. 9, Section 78080-2403 Sheet 7 of 8; thence run the following three (3) courses and distance along the last said line; COURSE NO. 1: South 86º17'29" West, 332.90 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 2: Northwesterly along and around the arc of said curve concave Northeasterly, having a radius of 1859.86 feet, an arc distance of 340.77 feet, said arc being subtended by a chord bearing ad distance of North 80º09'59" West, 340.29 feet; COURSE NO. 3: South 15º01'57" West, 17.00 feet to the Northerly right-of-way line of Race Track Road (a 66 foot right-of-way as per monumentation and local recognition); thence run the following five (5) courses and distances along the last said right-of-way line; COURSE NO. 1: Northwesterly along and around the arc of a curve concave Northeasterly, having a radius of 1876.86 feet, an arc distance of 405.48 feet, said arc being subtended by a chord bearing and distance of North 68º45'14" West, 404.69 feet to the point of tangency of said curve; COURSE NO. 2: North 63º58'45" West, 64.69 feel to the point of curvature of a curve leading Northwesterly; COURSE NO. 3: Northwesterly along and around the arc of said curve concave Southwesterly, having a radius of 2897.63 feet, an arc distance of 1289.62 feet, said arc being subtended by a chord bearing and distance of North 76º01'01" West, 1279.00 feet to the point of tangency of said curve; COURSE NO. 4: North 88º46'01" West, 720.95 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 5: Southwesterly along an around the arc of a said curve concave Southeasterly, having a radius of 1179.09 feet, an arc distance of 163.68 feet, said arc being subtended by a chord bearing and distance of South 88º22'35" West, 163.55 feet to the Easterly line of those lands described in Official Records Volume 5528, Page 680 of said Current Public Records of Duval County; thence Northwesterly, Southwesterly and Southeasterly along the Easterly, Northerly and Westerly lines of said lands described and recorded in said Official Records Volume 5528, Page 680, run the following three courses and distances; COURSE NO. 1: North 01º18'30" West, 1093.91 feet; COURSE NO. 2: South 87º49'09" West, 336.90 feet; COURSE NO. 3: South 01º16'44" East, 709.13 feet to the Northerly line of those lands recorded in Official Records Volume 6335, Page 934 of said Current Public Records; thence South 88º12'20" West, along the last said line, 1017.24 feet to

the West line of said lands described and recorded in Official Records Volume 6335, Page 934; thence South 01º04'01" East, along the last said line, 434.35 feet, to the Northeast corner of aforesaid Section 6; thence South 01º51'26" East, along the East line of Section 6, a distance of 287.56 feet to aforesaid Northerly right-of-way line of Race Track Road; (a 66 foot right-of-way as per monumentation and local recognition); thence run the following four (4) courses and distances along the last said right-of-way line; COURSE NO. 1: Southwesterly along and around the arc of a curve Southeasterly, having a radius of 1178.80 feet; an arc distance of 307.81 feet, said arc being subtended by a chord bearing and distance of South 50º28'42" West, 306.94 feet to the point of tangency of said curve; COURSE NO. 2: South 43º04'24" West, 1765.07 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 3: Southwesterly along and around the arc of said curve concave Northwesterly, having a radius of 539.77 feet, an arc distance of 632.14 feet, said arc being subtended by a chord bearing and distance of South 76º04'46" West, 596.63 feet to the point of tangency of said curve; COURSE NO. 4: North 70º22'22" West, 674.96 feet to Westerly line of the Northeast ¼ of said Section 6; thence North 02º15'28" West, along the last said line, 1654.20 feet to the Northerly line of said Section 6; thence North 89º14'24" East, along said Northerly line of Section 6, 196 feet more or less to the centerline or run of Durbin Creek; thence Northwesterly along said centerline or run, 2600 feet more or less to the South line of East ½ of the Northwest ¼ of said Section 31, said line bearing South 87º32'06" East, from aforesaid Reference Point "B"; thence North 87º32'06" West, along the last said line and along the Westerly boundary of those lands described and recorded in official Records Volume 4717, Page 8 of the current Public Records of said Duval County, 1010 feet more or less to said Reference Point "B"; thence North 00º19'49" West, along the West line of the East ½ of the Northwest ¼ of said Section 31, also being the Easterly boundary of said lands described and recorded in Official Records Volume 4717, Page 8 of said Current Public Records of Duval County, 2260 feet more or less to the Northerly edge of water/Mean High Water Line of said Durbin Creek; thence Northwesterly along the Northerly waters edge/Mean High Water Line of said Durbin Creek, 1999 feet more or less to the South line of said Section 30, said line bearing South 87º32'13" East from aforesaid Reference Point "A"; thence North 87º32'13" West, along the last said line, 460 feet more or less to said Reference Point "A"; thence North 00º03'02" West along the West line of the West ¼ of the Southwest ¼ of said Section 30, a distance of 360 feet more or less to the Northerly edge of water/Mean High Water Line of said Durbin Creek; thence Westerly along said waters edge/Mean High Water Line of said Durbin Creek; thence Westerly along said waters edge/Mean High Water Line of said Durbin Creek, 1200 feet more or less to the West line of Section 30; thence North 01º04'30" West, along the last said line, 2180 feet more or less to the POINT OF BEGINNING.

SUBJECT TO:

Those particular borrow pit easements No. 1 and No. 2 as described and recorded in Official Records Volume 2346, Page 137 of the Current Public Records of Duval County, Florida. A 60 foot drainage easement as described and recorded in Official Records Volume 1150, Page 291 of the Current Public Records of Duval County, Florida.

(CEMETERY)
LESS AND EXCEPT:
A portion of Section 6, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of said Section 6; thence South 01º51'26" East, along the Easterly line of said Section 6, 287.56 feet; thence run the following two (2) courses and distances along the Northerly right-of-way line of Race Track Road (a 66 foot right-of-way as per monumentation and local recognition); COURSE NO. 1: Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 1178.80 feet, an arc distance of 307.81 feet, said arc being subtended by a chord bearing and distance of South 50º28'42" West, 306.94 feet to the point of tangency of said curve; COURSE NO. 2: South 43º04'24" West, 1065.28 feet; thence North 07º56'21" West, a distance of 560.47 feet to the POINT OF BEGINNING; thence North 08º16'29" West, a distance of 211.13 feet; thence North 83º0148" East, a distance of 211.73 feet; thence South 08º15'53" East, a distance of 212.06 feet; thence South 83º16'55" West, a distance of 211.72 feet to the POINT OF BEGINNING.

Parcel 4

A portion of Sections 28, 29, 30, 32, 33, 34 and a portion of the Christopher Minchen Grant, Section 48 and a portion of Sections 4, 5 and 47, all being in Township 5 South, Range 28 East, all of the above lands being in Duval and St. Johns County, Florida and being more particularly described as follows: BEGIN at the intersection of the South line of the Northwest one-quarter of aforesaid Section 28, Township 4 South, Range 28 east, also being the Southerly line of those lands described and recorded in Official Records Volume 5805, Page 1072 of the Current Public Records of Duval County, Florida, with the Southwesterly right-of-way line of the Florida East Coast Railway (a 100 foot right-of-way as now established and shown on the FEC Right-of-Way Map dated December 31, 1927); thence South 41º00'03" East, along said Southwesterly right-of-way line, 1203.27 feet to the Westerly line of the East one-quarter of the Northwest ¼ of the Southwest ¼ of said Section 28, Township 4 South, Range 28 East; thence South 00º58'20" East, along last said line, 425.24 feet to the Southerly line of the Northwest ¼ of the Southwest ¼ of Said Section 28; thence North 88º54'55" East, along last said line 356.59 feet to the Southwesterly right-of-way line of said Florida East Coast Railroad Right-of-Way; thence South 41º00'03" East along said Southwesterly right-of-way line, 8140.06 feet to the Southerly line of aforesaid Christopher Minchen Grant Section 48, Township 4 South, Range 28 East; thence South 70º27'06" West, along last said line, 518 feet to the Northerly right-of-way line of Race Track Road (a 66 foot right-of-way as per monumentation and local recognition); thence South 88º44'58" West, along said Northerly right-of-way line, 137.78 feet to the point of curvature of a curve to the left; thence continuing along said Northerly right-of-way line of Race Track Road and along the arc of a curve concave Southeasterly, and having a radius of 1465.87 feet, an arc distance of 554.44 feet, said arc being subtended by a chord bearing and distance of South 78º37'46" West, 551.54 feet to an intersection with the Westerly line of aforesaid Section 47, Township 5 South, Range 28 East; thence North 20º49'35" West along Westerly line of said Section 47 and along the Westerly line of aforementioned Christopher Minchen Grant, Section 48, 187.52 feet to an intersection of said Westerly line of Section 48 with the Easterly line of aforesaid Section 33, Township 4 South, Range 28 East; thence South 00º47'10" West, along the easterly line of said Section 33 and along the Easterly line of aforesaid Section 4, Township 5

South, Range 28 East, 205.70 feet Southwesterly and Westerly along the Northerly right-of-way line of said Race Track Road run the following four courses and distances: COURSE NO. 1: Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 1465.87 feet, an arc distance of 334.17 feet, said arc being subtended by a chord bearing and distance of South 58º22'53" West, 333.45 feet to the point of tangency of said curve; COURSE NO. 2: South 51º47'52" West, 189.87 feet to the point of curvature to the right; COURSE NO. 3: Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 1399.26 feet, an arc distance of 980.29 feet, said arc being subtended by a chord bearing and distance of South 71º51'57" West, 960.37 feet to the point of tangency of said curve; COURSE NO. 4: North 88º19'05" West, 3452.94 feet to an angle point in said right-of-way line; thence Northerly and Northwesterly along the revised right-of-way line of said Race Track Road as shown on the SRD Right-of-Way Map for Interstate 95, State Road No. 9, Section 78080-2403 Sheet 7 of 8 run the following four courses and distances; COURSE NO. 1: North 01º46'15" East, 17.00 feet; COURSE NO. 2: North 88º18'14" West 269.94 feet; COURSE NO. 3: North 82º59'57" West, 251.15 feet; COURSE NO. 4: North 83º25'41" West, 431.22 feet to the Northeasterly right-of-way line of Interstate Highway 95 (a 300 foot right-of-way as per Florida SRD Right-of-Way Map Section 72280-2403, dated 4-1-64); thence Northwesterly along said Northeasterly right-of-way line of Interstate Highway 95 and along the arc of a curve concave Southwesterly and having a radius of 7789.44, an arc distance of 667.99 feet, said arc being subtended by a chord bearing and distance of North 39º20'55" West 667.99 feet to the point of tangency of said curve; thence North 40º25'29" West, 9964.01 feet continuing along the Northeasterly right-of-way line of said Interstate Highway 95, to the Southerly line of those lands described and recorded in Official Records Volume 1150, Page 289 of the Public Records of said Duval County, Florida; thence South 88º12'39" East, along last said line, 1790.91 feet to the Westerly line of aforesaid Section 29; thence North 88º42'27" East, continuing along said Southerly line of those lands described and recorded in Official Records Volume 1150, Page 289, a distance of 5348.66 feet to the Southwest corner of the Northwest ¼ of said Section 28; thence North 88º02'52" East, along the South line of the Northwest ¼ of said Section 28, also being the Southerly line of those lands described and recorded in Official Records Volume 5855, Page 1072 of the Current Public Records of said Duval County, Florida, 233.86 feet to the POINT OF BEGINNING.

Parcel 5

That certain piece, parcel or tract of land described as follows: Part of the CHRISTOPHER MINCHEN GRANT in Section 48, Township 4 South, Range 28 East, more particularly described as follows: Beginning at a point on the easterly right-of-way line of U.S. Highway No. 1 at its intersection with the Northerly line of the said Grant and run thence North 69 degrees, 07 minutes 50 seconds East 702.94 feet to an iron; thence South 41 degrees, 00 minutes East 1056.87 feet to an iron; thence South 41 degrees, 20 minutes East 894.72 feet to an iron; thence South 49 degrees, 00 minutes West 660.01 feet to an iron in the easterly right-of-way line of U.S. Highway No. 1; thence North 41 degrees, 20 minutes West along the easterly line of said U.S. Highway No. 1 a distance of 892.80 feet to an iron; thence North 41 degrees, 00 minutes West continuing along the easterly right-of-way of said U.S. Highway No. 1 a distance of 1300.71 feet to the point of beginning.

LESS AND EXCEPT:
BARTRAM PARK (PENINSULA)

A PORTION OF SECTIONS 21, 22, 23, 24, 25, 26, 27, AND 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 00°43'10" WEST, ALONG THE WEST LINE OF SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OR 2283.20 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE: COURSE NO. 1: NORTH 40°25'29" WEST, A DISTANCE OF 308.50 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°18'56" WEST, 470.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°46'23" WEST, 51.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 83°25'56" WEST 937.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 5: WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 165.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°50'49" WEST, 165.49 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 6: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 93.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°38'25" WEST, 88.87 FEET; COURSE NO. 7: NORTH 87°15'14" WEST, A DISTANCE OF 171.09 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 78°34'10" WEST, ALONG LAST SAID LINE 2670.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD BEING

CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5779.58 FEET, AN ARC DISTANCE OF 238.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°23'06" WEST 238.96 FEET, TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5779.58 FEET, AN ARC DISTANCE OF 244.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°59'21" WEST, 244.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT OF TANGENCY HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 04°35'21" EAST, 526.70 FEET; THENCE SOUTH 24°09'15" EAST, 391.81 FEET; THENCE SOUTH 55°33'00" EAST, 680.15 FEET; THENCE SOUTH 02°39'02" EAST, 545.72 FEET; THENCE SOUTH 21°39'40" EAST, 1115.83 FEET; THENCE SOUTH 11°13'02" WEST, 850.82 FEET; THENCE SOUTH 24°19'41" EAST, 438.02 FEET; THENCE NORTH 43°09'50" EAST, 659.54 FEET; THENCE NORTH 55°30'57" EAST, 606.46 FEET; THENCE NORTH 63°19'23" EAST, 652.14 FEET; THENCE SOUTH 28°40'00" EAST, 341.39 FEET; THENCE SOUTH 29°31'17" WEST, 264.61 FEET; THENCE SOUTH 86°40'03" WEST, 376.26 FEET; THENCESOUTH 31°47'14" WEST, 409.71 FEET; THENCE SOUTH 25°58'04" EAST, 270.25 FEET; THENCE SOUTH 05°59'14" WEST, 425.05 FEET; THENCE SOUTH 11°58'57" EAST, 385.08 FEET; THENCE NORTH 85°06'49" EAST, 741.77 FEET; THENCE NORTH 56°10'46" EAST, 513.67 FEET; THENCE SOUTH 42°47'18" EAST, 468.23 FEET; THENCE SOUTH 42°43'22" WEST 277.70 FEET; THENCE SOUTH 58°36'37" WEST, 410.89 FEET; THENCE SOUTH 19°10'13" EAST, 602.77 FEET; THENCE SOUTH 58°20'42" EAST, 423.83 FEET; THENCE NORTH 88°56'00" EAST, 1024.19 FEET; THENCE SOUTH 61°33'20" EAST, 598.40 FEET; THENCE SOUTH 10°26'54" EAST, 566.44 FEET; THENCE NORTH 88°38'12" EAST, 522.25 FEET; THENCE NORTH 15°47'12" EAST, 343.32 FEET; THENCE NORTH 86°38'06" EAST, 357.57 FEET; THENCE SOUTH 38°10'06" EAST, 111.39 FEET; THENCE SOUTH 30°04'43" WEST, 230.04 FEET; THENCE SOUTH 37°53'10" EAST, 167.31 FEET; THENCE NORTH 87°32'17" EAST, 505.85 FEET; THENCE SOUTH 12°05'58" EAST, 235.98 FEET; THENCE SOUTH 67°16'42" WEST, 299.32 FEET; THENCE SOUTH 19°35'13" WEST, 239.12 FEET; THENCE SOUTH 52°46'01" EAST, 646.75 FEET; THENCE NORTH 31°37'38" EAST, 588.76 FEET; THENCE SOUTH 52°06'40" EAST, 563.37 FEET; THENCE SOUTH 06°29'26" WEST, 600.55 FEET; THENCE SOUTH 33°13'02" EAST, 293.04 FEET; THENCE SOUTH 75°47'33" EAST, 1117.83 FEET; THENCE SOUTH 69°12'15" EAST, 974.70 FEET; THENCE SOUTH 08°54'09" WEST, 238.66 FEET; THENCE NORTH 64°27'45" WEST, 690.83 FEET; THENCE NORTH 73°44'45" WEST, 553.49 FEET; THENCE SOUTH 40°25'15" WEST, 358.53 FEET; THENCE SOUTH 50°18'05" EAST, 282.96 FEET; THENCE SOUTH 38°46'36" EAST, 312.27 FEET; THENCE SOUTH 28°13'20" EAST, 975.39 FEET; THENCE SOUTH 86°07'23" EAST, 322.34 FEET; THENCE SOUTH 14°37'35" WEST, 484.49 FEET; THENCE SOUTH 18°57'22" EAST, 1170.02 FEET; THENCE SOUTH 00°29'54" WEST, 424.20 FEET; THENCE SOUTH 21°30'33" EAST, 523.34 FEET; THENCE SOUTH 20°58'13" WEST, 608.33 FEET; THENCE SOUTH 00°00'00" EAST, 542.22 FEET; THENCE SOUTH 43°36'51" EAST, 320.97 FEET; THENCE NORTH 70°36'04" EAST, 344.27 FEET; THENCE SOUTH 60°08'02" EAST, 199.99 FEET; THENCE SOUTH 09°58'22" EAST, 196.05 FEET; THENCE SOUTH 75°15'21" WEST, 676.14 FEET; THENCE SOUTH 54°04'57" WEST, 314.39 FEET;

THENCE SOUTH 23°00’39” WEST, 424.79 FEET; THENCE SOUTH 00°59’48” EAST, 424.25 FEET; THENCE SOUTH 29°38’38” EAST, 426.37 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD; (A 66 FOOT RIGHT-OF-WAY AS PER MONUMENTATION AND LOCAL RECOGNITION), AND THE ARC OF A CURVE TO THE SOUTH WEST; THENCE SOUTHWESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING 2 COURSES AND DISTANCES: COURSE NO. 1: SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 539.77 FEET, AN ARC DISTANCE OF 632.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°04’46” WEST, 596.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 70°22’22” WEST, 674.96 FEET TO THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 02°15’28” WEST, ALONG THE LAST SAID LINE, 1654.20 FEET TO THE NORTHERLY LINE OF SAID SECTION 6; THENCE NORTH 89°14’24” EAST, ALONG SAID NORTHERLY LINE OF SECTION 6, 196 FEET MORE OR LESS TO THE CENTERLINE OF RUN OF DURBIN CREEK; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OR RUN, 2600 FEET MORE OR LESS TO THE SOUTH LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 87°32’06” WEST, ALONG THE LAST SAID LINE AND ALONG THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 4717, PAGE 8 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, 1010 FEET MORE OR LESS, TO THE WESTERLY LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 00°19’49” WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, ALSO BEING THE EASTERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 4717, PAGE 8 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, 2260 FEET MORE OR LESS TO THE NORTHERLY EDGE OF WATER/MEAN HIGH WATER LINE OF SAID DURBIN CREEK; THENCE NORTHWESTERLY ALONG THE NORTHERLY WATERS EDGE/MEAN HIGH WATER LINE OF SAID DURBIN CREEK, 1000 FEET MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 30; THENCE NORTH 87°32’13” WEST, ALONG THE LAST SAID LINE, 460 FEET MORE OR LESS, TO THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 00°03’02” WEST, ALONG LAST SAID LINE, 360 FEET MORE OR LESS TO THE NORTHERLY EDGE OF WATER/MEAN HIGH WATER LINE OF SAID DURBIN CREEK; THENCE WESTERLY ALONG SAID WATERS EDGE/MEAN HIGH WATER LINE OF SAID DURBIN CREEK, 23,000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY EDGE OF THE WATERS/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CREEK; THENCE EASTERLY ALONG THE SOUTHERLY EDGE OF THE WATERS/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CRTEEK, 17,3000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, SAID RIGHT-OF-WAY LINE BEARING NORTH 73°48’40” WEST, FROM AFORESAID REFERENCE POINT “A”; THENCE SOUTH 73°48’40” EAST ALONG LAST SAID LINE, 146 FEET MORE OR LESS TO SAID REFERENCE POINT “A” AND TO CLOSE.

SUBJECT TO**:**

A 60 FOOT DRAINAGE EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 291 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA LYING SOUTHEASTERLY OF THE SOUTHERLY WATERS EDGE/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CREEK.

LESS AND EXCEPT:

ALL OF TRACT "A" AS SHOWN ON PLAT OF JULINGTON COUNTRY CLUB ESTATES REPLAT, AS RECORDED IN PLAT BOOK 28, PAGES 41 THROUGH 41B INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING THAT PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY, LYING SOUTHEASTERLY OF THE SOUTHERLY WATERS EDGE/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CREEK.

LESS AND EXCEPT:

THAT PORTION OF SECTIONS 35 AND 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, LYING NORTHERLY OF THE NORTHERLY WATERS EDGE/MEAN HIGH WATER LINE OF DURBIN CREEK.

LESS AND EXCEPT:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, LYING SOUTHERLY OF THE SOUTHERLY WATERS EDGE/MEAN HIGH WATER LINE OF THE NORTH FORK OF JULINGTON CREEK.

TOGETHER WITH (LAND ADDED PER RESOLUTION 2006-175):

PARCEL A

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 89°14'34" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31, A DISTANCE OF 150.01 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESIGNATED PARCEL NO. 100 AS RECORDED IN OFFICIAL RECORD 11935, PAGE 1823, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND THE

POINT OF BEGINNING: THENCE NORTH 00°02'41" WEST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, 718.05 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED PARCEL 101 AS RECORDED IN SAID OFFICIAL RECORD 11935, PAGE 1823; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHEASTERLY BOUNDARY OF SAID PARCEL 101, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°59'10" EAST, 550.00 FEET; COURSE NO. 2: NORTH 00°00'50" WEST, 2800.96 FEET; COURSE NO. 3: NORTH 71°12'28" WEST, 582.72 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 3040, PAGE 1006, SAID PUBLIC RECORDS; THENCE NORTH 00°02'41" WEST, ALONG LAST SAID LINE, 1608.19 FEET; THENCE NORTH 01°06'12" WEST, CONTINUING ALONG SAID EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 3040, PAGE 1006, A DISTANCE OF 380 FEET, MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE EASTERLY, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, AND ALONG THE MEANDERINGS THEREOF, 1100 FEET, MORE OR LESS TO THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF AFORESAID SECTION 30; THENCE SOUTH 00°04'30" EAST, ALONG LAST SAID LINE, 285 FEET, MORE OR LESS TO THE SOUTH BOUNDARY OF SAID SECTION 30; THENCE SOUTH 87°32'06" EAST, ALONG LAST SAID LINE, 300 FEET, MORE OR LESS, TO THE AFORESAID APPROXIMATE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHEASTERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, AND THE MEANDERINGS THEREOF, 1180 FEET, MORE OR LESS TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 31; THENCE SOUTH 00°42'26" EAST, ALONG LAST SAID LINE, 2260 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID NORTHWEST ONE QUARTER; THENCE SOUTH 87°31'45" EAST, ALONG LAST SAID LINE, 1000 FEET, MORE OR LESS TO THE AFORESAID MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, 1340 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 31; THENCE SOUTH 00°32'13" EAST, ALONG LAST SAID LINE, 1225 FEET, MORE OR LESS TO THE SOUTH BOUNDARY OF AFORESAID SECTION 31; THENCE SOUTH 89°14'34" WEST, ALONG LAST SAID LINE, 3752.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 322.34 ACRES, MORE OR LESS

TOGETHER WITH:

PARCEL B

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°14'34" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 6, A DISTANCE OF 150.01 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS DESIGNATED PARCEL NO. 100A, AS RECORDED IN OFFICIAL RECORD 2242, PAGE 1479, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE CONTINUE NORTH 89°14'34" EAST ALONG SAID NORTHERLY BOUNDARY OF SECTION 6, A DISTANCE OF 2532.38 FEET TO THE NORTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 1917, PAGE 919 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 17°06'46" WEST, ALONG LAST SAID LINE, 315.16 FEET TO THE EAST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 6; THENCE SOUTH 01°23'03" EAST, ALONG LAST SAID LINE, 378.15 FEET TO THE NORTHWESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 2181, PAGE 1908, SAID PUBLIC RECORDS; THENCE SOUTH 03°22'25" WEST, ALONG LAST SAID LINE, 593.79 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 81°53'06" WEST, 599.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2221.83 FEET, AN ARC DISTANCE OF 831.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°09'38" WEST, 826.90 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 60°26'12" WEST, 105.86 FEET; COURSE NO. 4: NORTH 80°44'28" WEST, 106.91 FEET; COURSE NO. 5: NORTH 60°25'12" WEST, 895.32 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT JEA TRANSMISSION LINE DESIGNATED PARCEL NO. 100A, AS RECORDED IN OFFICIAL RECORD 2242, PAGE 1479 OF SAID PUBLIC RECORDS; THENCE NORTH 09°19'08" WEST, ALONG LAST SAID LINE, 380.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.75 ACRES, MORE OR LESS

TOGETHER WITH:

PARCEL C

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 00°02'03" EAST, ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 5.09 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'03" EAST, ALONG LAST SAID LINE, 248.45 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 60°25'12" EAST, ALONG LAST SAID LINE, 51.51 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100A AS DESCRIBED AND RECORDED IN OFFICIAL RECORD 2242, PAGE 1479, SAID PUBLIC RECORDS; THENCE NORTH 09°19'08" WEST, ALONG LAST SAID LINE, 277.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 5563 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

A PORTION OF SECTIONS 25 AND 36, TOWNSHIP 4 SOUTH, RANGE 27 EAST, AND A PORTION OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF JULINGTON CREEK PLANTATION, PARCELS 63 AND 65, PHASE 2 AS RECORDED IN MAP BOOK 47, PAGE 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°33'42" WEST, ALONG THE EASTERLY BOUNDARY OF SAID JULINGTON CREEK PLANTATION AND ALONG THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 1705, PAGE 1342, SAID PUBLIC RECORDS, 3690 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE EASTERLY ALONG SAID MEAN HIGH WATER LINE, 6250 FEET, MORE OR LESS TO THE EAST LINE OF AFORESAID SECTION 25; THENCE SOUTH 01°06'12" EAST, ALONG LAST SAID LINE, 370 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTION 25, ALSO BEING THE NORTHEAST CORNER OF AFORESAID SECTION 36; THENCE SOUTH 00°02'41" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 36, A DISTANCE OF 5106.81 FEET TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORD 338, PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID OFFICIAL RECORD 338, PAGE 667, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 89°13'34" WEST, 208.40 FEET; COURSE NO. 2: SOUTH 00°02'40" WEST, 208.72 FEET; COURSE NO. 3: NORTH 89°13'34" EAST, 208.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36, ALSO BEING THE NORTHEAST CORNER OF

AFORESAID SECTION 1; THENCE SOUTH 00°02'03" EAST, ALONG THE EASTERLY BOUNDARY OF SAID SECTION 1, A DISTANCE OF 253.54 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 60°25'12" WEST, 687.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1139.13 FEET, AN ARC DISTANCE OF 317.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°24'50" WEST, 316.84 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 76°24'29" WEST, 1338.70 FEET; COURSE NO. 4: NORTH 13°35'31" EAST, 67.00 FEET; COURSE NO. 5: NORTH 76°24'29" WEST, 511.50 FEET TO THE EASTERLY BOUNDARY OF JULINGTON CREEK UNIT 7 AS RECORDED IN MAP BOOK 18, PAGE 6 OF AFORESAID PUBLIC RECORDS; THENCE NORTH 00°35'09" WEST ALONG LAST SAID LINE, 583.11 FEET TO THE NORTHERLY BOUNDARY OF SAID JULINGTON CREEK UNIT 7; THENCE SOUTH 89°10'01" WEST ALONG LAST SAID LINE, 2269.45 FEET TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF RACE TRACK ROAD; THENCE NORTH 76°24'29" WEST ALONG LAST SAID LINE, 424.36 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LANDS AS DESCRIBED IN COMMITMENT FOR TITLE INSURANCE, PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 05054754 REVISION #1, EFFECTIVE DATE: JULY 29, 2005.

CONTAINING 587 ACRES MORE OR LESS.

TOGETHER WITH LAND BEING ADDED IN 2017:

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 136.54 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, AN ARC DISTANCE OF 417.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°09'06" WEST, 415.72 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 2: SOUTHWESTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, AN ARC DISTANCE OF 192.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

AND DISTANCE OF SOUTH 38°50'02" WEST, 192.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 34°37'35" WEST, 816.35 FEET; THENCE SOUTH 43°03'51" WEST, 222.01 FEET; THENCE SOUTH 67°46'00" WEST, 110.07 FEET; THENCE SOUTH 43°03'51" WEST, 157.58 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 507.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°24'54" WEST, 501.84 FEET; THENCE NORTH 20°53'21" WEST, 134.17 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 878.35 FEET, AN ARC DISTANCE OF 446.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°37'04" EAST, 441.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°03'51" EAST, 186.92 FEET; THENCE NORTH 67°46'00" EAST, 110.07 FEET; THENCE NORTH 43°03'51" EAST, 1192.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.37 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 136.54 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), AND TO A POINT ON THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, AN ARC DISTANCE OF 610.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°56'39" WEST, 604.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°37'35" WEST, CONTINUING ALONG LAST SAID LINE, 816.35 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3931, PAGE 1704, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 43°03'51" WEST, 222.01 FEET; COURSE NO. 2: SOUTH 67°46'00" WEST, 110.07 FEET; COURSE NO. 3: SOUTH 43°03'51" WEST, 157.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 264.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'08"

WEST, 263.85 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED TRACT 7D, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1597, PAGE 1130, OF SAID PUBLIC RECORDS; THENCE NORTH 38°24'05" WEST, ALONG LAST SAID LINE, 134.98 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1597, PAGE 1049, OF SAID PUBLIC RECORDS, AND TO THE ARC OF A CURVE LEADING SOUTHWESTERLY, AND TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 878.35 FEET, AN ARC DISTANCE OF 201.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°35'59" WEST, 201.05 FEET; THENCE NORTH 20°53'21" WEST, 648.29 FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1597, PAGE 1049; THENCE SOUTH 38°24'05" EAST, ALONG LAST SAID LINE, 666.89 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.51 ACRES, MORE OR LESS.

TOGETHER WITH:
A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 136.54 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, AN ARC DISTANCE OF 610.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°56'39" WEST, 604.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°37'35" WEST, CONTINUING ALONG LAST SAID LINE, 816.35 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°03'51" WEST, 222.01 FEET; THENCE SOUTH 67°46'00" WEST, 110.07 FEET; THENCE SOUTH 43°03'51" WEST, 157.58 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1012.35 FEET, AN ARC DISTANCE OF 507.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°24'54" WEST, 501.84 FEET; THENCE SOUTH 20°53’21” EAST, 53.44 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 781.00 FEET, AN ARC DISTANCE OF 664.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°00'32" EAST, 644.84 FEET TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE NORTH 34°37'35" EAST, CONTINUING ALONG LAST SAID LINE, 373.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.71 ACRES, MORE OR LESS.

TOGETHER WITH ADDITIONAL DRI PROPERTY – 2025:

PARCELS 1 & 2 COMBINED

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°45'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, SAID LINE BEING THE DIVIDING LINE BETWEEN DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1356.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING; THENCE NORTH 00°32'47" WEST, ALONG THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, A DISTANCE OF 22.95 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG SAID RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1125.76 FEET, AN ARC DISTANCE OF 139.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°49'31" EAST, 139.72 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 89°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2826.27 FEET, AN ARC DISTANCE OF 478.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°55'13" EAST, 477.93 FEET, TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2190, PAGE 1629, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 00°58'20" EAST, ALONG LAST SAID LINE, 1316.59 FEET, TO THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A NORTHERLY LINE OF THOSE LAST SAID LANDS; THENCE NORTH 89°50'12" WEST, ALONG LAST SAID LINE, 1378.02 FEET, TO THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING AN EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 00°14'45" EAST, ALONG THE LAST SAID LINE, 823.25 FEET, TO AN ANGLE POINT ON THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2437, PAGE 408, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 00°18'04" EAST, ALONG LAST SAID LINE, 527.46 FEET, TO THE POINT OF BEGINNING

CONTAINING 42.84 ACRES, MORE OR LESS.

EXHIBIT B

Master Plan Map H

BARTRAM PARK



MAP H - DEVELOPMENT PLAN

REVISED: 09/24/26

EXHIBIT C

Land Use Conversion Table

Table 3 - Bartram Park DRI Land Use Conversion Matrix

					Converting From			
	ITE Land Use Code	Description	Unit	Trip Rate	210 Single Family DU 0.7319	220 Multi Family DU 0.4815	710 Office 1,000 sf 1.0896	820 Commercial 1,000 sf 3.0404
Converting To	210	Single Family	DU	0.7319	1.000	0.658	1.489	4.154
	220	Multi Family	DU	0.4815	1.520	1.000	2.263	6.314
	710	Office	1,000 sf	1.0896	0.672	0.442	1.000	2.790
	820	Commercial	1,000 sf	3.0404	0.241	0.158	0.358	1.000

Examples:

Converting 20,000 sf of office to single family residential
20 x 1.489 = 29.78 or 30 single family dwelling units

Converting 7,184 sf of commercial to single family residential
7.184 x 4.154 = 29.84 or 30 single family dwelling units

Converting 10,000 sf of office to commercial
10 x 0.358 or 3,580 square feet of office space

EXHIBIT D

Surface Water Quality Monitoring Plan

[No Changes]

EXHIBIT E

Bartram Park DRI

Race Track Road ROW Contributions

ROW Value per Acre (Yr. 2000 Dollars):				$146,270
Completed Contributions:	Parcel	Acres	Total	ROW Value
Spine Rd. to US 1	7	5.060		
	7A	5.090		
	7B	9.140		
	7C	1.220		
			20.510	$3,000,000
Bartram Park Connection (Middle)	105	2.243		
	106A	2.791		
	106B	1.985		
	106C	2.866		
			9.885	$1,445,880
West Segment	100A	4.858		
	100B	2.495		
(Celestina Master Stormwater)	100C	3.000		
	102A	0.127		
	102B	7.882		
	102C	2.680		
	102D	2.430		
			23.472	$3,433,252
East Segment	110A	4.631		
Bartram Commons Master Stormwater	110C	5.024		
	111	3.764		
			13.419	$1,962,797
Total Contributed ROW:			67.286	$9,841,929

EXHIBIT E (continued)

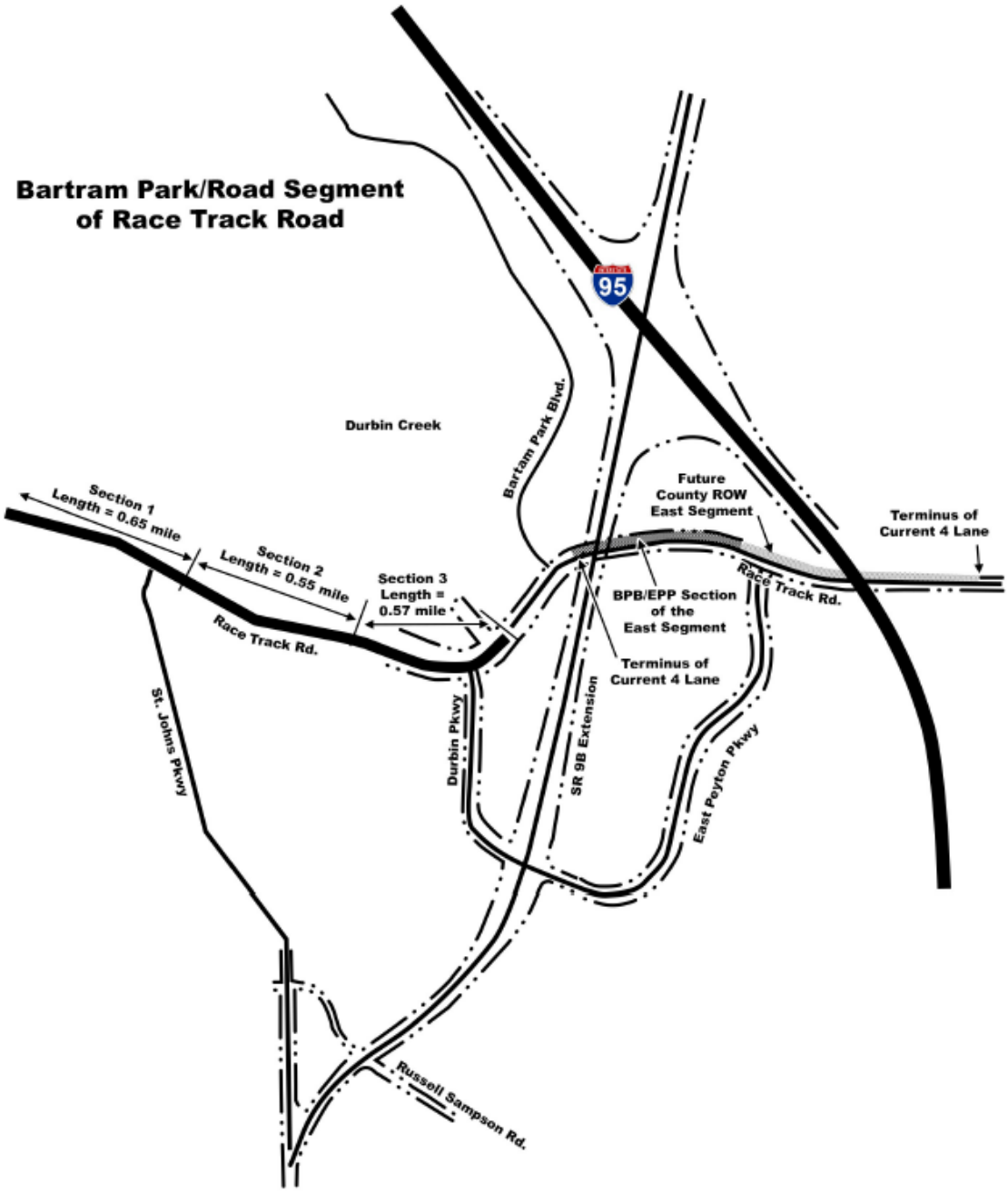
Bartram Park (St. Johns County)

Transportation Mitigation Schedule

	Proposed	Actual	Status
Proportionate Share Requirement	$13,538,645	$13,538,645	
Mitigation Values:			
ROW Contributions			
East Spine Rd. to US1 ROW (20.51 acres)	$3,000,000	$3,000,000	Complete
East Race Track Section (9.65 acres)	-	$1,962,797	Complete
Central Race Track Section (7.63 acres)	-	$1,445,880	Complete
West Race Track Section (26.02 acres)	-	$3,433,252	Complete
Total ROW Value (63.81 Acres)	$3,000,000	$9,841,929	
Race Track Road Construction Value			
Race Track Road Improvements	$10,538,645	-	Complete
East Spine Rd. to US1 ROW	-	$2,377,310	Complete
East Section Improvements	-	$10,681,250	Complete
Central Section Improvements	-	$2,646,589	Complete
West Section Improvements			Complete
Cash Payment for County Segment	-	$4,000,000	Complete
Race Track Construction Contribution	$ -	$4,342,500	Complete
Total Race Track Road Cost	$10,538,645	$24,047,649	
Total Mitigation	$13,538,645	$33,889,578	
Additional Mitigation Value		$20,350,933	

Exhibit F

Race Track Road Segments


Bartram Park/Road Segment
of Race Track Road
95
Durbin Creek
Bartram Park Blvd.
Future
County ROW
East Segment
Terminus of
Current 4 Lane
Section 1
Length = 0.65 mile
Section 2
Length = 0.55 mile
Section 3
Length =
0.57 mile
Race Track Rd.
BPB/EPP Section
of the
East Segment
Race Track Rd.
Terminus of
Current 4 Lane
St. Johns Pkwy
Durbin Pkwy
SR 9B Extension
East Peyton Pkwy
Russell Sampson Rd.

END OF RECORDED DOCUMENTS SECTION

ATTACHMENT 2
SUPPORTING DOCUMENTS

St. Johns County Growth Management Department

Application for: DRI Development Order Amendment

Date: April 21, 2025 | Property Tax ID No: 0235200000

Project Name: Bartram Park DRI

Property Owner(s)	St. Johns Development Partners, LLC	Phone Number	
Address	11975 Aladdin Road	Fax Number	
City	Jacksonville	State: FL	Zip Code: 32223
e-mail			

Are there any owners not listed? ☒ No ☐ Yes If yes please provide information on separate sheet.

Applicant/Representative	England-Thims & Milller; Attn: Ray Spofford	Phone Number	904-265-3189
Address	14775 Old St. Augustine Road	Fax Number	
City	Jacksonville	State: FL	Zip Code: 32258
e-mail	SpoffordR@etminc.com		

Property Location: 5404 Race Track Road; St. Johns County 32259

Major Access: Race Track Road | Size of Property: 42.3 | Cleared Acres (if applicable):

Zoning Class: PUD | No. of lots (if applicable): 169 | Overlay District (if applicable): North West Sector

Water & Sewer Provider: Jacksonville Electric Authority (JEA) | Future Land Use Designation: IC

Present Use of Property: Low density, recreational and open space | Proposed Bldg. S.F.: 50,000

Project Description (use separate sheet if necessary)

This is an application for a Development of Regional Impact (DRI) Development Order (DO) Amendment to add the subject property and 169 residential dwelling units to the Bartram Park DRI.

Please list any applications currently under review or recently approved which may assist in the review of this application including the name of the PUD/PRD: Ordinance 2017-15

I understand that reasonable inspections of the subject property may be made as part of the application review process. I understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the County considering the Land Development Code, Comprehensive Plan, and other applicable regulations.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:
Signature of owner or person authorized to represent this application:

Raymond J. Spofford

Signed By

Printed or typed name(s): Ray Spofford

Revised August 24, 2015

Owner's Authorization Form

Rogers Towers, P.A. and England-Thims & Miller, Inc. is hereby authorized TO ACT ON BEHALF OF

Saint Johns Development Partners, LLC the owners(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to St. Johns County, Florida, for an application related to a development Permit or other action pursuant to a: application for: Other

By signing, I affirm that all legal owners(s), as listed on the Recorded Warranty Deed on file with the St. Johns County Clerk of Courts or otherwise stated (Warranty Deed), have been notified of the DRI DO Amendment

(Identify what document)

I further understand incomplete or false information provided on this form may lead to revocation of permits, termination of development actifity.

Signature of Owner _____

Print Name Lisa M. Davis

Signature of Owner _____

Print Name _____

Telephone Number _____

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 2025 by Lisa M Davis as Manager for Saint Johns Development Partners LLC

Jean B Patton
Notary Public, State of Florida
Name: Jean B Patton
My Commission Expires: 8/8/2026
My Commission Number is: HH298351

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced _____

JEAN B. PATTON
MY COMMISSION # HH 298351
EXPIRES: August 8, 2026

Revised August 30, 2011

~~December 5, 2018~~

October~~June~~ 2026~~5~~

AMENDED AND RESTATED DEVELOPMENT ORDER FOR
BARTRAM PARK
A DEVELOPMENT OF REGIONAL IMPACT

LET IT BE KNOWN that, pursuant to Section 380.06, Florida Statutes, the St. Johns County Board of County Commissioners has heard at a public hearing held on _____, ~~2019~~20265, an application for a Notice of Proposed Change for certain amendments to the Bartram Park Development of Regional Impact.

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County has considered the recommendations of the St. Johns County staff and the documents and comments upon the record made before the St. Johns County Board of County Commissioners; and

WHEREAS, the Bartram Park Development of Regional Impact (the "**DRI**" and "**Bartram Park DRI**") is an existing mixed-use development which consists of the approximately 3,932 acres described in **Exhibit A** attached hereto, of which approximately 825 acres are located in St. Johns County and the balance of which approximately 3,109 acres are located in Duval County (collectively, the "**DRI Property**"); and

WHEREAS, ~~Bartram Park, Ltd., Bartram Park Associates, LLC,~~ Winslow Farms, Ltd~~. and Standard Pacific of Florida GP, Inc~~., as ~~owners~~owner and developer of the DRI Property (~~collectively,~~ the "**Owner**" or "**Developer**"), filed ~~a Notice of Proposed Change ("NOPC")~~an application to modify certain conditions set forth in the Bartram Park DRI Development Order~~,~~ (the "**DRI Mod Application**"), which was originally approved by St. Johns County as

Resolution No. 2000-139 and has subsequently been amended by Resolution Nos. 2001-93, 2003-94, 2005-146, 2006-52, 2006-175, 2008-123, 2009-326, 2014-92 ~~and~~, 2018-79 and 2019-166 (collectively, the "**Development Order**"); and

WHEREAS, the authorized ~~agent~~agents for the Owner ~~is~~are Balch & Bingham, LLP, ~~Rogers Towers, P.A.,~~ whose address is 50 N Laura Street, Suite 2100, Jacksonville, FL 32202; ~~100 Whetstone Place, Suite 200, St. Augustine, Florida 32086; and~~England-Thims & Miller, Inc., whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258; and

WHEREAS, the Owner has duly provided complete copies of the ~~NOPC~~DRI Mod Application and sufficiency responses to St. Johns County; and

WHEREAS, the St. Johns County Board of County Commissioners has duly noticed and on _____, ~~2019~~20265 held a public hearing on the ~~NOPC~~DRI Mod Application as required by Section 380.06, Florida Statutes, and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, the Developer is seeking to provide opportunities for employment, a high quality of life for residents, and protect the beauty and benefit of the natural characteristics of the property for existing and future generations; and

WHEREAS, the NOPC requires an amendment to the County's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida in public hearing duly constituted and assembled on _____, ~~2019~~20265, that the Notice of Proposed Change to the Bartram Park DRI is hereby approved, subject to the following terms and conditions:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Bartram Park DRI is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.

2. The Bartram Park DRI is located in Duval and St. Johns counties and is subject to applicable comprehensive plans, DRI Development Orders and PUD zoning ordinances in each jurisdiction and will be administered by the respective county for that portion of the DRI located in that county.

3. The Bartram Park DRI, as amended, is consistent with the State Comprehensive Plan.

4. The Bartram Park DRI, as amended, is consistent with the Strategic Regional Policy Plan adopted by the Northeast Florida Regional Council.

5. The Bartram Park DRI, as amended, is consistent with the St. Johns County Comprehensive Plan 2025 and St. Johns County land development regulations.

6. The Bartram Park DRI, as amended, is not a substantial deviation, pursuant to Section 380.06, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, in public hearing duly constituted and assembled on _____, ~~2019~~20265~~~~ that the ~~Notice of Proposed Change~~DRI Mod Application for that portion of the Bartram Park DRI located in St. Johns County is hereby approved, subject to the following terms and conditions:

GENERAL CONDITIONS

1. **Application For Development Approval.** The DRI, as amended, shall be developed in accordance with the information, plans and commitments contained in (1) the

Bartram Park DRI ADA dated July 19, 1999, (2) the First and Second Sufficiency Responses dated December 7, 1999 and February 17, 2000, (3) St. Johns County Resolution Nos. 2000-193**,** 2001-93, 2003-94, 2005-146, 2006-52, 2006-175, 2008-123, 2009-326, 2014-92 ~~and~~, 2018-79 and 2019-166 (collectively, the "**Development Order**"), and (4) the Bartram Park Master Plan, Map H, dated ~~June 10, 2018~~ , May, 9 2025 attached hereto as **Exhibit B**, all of which are incorporated by reference except to the extent of any conflict with the express terms of the conditions of the Bartram Park DRI Development Order. In the event of any conflict, the terms and conditions of this Amended and Restated Development Order shall govern.

2. **Land Use Totals.** The DRI may be developed with the following improvements: approximately 773 acres and ~~404,956~~ 372,519 square feet of retail/commercial space, approximately 5 acres and ~~20,830~~ 20,500 square feet of office use, approximately ~~639~~678 acres and ~~646~~815 units of residential, approximately 3 acres of Community Facilities including a fire station and other county uses, approximately 5 acres of Infrastructure not including Race Track Road right-of-way, and approximately 49 acres of Open Space. The Developer may exchange land uses without filing a ~~Notice of Proposed Change~~DRI Modification Application provided that such changes are consistent with the Land Use Exchange Table attached hereto as **Exhibit C.** Additional development which is located in Duval County is being approved by separate Development Order by the City Council of the City of Jacksonville, Florida.

(a) At the time of election of a land use trade-off a under the Land Use Exchange Table, the Developer shall notify the County, the Department of ~~Economic Opportunity ("DEO~~Commerce ("**DC**") and the Northeast Florida Regional Council ("**NEFRC**") of the election and shall provide ~~DEO~~DC, the County and NEFRC with cumulative land use totals and remaining allowable quantities.

(b) The Developer agrees to apply the conversion factor in such a manner that the result after application of the conversion factor will be no less than the minimum square footage and no more than the maximum square footage set forth below for each land use:

LAND USE	**MINIMUM**	**MAXIMUM**
Commercial	100,000 square feet	~~400,000~~500,000 square feet
Residential	635 units	815 units
Office	20,000 square feet	100,000 square feet

(c) So long as the trade-off is consistent with the criteria contained herein and no change is made to the Master Plan, Map H, no additional DRI approvals shall be required for the trade-off. Trade-off elections shall be reported biennially as provided below.

3. **Phasing, Buildout and Expiration of DRI**. The DRI in St. Johns County shall be developed as follows:

Land Use	Phase I	Phase II
	(2000-July 16, 2026~~2022~~)	~~(2022-2037)~~(July 17, 2026-July 16, 2041)
Residential	646 units	169 Units
Office	~~22,830~~ 20,500 square feet	
Retail/Commercial	272,500 square feet*	100,019 ~~99,880~~ square feet

*The 272,500 square feet of retail/commercial space in Phase I is allocated to parcels 27, 41, 42, 43 and 44, as depicted on the Master Development Plan [Resolutions 2008-123 and 2009-326]. Development of 32,500 square feet of Retail/Commercial uses on parcel 27 was mitigated

when the Developer connected Bartram Park Boulevard to Race Track Road, at the request of the County.

The Developer, its successors and assigns, shall be permitted to develop any residential units, office square footage and retail/commercial square footage allocated to Phase I that is not constructed by ~~June 23, 2022~~July 16, 2026 following the expiration of Phase I as long as the transportation mitigation requirements for Phase I impacts have been satisfied (which satisfaction may include the mitigation improvements being committed by the Developer, the Florida Department of ~~O~~Transportation ("**FDOT**") and/or the County for funding and construction) prior to the expiration of Phase I.

The projected ~~buildout~~build-out date for all development is ~~December 24, 2037.~~July 5, 2042. The DRI termination and DRI Development Order expiration dates are established as ~~December 24, 2041~~July 5, 2046.

The phasing, build-out, termination and expiration dates have previously been requested pursuant to Section 252.363, Florida Statutes, and this Development Order is being updated to reflect such extensions.

The Master Plan, Map H, is depicted in **Exhibit B** attached hereto.

4. **Effective Date**. The Development Order shall take effect upon transmittal to the Department of ~~Economic Opportunity~~Commerce, the Northeast Florida Regional Council and the Developer in accordance with ~~Rule 9J-2.025(5), Florida Administrative Code, and~~ Subsection 380.07(2), Florida Statutes.

5. **Monitoring Official.** The St. Johns County Growth Management Director shall be the local official responsible for interpretation of the DRI as relates to any portion located in

St. Johns County. Interpretation of the DRI as relates to any portion located Duval County shall be the Director of Planning and Development, City of Jacksonville, Florida.

6. **Downzoning Protection.** The Bartram Park DRI as approved in this Development Order shall not be subject to downzoning or reduction of approved land uses before ~~December 24, 2041~~July 5, 2046 unless the Developer consents to such change or St. Johns County demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by St. Johns County to be essential to the public health, safety and welfare.

7. **Election Regarding Environmental Rules.** Pursuant to Section 380.06(5)(c), Florida Statutes (1999), the Developer has elected to be bound by the rules adopted pursuant to Chapters 373 and 403 in effect as of the date of this Development Order, including, but not limited to, the provisions of Section 373.414(13), Florida Statutes (1999). Such rules shall be applicable to all application for permits pursuant to those chapters which are necessary for and consistent with the development authorized in this Development Order, except that a later adopted rule shall be applicable to an application if:

(a) the later adopted rule is determined by the rule adopting agency to be essential to the public health, safety, or welfare; or

(b) the later adopted rule is adopted pursuant to Section.403.061(27), Florida Statutes; or

(c) the later adopted rule is being adopted pursuant to a subsequent enacted statutorily mandated program; or

(d) the later adopted rule is mandated in order for the state to maintain delegation of a federal program; or

(e) the later adopted rule is required by state or federal law.

Further, to qualify for the benefits of this provision, the application must be filed within five (5) years from the issuance of the original Development Order and the permit shall not be effective for more than eight (8) years from the issuance of the original Development Order. Nothing in this paragraph shall be construed to alter or change any permitting agency's authority to approve permits or to determine applicable criteria for longer periods of time.

8. **Level of Service Standards.** The Developer shall be required to meet the adopted level of service standards in the St. Johns County Comprehensive Plan and the requirements of the County's concurrency management system unless such requirements conflict with the ability to offset traffic impacts by paying the proportionate share as permitted by Section 163.3180 (12), Florida Statutes (1999), if authorized in a comprehensive plan amendment by St. Johns County. If the provisions of Section 163.3180 (12), Florida Statutes, are authorized by the Board of County Commissioners in a comprehensive plan amendment, the provisions of Section 163.3180 (12), Florida Statutes, shall be deemed to meet the provisions of the county's concurrency management system (Land Development Code Article XI). This DRI is deemed to be a Multi-Use DRI meeting the statutory provisions of Section 163.3180 (12), Florida Statutes.

9. **Biennial Reporting.** The Developer, or its successors or assigns, shall submit a biennial report on every other anniversary date of the adoption of this Development Order, beginning June 1, 2001 (submittal in odd-numbered years), until the completion of the DRI. The report shall be submitted to St. Johns County, Duval County, the Northeast Florida Regional Council, Florida Department of ~~Economic Opportunity~~Commerce, the Northeast District of the Florida Department of Environmental Protection, St. Johns River Water Management District,

Florida Fish and Wildlife Conservation Commission, and any other affected permit agencies. ~~Form RPM-BSP-ANNUAL REPORT-1 of the Florida Department of Economic Opportunity, as amended from time to time, may be used for the format of this report. In accordance with Section 380.06(18), Florida Statutes (1999), failure to file a biennial report in a timely manner may result in the temporary suspension of this Development Order. The biennial report shall address the following:~~The biennial report shall address the following:

(a) A cumulative summary of all development that has taken place within the Bartram Park DRI by the land use categories listed in Chapter 28-24, Florida Administrative Code, including gross floor areas constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage), and the name of the purchaser of all parcels purchased within the Bartram Park DRI.

~~(a) A description of any changes made in the plan of development, phasing, or in representations contained in the ADA since the date of adoption of the original Development Order, any use of the Land Use Exchange Table and any actions taken by the local government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the Monitoring Report.~~

~~(b) A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include: a description of site improvements, gross floor area constructed by land use type,~~

~~location and phase, with appropriate maps. A tabulation of the amount of acreage developed in the reporting period shall be provided by land use categories listed in Chapter 28-24, Florida Administrative Code.~~

~~(c) An identification of the name of the purchaser of any undeveloped tracts of land in the Bartram Park DRI, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or subparcel(s) acquired.~~

~~(d) A cumulative summary of all development that has taken place within the Bartram Park DRI by the land use categories listed in Chapter 28-24, Florida Administrative Code, including gross floor areas constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage), and the name of the purchaser of all parcels purchased within the Bartram Park DRI.~~

~~(e) To the extent known to Developer, a description of any lands purchased or optioned within one (1) mile of the boundaries of the Bartram Park DRI by a person who has acquired a fee simple or lesser interest in the Bartram Park DRI subsequent to issuance of the Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Bartram Park DRI), identifying such land, its size, and its intended use on a site plan and map.~~

~~(f) A listing of any substantial local, state and federal permits which were obtained, applied for, or denied during this reporting period, specifying the agency, type of permit, parcel, location(s) and activity for each permit.~~

(g) A description of any moratorium imposed by a regulatory agency on development within the Bartram Park DRI, specifying the type of moratorium, duration, cause and remedy.

(h) Provide an analysis demonstrating there will be sufficient capacity of potable water, wastewater and solid waste facilities serving the Bartram Park DRI for the anticipated development for the ensuing report period.

(i) Provide an assessment of Developer's, Developer's successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.

(j) A description of any change to the previously reported stormwater plans, design criteria, or planting and maintenance programs.

(k) A description of any known incremental DRI applications for development approval or requests for a substantial deviation that were filed in the reporting year and to be filed during the next reporting year.

(l) A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.

(m) Copies of monitoring reports completed during the previous year on the created wetlands and stormwater/wetland systems as required by permitting agencies.

(n) Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District Urban Office in Jacksonville, as well as to the Jacksonville Planning and Development Department, North Florida Transportation Planning Organization ("TPO"), St. Johns County Growth

~~Management Department, NEFRC, and DEO. The first traffic report shall be due concurrently with the first regular Monitoring Report and then biennially thereafter until project buildout, unless otherwise specified by the NEFRC. The following information shall be included:~~

~~(1) A description of current development by land use, type, location, and amount of square footage, along with the proposed construction schedule for the ensuing 24-month period, and appropriate maps.~~

~~(2) Traffic counts, turning movements, and levels of service actual for the past 12 months and projected for the ensuing 12 months, including traffic estimates for the following roads, including intersections. Developer shall distinguish between project-related traffic and total traffic volumes:~~

~~St. Augustine Road:~~

~~west of the project entrance~~

~~project entrance to I-95~~

~~I-95 to U.S. 1~~

~~Race Track Road:~~

~~St. Johns Parkway to Bartram Parkway~~

~~Bartram Parkway to U.S. 1~~

~~U. S. 1:~~

~~south of Race Track Road~~

~~Race Track Road to St. Augustine Road~~

~~north of St. Augustine Road~~

~~I-95: north of St. Augustine Road~~

~~Note: Actual FDOT, City of Jacksonville or St. Johns County traffic counts shall be used where possible. If actual FDOT, City or County counts are not available for a particular road or intersection, Developer shall retain, at his expense, a traffic engineering firm to collect the necessary counts. FDOT seasonal adjustment factors shall be used when adjusting traffic counts.~~

~~(o~~(b) A description of any new and/or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by Developer or governmental entity to accommodate the total existing and anticipated traffic demands.

~~(p) The monitoring reports will determine if air quality monitoring is warranted pursuant to the FDEP Guidelines for Indirect Sources.~~

~~(q~~(c) An accounting of the amount of Additional Transportation Impact Fees paid to St. Johns County for construction of homes in Duval County, within the Bartram Park DRI, as required in Special Condition 28 hereof.

~~(r) A statement certifying that the NEFRC, DEO, the City of Jacksonville, and St. Johns County and all affected agencies have been sent copies of the Monitoring Report in conformance with Subsections 380.06(15) and (18), Florida Statutes. Developer shall ensure that all appropriate agencies receive a copy of the Biennial Monitoring Reports.~~

~~(s~~(d) The Director of the St. Johns County Growth Management Department shall be the local official responsible for monitoring the development in St. Johns County for compliance by the Developer with the Development Order.

10. **Notice of Adoption.** Notice of the adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Sections 28.222 and 380.06(15)(f), Florida Statutes (1999), with the Clerk of the Circuit Court of St. Johns County, Florida. Recordation of this notice shall not constitute or provide actual or constructive notice of a lien, cloud or encumbrance of the DRI Property. The conditions of this Development Order shall run with the land and bind the successors and assigns of the Developer on the DRI Property.

11. **Application For Proposed Changes.** The Developer shall submit concurrently to St. Johns County, the Northeast Florida Regional Council and Florida Department of ~~Economic Opportunity~~Commerce any applications for proposed changes to the DRI and shall comply with the requirements of Section 380.06(19), Florida Statutes (1999), concerning substantial deviations.

Applications filed which propose changes only to the Development Order conditions within St. Johns County and which only (a) change the location and/or density of land uses; (b) affect the required mitigation for impacts other than transportation impacts; and/or (c) qualify as a ~~nonsubstantial~~non-substantial deviation under Section 380.06(19)(e)2, Florida Statutes, are not required to be reviewed by the City of Jacksonville ("**City**"). Similarly, applications filed which propose changes only to the Development Order conditions within the City and which only (a) change the location and/or density of land uses; (b) affect the required mitigation for impacts other than transportation impacts; and/or (c) qualify as a ~~nonsubstantial~~non-substantial deviation under Section 380.06(19)(e)2; are not required to be reviewed by the County. Any

other proposed changes shall be reviewed by the City and the County. Further, any proposed changes determined by the reviewing local government or deemed by the Developer to constitute a substantial deviation from this Development order shall be reviewed by the City and the County. The City and the County shall provide to one another fifteen (15) days prior written notice of any final action to be taken by them with respect to requested modification to this Development Order. All resolutions adopted by the County and the City amending this Development Order shall be forwarded to the other local government's Planning Department coincident with transmittal to the ~~DEO~~DC, the NEFRC and the Developer. Notwithstanding anything contained herein to the contrary, the failure of any local government to meet the time frames set forth herein for transmittal of information to another local government shall not constitute a breach or default by the Owner or Developer as to the terms and conditions of this Development Order nor impact the validity of any modification approved by the reviewing local government. Nothing contained herein shall modify the right of review of the DEO as to any modifications of this Development Order pursuant to section 380.06(19), Florida Statutes.

12. **Limitation of Approval.** The approval granted by this Development shall not be construed to obviate the duty of the Developer to comply with all other applicable local or state permitting procedures.

SPECIAL CONDITIONS

Wetland Impacts, Wildlife, and Wetland/Upland Buffers.

13. **Wetland Impacts.** The Sale of the Preserve Property as described above pursuant to the conditions of the Agreement of Purchase and Sale between Developer and the St. Johns River Water Management District ("**SJRWMD**") shall serve as mitigation for impacts to sixteen (16) acres of wetlands within the DRI, either in Duval or St. Johns County. Any further wetlands impacts shall not exceed 200 acres total for the entire DRl (including the 16 acres which have already been mitigated); provided, however, that up to 7.67 acres of additional impact (above 200) may be located within Bartram Parcel 45. The limit of wetland impacts shall apply only to the improvements within the Bartram Park DRI boundary and shall not include wetland impacts, if any, associated with the widening of Race Track Road or construction of the canoe launch site. Wetland impacts will be mitigated through the regulatory permitting process. Wetland impacts in St. Johns County shall not exceed ~~ten (10)~~12.5 acres not, including any wetland impacts associated with the widening of Race Track Road or construction of the canoe launch site. Any wetland impact in St. Johns County shall comply with the St. Johns County Comprehensive Plan and the St. Johns County Land Development Code. The wetland impacts may or may not be contiguous to one another.

14. **Wildlife.** The wildlife habitat mitigation acreage required to offset proposed development impacts within the 30.32 acres of habitat for the gopher tortoise and its commensal wildlife community. The Developer's responsibility for this mitigation shall be the contribution of $177,645 to the Florida Fish and Wildlife Conservation Commission's Regional Wildlife Habitat Land Acquisition Trust Fund within one (1) year from the effective date of the Revised Development Order. [Completed pursuant to Florida Game and Fresh Water Fish Commission Permit FLA-011]

Wildlife crossings to be installed in the locations depicted on the Master Development Plan for the companion Bartram Park Planned Unit Development and will comply with the standards of the St. Johns County Land Development Code. Type B Wildlife Crossings shall be a pre-fabricated and arched concrete structure, a corrugated pipe, or a structure of similar design with a horizontal opening width no less than 10 feet and a minimum vertical clearance of four (4) feet. At a minimum, 50 percent of the Type B Wildlife Crossings shall be located landward of the jurisdictional wetland line. Type C Wildlife Crossings shall be an at grade crossing with a traffic calming design, shall have posted speed limit signs not to exceed 35 miles per hour, and shall have signs identifying the area as a wildlife crossing.

15. **Wetland Buffers**.

(a) An averaged 50-foot (minimum 25 feet) natural vegetative buffer will be provided along all wetlands of Durbin Creek measured landward from the State wetland jurisdictional line. A 25-foot (minimum 10 feet) undisturbed upland buffer shall be provided along all contiguous wetlands measured landward from the SJRWMD wetland jurisdictional line with the exception of road crossings and other impacted areas as approved by the SJRWMD. All St. Johns County Land Development Code requirements will be followed for upland buffers and building setbacks.

(b) Wetland Crossing--An elevated bridge or some other crossing, as permitted by the St. Johns River Water Management District, shall be used to accommodate wildlife movement at Corkland Branch, a tributary of Durbin Creek. [Completed]

16. **Floodplain.** It is intended that no development will occur within the 100-year floodplain as determined on the FEMA floodplain maps, other than road crossings and very small amounts of development. Any road crossings or development within the 100-year

floodplain will be elevated or flood-proofed to a height that is at a minimum two (2) feet above the base flood elevation of the 100-year floodplain NGVD 1929.

Water and Sewer Supply.

17. Development within the Project shall occur concurrent with the provision of adequate central potable water and sewer supply meeting the adopted level of service in the St. Johns County Comprehensive Plan. Central water and sewer supply shall be provided by JEA. ~~the City of Jacksonville, Jacksonville Electric Authority ("City").~~ Pursuant to the terms of the Agreement of Purchase and Sale, the City shall at its expense, construct the infrastructure necessary to bring potable water, sanitary sewer, and electric utilities along Race Track Road to Bartram Parkway (the southern end of the north-south connector road west of I-95) within 12 months from the effective date of this Resolution. No septic tanks shall be constructed on the site. Temporary surface tanks may be used to provide sewer service to construction and marketing trailers until central sewer lines are installed.

18. Landscaped areas and other non-residential areas will be irrigated first with available stormwater until reclaimed wastewater is available on site, then such reclaimed water shall be used immediately upon availability at the site. Surficial water wells may only be used as an emergency back-up to these sources, as such use is permitted by the SJRWMD. Residential irrigation will first use reclaimed water, if found economically feasible, when available to the site, with stormwater as the backup source and groundwater used only as an emergency backup. The Developer shall conduct a feasibility study to determine the economic feasibility of reuse for residential irrigation. If determined to be economically feasible by JEA and based upon review comments by the SJRWMD, as an interim measure and until reclaimed water is available, the

Developer will construct a residential and non-residential irrigation system. This system shall be constructed to reuse standards to allow for initial use of appropriate groundwater sources and for later conversion to allow for use of reclaimed wastewater, when available.

19. Water conservation strategies, including xeriscape landscaping techniques and low-flow plumbing fixtures shall be incorporated into the construction, operation, and maintenance phases of the development, and shall be included in the covenants and deed restrictions. These conservation strategies will include the following:

(a) Drought-tolerant and xeriscape vegetation principles issued by SJRWMD shall be applied in all landscaped areas. The Developer shall strive for 50 percent such vegetation as economically and practically feasible. Landscaped areas include turf, planted vegetation, and mulch, however they do not include hardscaped areas.

(b) The Developer shall provide xeriscape/drought-tolerant literature to all future developers and residents.

(c) Utilization of only slow-release granular or organic fertilizers within common areas. All builders and property buyers will be encouraged to use xeriscape landscaping within Bartram Park and will be provided with a suggested plant list, design recommendations, maintenance and description of the xeriscape principles. The architectural review board will review all landscape plans and builder/buyer landscape options for all residential and commercial uses for utilization of such principles.

(d) The use of private irrigation wells in areas where reuse will be available is prohibited.

(e) Rain-sensors will be required for all outside irrigation.

20. Prior to site clearing or construction, the Developer shall review SJRWMD and the County's records for all recorded water wells on the DRI property and shall survey the property for existing water wells. The Developer shall immediately report the location, depth, and diameter for each of the existing ground water wells on the property to SJRWMD and the County for their records. All other existing ground water wells and all wells discovered during the development process shall be reported immediately to the SJRWMD and the County. Floridian Aquifer wells that do not fall within the SJRWMD's specific consumptive use permitting ("CUP") requirements for ~~nonpotable~~non-potable water use throughout the development are prohibited. This prohibition will be set forth via recorded covenants and ~~included in deed~~ restrictions for~~of~~ future ~~individual~~ property owners. Any abandoned wells discovered prior to or during development shall be properly plugged and abandoned in accordance with SJRWMD regulations. To the extent available, the following information should be included for each well:

(a) Owner or tenant using the well

(b) Location of the well

(c) Well contractor who constructed the well

(d) Date of well construction

(e) Use of the well

(f) Status of the well (is it currently in use?)

(g) Well casing diameter(s), depths and total depth of the well

(h) Does the well free-flow or does it require pumping to remove the water from the ground

21. A Surface Water Quality Monitoring Plan attached hereto as **Exhibit D** shall be followed for the proposed development. The Surface Water Quality Monitoring Program

("SWQMP") must be approved by the Northeast District office of the DEP and shall include sites on all waterways that are connected to Florida waters. The SWQMP will be implemented on site prior to initiating construction activities to ensure adequate data collection for establishment of background conditions. All background data will be submitted to FDEP prior to initiation of any construction activities. Monitoring data prepared in accordance with the monitoring program shall be summarized in the DRI monitoring report. If the monitoring program indicates violations of the State of Florida Water Quality Standards, in the receiving waters of the State caused by activities in the development, the Developer shall take actions to meet State standards within a reasonable time frame. The actions required addressing the identified exceedaence and the time frame for implementation of the action shall be agreed upon by the NEFRPC, FDEP, and SJRWMD. Failure to implement the agreed upon action in the time frame identified will be a violation of this condition.

22. To protect the water quality of the wetlands associated with Durbin Creek, a Natural Resource of Regional Significance, the development will be limited to one boardwalk that crosses over wetlands within the project for the purpose of non-motorized boat access. The design of this boardwalk shall comply with FDEP guidelines that allow for construction with only temporary impacts. The boardwalk must be reviewed and approved by St. Johns County, and either the Northeast District FDEP or SJRWMD, and the designated agency responsible for managing the Julington/Durbin Creek Peninsula preservation area. The requirements of the Development Order to protect the water quality of the wetlands associated with Durbin Creek hashave been completed.

Stormwater Management.

23. Development within the Project shall proceed concurrently with a contiguous, functioning, permitted management and storage of surface waters system. The Project shall meet

the adopted drainage level of service standard in the County's Comprehensive Plan. All stormwater discharge to Julington or Durbin Creek or their tributaries shall be treated prior to discharge.

Solid Waste.

24. The Project shall meet the level of service standard established in the St. Johns County Comprehensive Plan 2025.

25. The Project shall participate in the St. Johns County recycling program.

Transportation.

26. Mitigation costs for mass transit and roads for the development which is approved by this development have been deemed to be those as specifically set forth in the attached in the Transportation Mitigation Summary attached hereto as **Exhibit E**. The Developer shall mitigate for such impacts in the following manner:

27. I-95/State Road 9B Interchange Contribution.

No later than six (6) months from the effective date of this Development Order or 60 days after the Developer takes title to the property, whichever comes first, Developer shall donate to the FDOT 204 acres at the intersection of I-95 and the proposed 9B interchange as further depicted on the Master Plan at **Exhibit B**. Such land shall have a restriction in the deed that it shall be used for an interchange or other road project of FDOT. At the same time as the donation of the 204 acres, Developer shall donate an amount not to exceed 25 acres on the DRI site at a location mutually agreed upon by Developer and FDOT for the purpose of storm water retention for the interchange. [Completed]

28. Race Track Road.

(a) U.S. 1 to Bartram Springs Parkway. No later than 30 months from the effective date of the Development Order, Developer shall commence construction of the four-

laning of Race Track Road from U.S. 1 (including all necessary at-grade intersection improvements at the U.S. 1/Race Track Road intersection) to the Bartram Springs Parkway entrance into the single-family development between parcels 41 and 42, as depicted on the Master Plan. [Completed]

(b) Bartram Park Boulevard to Bartram Springs Parkway (East Segment of Race Track Road). ~~Upon~~The Developer ~~either commencing~~has funded/obtained funding for the construction of the four-laning of Race Track Road from Bartram Park Boulevard to Bartram Springs Parkway, including the I-95 bridge/flyover (the "**East Segment**~~"), or providing financial assurance (in the form of a bond, letter of credit or other form of security acceptable to the County) for construction of the East Segment~~"). More specifically, the Developer funded approximately Three Million Six Hundred Eighty-Eight Thousand Eight Hundred Twenty-Eight and 23/100 Dollars ($3,688,828.23) of the cost of the portion of the East Segment between Bartram Park Boulevard and East Peyton Parkway (the "**BTB/EPP Section of the East Segment**"), and the City of Jacksonville paid approximately Ten Million Six Hundred Eighty-One Thousand Two Hundred Fifty and No/100 Dollars ($10,681,250.00) for such segment. FDOT has agreed to fund the portion of the East Segment between East Peyton Parkway and Bartram Springs Parkway as part of FDOT's widening of Interstate 95. Because the Developer has caused the construction of the East Segment as described in this paragraph, the Developer shall be permitted to commence development of parcel 32 (located in St. Johns County) and parcels 28, 29, 30 and 31 (located in Duval County), as depicted on the Master Development Plan. ~~If an entity other than the Developer constructs the East Segment, the Developer shall be relieved from the obligation of constructing the East Segment.~~ The Developer has donated to St. Johns County approximately 13.42 acres for the East Segment [Complete]. ~~-~~The Developer shall

receive St. Johns County impact fee credits for the donation of right-of-way for the East Segment (the value of the credits is approximately One Million Nine Hundred Sixty-Two Thousand Seven Hundred Ninety-~~Nine~~Seven Dollars ($1,962,797~~9~~.00). ~~2,831,641.00).~~ The Developer shall also receive St. Johns County impact fee credits for the BTB/EPP Section of the East Segment in the amount of Three Million Six Hundred Eighty-Eight Thousand Eight Hundred Twenty-Eight and 23/100 Dollars ($3,688,828.23). Developer has contributed construction plans for the East Segment to the County [Complete].

(c) Bartram Park Boulevard to St. Johns Parkway (West Segment to Race Track Road). The Developer, its successors or assigns, has paid to St. Johns County Four Million Dollars ($4,000,000.00) for the construction of Section 1 of the west segment of Race Track Road (the "**West Segment**"). The aforementioned contribution equaled the actual cost of constructing Section 1. In addition, the Developer, its successors or assigns, shall pay to St. Johns County Seven Thousand Five Hundred Dollars ($7,500.00) per single-family unit in transportation proportionate share payment (the "**Race Track Construction Contribution**") for no fewer than 578 single-family units (for a total of Four Million Three Hundred Thirty-Five Thousand Dollars ($4,335,000.00)) proposed to be constructed on Duval County parcels 49 and 50, as depicted on the Master Development Plan (Map H), for the County's construction of Sections 1, 2 and 3 of the West Segment, as depicted on **Exhibit F**. If the Developer converts the 111 single-family units located on parcel 50 in Duval County to multi-family units, the Developer will still be required to pay total Race Track Construction Contribution of Impact Fees of Eight Hundred Thirty-Two Thousand Five Hundred Dollars ($832,500.00) for parcel 50, which sum shall be paid to the County on a per-unit basis. The Race Track Construction Contribution for each unit will be placed into escrow with the Developer when a building permit

is obtained from Duval County for such unit. The Developer will pay the total Race Track Construction Contributions collected during each calendar quarter to St. Johns County within 30 days from the beginning of the subsequent calendar quarter. St. Johns County will hold all Race Track Construction Contributions in escrow for the sole purpose of widening the West Segment of Race Track Road.~~–~~ To ensure the Developer's compliance with this Condition 28(~~3~~c), the Developer will record a deed restriction against title to all lots within tracts 49 and 50 requiring collection of the Race Track Construction Contribution be paid to Developer at the first closing of each home within said tracts, if a contribution has not already been paid for such lot. The Developer has donated to St. Johns County approximately 23.47 acres, as shown on **Exhibit F** attached) for the West Segment. The Developer shall receive St. Johns County impact fee credits for the donation of right-of-way for the West Segment (the value of the credits is approximately Three Million Four Hundred Thirty-Three Thousand Two Hundred Fifty-Two Dollars ($3,433,252.00). Developer has contributed its existing construction plans for the West Segment to the County. [West Segment Contribution Completed~~]; $1,815,000~~4,342,500 ~~of Race Track Construction Contribution Paid to Date]~~

(d) Connection of Bartram Park Boulevard to Race Track Road. Construction of the final segment of Bartram Park Boulevard from its existing terminus to Race Track Road shall be commenced on or before June 2006 and shall be completed no later than June 2007. [Completed]

(e) Right-of-Way Donation/Impact Fees and Credits. The Developer shall be given credit for the dedication of right-of-way for Race Track Road, as set forth in **Exhibit E**, dollar for dollar, against the $7,961,998 required as the Additional Transportation Contribution. ~~The value of the~~As set forth in **Exhibit E**, the Developer has contributed right-of-way for Race

Track Road valued at ~~the East Segment and West Segment is established herein as Five~~Nine Million ~~Three~~Eight Hundred ~~Ninety-Six~~Forty-One Thousand ~~Fifty-One~~Nine Hundred Twenty Nine Dollars ($~~5,396,051.00~~9,841,929.00), in Year 2000 dollars ~~(the "Future ROW Contributions"). The value of the right-of-way for the completed contributions set forth in **Exhibit E** total Four Million Four Hundred Forty-Five Thousand Eight Hundred Eighty Dollars ($4,445,880.00), in Year 2000 dollars (the "Completed ROW Contributions"). When the Future ROW Contributions are made, the Developer will have dedicated right-of-way with a total value of Nine Million Eight Hundred Forty-One Thousand Nine Hundred Thirty-One Dollars ($9,841,931.00).~~ Thus, the Developer ~~will have~~has satisfied the payment of the Additional Transportation Contribution ~~with the dedication of the Future ROW Contributions~~. ~~-~~In addition, the Developer shall receive a credit against county transportation impact fees for the value of the ~~additional~~previously donated right-of-way pursuant to the impact fee ordinance. ~~–~~St. Johns County agrees to acquire at its cost lands in St. Johns County needed to obtain sufficient right-of-way for the East Segment in excess of lands to be contributed by Developer ("**Required Right-of-Way**") in order to widen the East Segment and to construct stormwater ponds [Complete].

(f) Proportionate Share. The Developer shall receive a credit against the proportionate share of $13,538,645, as calculated pursuant to **Exhibit E**. ~~-~~If the total is less than $13,538,645, Developer will pay the difference in cash in year 2000 dollars, to the City of Jacksonville and St. Johns County in proportion to the costs of the Race Track Road improvements allocated to each county as fulfillment of this condition. The Developer acknowledges that any Impact Fee Credit Agreement with St. Johns County shall only permit credits for improvements made in St. Johns County or sums paid to St. Johns County and not for any sums paid to Duval County; provided, however, if at the time of payment for this

improvement, the cost, including the value of the right-of-way, is greater than $13,538,645, Developer shall have the right in subsequent changes to the Development Order to request credit for the difference in the estimated cost and actual cost against the Additional Transportation Contribution (as defined below). The improvements to Race Track Road and the donation of Race Track Road right-of-way shall be deemed to satisfy all DRI transportation mitigation requirements of St. Johns County. [Satisfied]

29. Duval County-St. Augustine Road.

Within thirty (30) days of the date that the City issues a Notice of Commencement for the six-laning (from 4 to 6 lanes) of St. Augustine Road adjacent to the northern boundary of the project but no later than the commencement of any development within Phase II:

(a) Developer shall pay to the City the amount of $1,000,000 to be used for the six-laning (from 4 to 6 lanes) of St. Augustine Road from the westernmost entrance of Bartram Park onto St. Augustine Road to I-95; provided, however, no such payment shall be due any earlier than twelve (12) months from the effective date of the Development Order; and [Completed]

(b) Developer shall convey right-of-way consisting of 4.8 acres adjacent to the northern boundary of Bartram Park for the six-laning of St. Augustine Road. [Completed]

Additional Transportation Contribution

30. Prior to the commencement of Phase II, Developer shall contribute $7,961,998 (in year 2000 dollars to be adjusted by U.S. Government issued annual inflation factors until the commitment is discharged and as may be adjusted due to additional right-of-way contributed as described in subsection 28(4))(the "**Additional Transportation Contribution**") to the appropriate entity for improvements to be made to significant roadways impacted by the development. Such improvements will be identified in a Notice of Proposed Change to be filed

and approved prior to the commencement of Phase II. Additional Transportation Contributions have been [sSatisfied by the Completed ROW Contributions and the Future ROW Contributions].

Project Development Environmental Study

31. No later than six (6) months from the effective date of the Development Order, Developer shall initiate, at its cost, a Project Development and Environmental Study ("**PD&E**") for a new interchange to be located at the southward extension of State Road 9B from I-95 and the East West Parkway, as proposed by the FDOT. The westward extension of this interchange will be a realigned segment of Race Track Road. This study will be conducted in accordance with FDOT's most current PD&E manual, and it will result in an approved environmental document. The Developer shall coordinate this study and the conceptual design of the new interchange with FDOT, the City of Jacksonville, St. Johns County, TPO, and any other directly affected developers/property owners. [Developer has completed study/Obligation satisfied]

Additional Transportation Provisions.

32. Except as provided elsewhere in this Development Order, costs of mitigation shall be a credit against impact fees, fair share or proportionate share contributions required by St. Johns County in accordance with the applicable St. Johns County ordinance(s).

33. Developer, its successors and assigns, shall have the right to expand and drain into stormwater retention ponds located within the boundaries of the DRI which are presently used by the FDOT, as approved by FDOT.

34. Developer shall design the project to accommodate public transit and shall work with the Jacksonville Transit Authority as necessary to coordinate this development with any plans to extend transit to the project and to St. Johns County. In addition, the Developer shall

coordinate with the TPO in promoting ridesharing, van pooling and other transportation demand management strategies. ~~-~~Any effort shall be coordinated with other major developments in this area of the region and shall be consistent with any recommendations included in the St. Johns County Northwest Sector Plan addressing transit and transportation demand management strategies~~.~~. Any efforts to promote transit and transportation demand management shall be included in the Bartram Park Monitoring Report.

35. Developer shall be responsible for the full costs of all intersection improvements, including but not limited to, signalization, turn lanes, deceleration and acceleration lanes, etc., necessary to provide access to the Bartram Park DRI as determined by the appropriate review agency. The design of the access improvements shall be approved by the appropriate review agency.

36. Developer shall diligently work with Florida East Coast Railroad ("**FEC**") in an effort to establish a crossing across the FEC railroad to U.S. 1 to provide access to development west of the railroad. All efforts made in establishing the access onto U.S. 1 shall be documented in the biennial Monitoring Reports.

37. Compliance with the requirements of th~~e~~is Transportation Section of the Development Order have been satisfied. ~~shall be deemed to meet all Developer's transportation mitigation requirements for the development approved in the Development Order.~~

Air Quality

38. The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:

(a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;

(b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;

(c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and

(d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.

Community Services/Fire Protection

39. In order for Developer to construct the widening of Race Track Road, the Developer shall donate to St. Johns County parcel 46 (not to exceed 3.02 acres), as depicted on the Master Development Plan, for use as a site for drainage and/or stormwater pond(s) for the road widening. The deed of conveyance shall contain covenants, restrictions and easements insuring that the property will be used for its intended purpose. The value of the donation will be determined by an appraisal to be performed at the time the Developer asserts its right to repurchase the site pursuant to the terms and conditions of this section. [Completed]

40. All structures greater than 35 feet in height within Bartram Park shall be protected with an automatic sprinkling system designed and installed in accordance with all applicable fire and building codes.

41. Impact fee credits shall be allowed for the donation of the land for the community services site in accordance with the applicable County impact fee ordinance. The total value of the site shall be applied against required impact fees for fire, police and emergency services.

Recreation and Open Space

42. The Developer shall create a two (2)-acre canoe access park, in the location depicted on the Master Development Plan, Map H. The park shall have a natural graded parking area with a cleared trail and elevated walkway over the wetlands as necessary from the parking

area to the canoe launch and take out area. The Developer will commence the canoe access improvements within three (3) years of the commencement of construction of commercial space on Tract 27. [Completed]

43. Bartram Parkway is the north-south spine road bisecting the portion of the DRI located west of Interstate 95. A linear park and trail will be constructed parallel to Bartram Parkway from Old St. Augustine Road to Race Track Road. The Linear Park will be at least 20 feet wide and will include a twelve-(12)-foot-wide hard surface path for public pedestrian use, together with benches and other resting areas interspersed throughout. Such Linear Park will be constructed within the same time frame as the Bartram Parkway is constructed [Complete].

~~Other~~ Those recreational components of the project will be located in ~~the~~ Duval County ~~portion of the development to serve the residential development located in Duval County and~~ are further described in the Duval County Development Order. The St Johns County portion of the recreation and open space requirements of the Development Order have been completed.

44. The Developer shall provide an averaged 30-foot scenic edge adjacent to commercial and office uses along Race Track Road and an averaged 75-foot scenic edge adjacent to residential uses along Race Track Road.

Education

45. To mitigate for educational impacts to the St. Johns County School District associated with the changes approved in NOPC Resolution 2006-175, which impacts were not contemplated in the original Development Order, Developer agreed to pay to the St. Johns County School District the mitigation sum of ~~$~~Eight Thousand Thirteen and No/100 Dollars ($8,013~~,~~.00), plus the general school impact fee due pursuant to County ordinance (which mitigation sum and impact fee are collectively referred to as the "**Original School Mitigation**"),

for each of the 367 residential units (the "**Original Units**") approved in Resolution 2006-175. The Original School Mitigation shall be paid for each of the Original Units prior to the application for the building permit for the applicable unit. After the Original School Mitigation is paid for the Original Units, the Developer shall pay to the School District the amount of ~~$18,682~~Eighteen Thousand Six Hundred Eighty-Two and No/100 Dollars ($18,682.00) (the "**Second School Mitigation**") for each of the additional 280 residential units approved by the County in NOPC Resolution 2014-92 (the "**Second Units**"). The Second School Mitigation will be paid as follows:

(a) $12,610 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(b) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

After the Original School Mitigation is paid for the Original Units and the Second School Mitigation is paid for the Second Units, the Developer shall pay to the School District the amount of $19,256 (the "**Third School Mitigation**") for each of the additional 30 residential units approved by the County in St. Johns County Resolution No. 2019-166 (the "**Third Units**"). The Third School Mitigation will be paid as follows:

(1) $13,184 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of

residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(2) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

After the Original School Mitigation is paid for the Original Units and the Second School Mitigation is paid for the Second Units, the Developer shall pay to the School District the amount of $19,256 (the "Third School Mitigation") for each of the additional 30 residential units approved by the County in NOPC Resolution 2019-___ (the "Third Units"). The Third School Mitigation will be paid as follows:

(a) $13,184 per unit shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of residential development within the applicable parcel or parcels. This portion of the proportionate share mitigation shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels; and

(b) The remaining $6,072 per unit shall be paid at the time of, and be a condition of the issuance by the County of, a building permit for each unit for which construction plans have previously been approved.

As consideration for the Developer's payment of the Second School Mitigation and the Third School Mitigation specified herein, the County shall provide a dollar for dollar credit for all proportionate share mitigation payments paid pursuant to this Development Order toward any school impact fee or exaction imposed by ordinance of the County for the same need, but in no

event shall the Second School Mitigation be less than $18,682 for each of the Second Units or the Third School Mitigation be less than $19,256 for each of the Third Units.

The Original School Mitigation, the Second School Mitigation and the Third School Mitigation as set forth in the Development Order have all been satisfied by the Developer. ~~After the Original School Mitigation is paid for the Original Units, the Second School Mitigation is paid for the Second Units and the Third School Mitigation is paid for the Third Units,~~

The~~the~~ Developer shall pay to the School District the amount of Three Hundred Twenty-Nine Thousand Eight Hundred Sixty and No/100 Dollars ($329,860.00), or One Thousand Eight Hundred Thirty-Three and No/100 Dollars ($1,833.00) per dwelling unit, (the "**Fourth School Mitigation**") for each of the additional 180~~69~~ residential units approved by the County in St. Johns County Resolution No. 2026~~5~~- (the "**Fourth Units**"). The Fourth School Mitigation will be paid as follows:

(a) One Thousand Eight Hundred Thirty-Three and No/100 Dollars ($1,833.00) per dwelling unit (collectively, the "**Proportionate Share Payment**") shall be paid at the time of, and be a condition for the issuance by the County of, approval of construction plans for each segment or phase of residential development within the applicable parcel or parcels. This Proportionate Share Payment shall be paid for all of the lots or units within said construction plans for the subject parcel or parcels.

Impact Fees

46. Impact fee credits towards any present or future impact fees that may be adopted by St. Johns County shall be allowed for any contribution of land, money (including, but not limited to, "fair share contributions") or improvements made by the Developer or the Community Development District, as the case may be, for public facilities pursuant to the

guidelines stipulated in Section 380.06(16), Florida Statutes, and St. Johns County Impact Fee ordinances 87-57, 87-58, 8759 and 87-60, as they may be amended. The Developer proposes and the County agrees that, in the event that any contributions of land, money (including proportionate share or fair share payments), or improvements funded or constructed with funds from a community development district are required by then current law to give rise to impact fee credits to the community development district, then such impact fee credit shall be established in the name of the community development district.

Community Development District

47. The Developer has indicated that it may form one or more Community Development Districts within the DRI pursuant to Chapter 190, Florida Statutes (1999). Nothing in this section shall be construed as approval or consent by the County to the establishment of the Community Development District by the Developer pursuant to Chapter 190, Florida Statutes, and 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 the Developer. Any Community Development District for Bartram Park approved pursuant to Chapter 190, Florida Statutes (1999), 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 Development Order and any other project required or authorized by this Development Order. Construction or funding by any such Community Development District of all such projects within or without the boundaries of the Community Development District required by this Development Order or necessary to serve the development approved by this Development Order is expressly approved. If the Developer is required by this Development Order to provide, pay for or otherwise cause to be provided,

infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections190.012(1) and (2) Florida Statutes (1999), then the Community Development District independently may satisfy such obligations. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation. The Developer proposes and the County agrees that, in the event that any contributions of land, money (including "fair share payments"), or improvements funded or constructed with funds from a Community Development District are required by then current law to give rise to impact fee credits to the Community Development District, then such impact fee credits shall be established in the name of the Community Development District.

Hurricane Evacuation

48. Access to the southeast quadrant onto Race Track Road shall be adequately designed to facilitate emergency evacuation. The Developer will design the main access as a four-lane entranceway, and shall explore the potential for an entrance onto U.S. 1.

Silviculture

49. St. Johns County hereby acknowledges that the property which is the subject of this Development Order is presently being utilized in an on-going silviculture operation. Nothing in this Development Order shall be deemed to prohibit such silviculture practices. The silviculture operation shall continue until such time as the Developer commences development of that portion of the property. However, silviculture shall be prohibited in that portion of property which consists of wetland areas to be preserved and those areas immediately adjacent to wetlands which will be used as buffers to the wetland ~~areas~~areas.

Historical and Archeological Sites

50. Should any regionally significant historical and archaeological resources by discovered in the course of development, the developer shall immediately notify the Division of Historical resources. No disruption of the findings shall be permitted until the investigation is complete and the Division of Historical Resources has rendered a recommendation which will be binding to the Developer.

Notices

Any and all notices required or allowed to be given to the Developer shall also be mailed or delivered to the Authorized Agent or his successors in office as follows:

Developer
J. Thomas Dodson, Jr.
700 Ponte Vedra Lake Boulevard
Ponte Vedra, Florida 32082
Phone (904) 280-7100

Authorized Agent
Ellen Avery-Smith, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
Phone (904) 825-1615

Validity of Development Order

In the event that a portion of this Development Order is determined to be invalid by a court of competent jurisdiction as applied to any persons or circumstances, such portions or sections shall remain in full force and effect as to all other persons or circumstances, and the remaining portions or sections of this development order not affected by such judicial determination shall remain in full force and effect as to all persons and circumstances.

RENDITION

Within 10 days of the adoption of this Development Order, St. Johns County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to the Florida Department of Economic Opportunity, Bureau of Community Planning & Development and the Developer.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS ____, DAY OF _____, ~~2019~~20265.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:_____
Chairman

ATTEST: Cheryl Strickland

By:_____
Deputy Clerk

Adopted Regular meeting _____, ~~2019~~20265
Effective:_____, ~~2019~~20265

TANGENCY OF SAID CURVE; THENCE NORTH 34°37'35" EAST, CONTINUING ALONG LAST SAID LINE, 373.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.71 ACRES, MORE OR LESS.

TOGETHER WITH ADDITIONAL DRI PROPERTY – 2025:

PARCELS 1 & 2 COMBINED

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°45'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, SAID LINE BEING THE DIVIDING LINE BETWEEN DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1356.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING; THENCE NORTH 00°32'47" WEST, ALONG THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, A DISTANCE OF 22.95 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG SAID RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1125.76 FEET, AN ARC DISTANCE OF 139.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°46'31" EAST, 139.72 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 89°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2828.27 FEET, AN ARC DISTANCE OF 478.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°55'13" EAST, 477.93 FEET, TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2190, PAGE 1629, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 00°58'20" EAST, ALONG LAST SAID LINE, 1316.59 FEET, TO THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A NORTHERLY LINE OF THOSE LAST SAID LANDS; THENCE NORTH 89°50'12" WEST, ALONG LAST SAID LINE, 1378.02 FEET, TO THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING AN EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 00°14'45" EAST, ALONG THE LAST SAID LINE, 823.25 FEET, TO AN ANGLE POINT ON THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2437, PAGE 408, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 00°16'04" EAST, ALONG LAST SAID LINE, 527.46 FEET, TO THE POINT OF BEGINNING

CONTAINING 42.84 ACRES, MORE OR LESS.

BARTRAM PARK



MAP H - DEVELOPMENT PLAN

REVISED: 09/24/26

241722-4
6191380-1

EXHIBIT C

Land Use ~~Exchange~~ Conversion Table

Table 3 - Bartram Park DRI Land Use Conversion Matrix

					Converting From			
	ITE Land Use Code	Description	Unit	Trip Rate	210 Single Family DU 0.7319	220 Multi Family DU 0.4815	710 Office 1,000 sf 1.0896	820 Commercial 1,000 sf 3.0404
Converting To	210	Single Family	DU	0.7319	1.000	0.658	1.489	4.154
	220	Multi Family	DU	0.4815	1.520	1.000	2.263	6.314
	710	Office	1,000 sf	1.0896	0.672	0.442	1.000	2.790
	820	Commercial	1,000 sf	3.0404	0.241	0.158	0.358	1.000

Examples:

Converting 20,000 sf of office to single family residential
20 x 1.489 = 29.78 or 30 single family dwelling units

Converting 7,184 sf of commercial to single family residential
7.184 x 4.154 = 29.84 or 30 single family dwelling units

Converting 10,000 sf of office to commercial
10 x 0.358 or 3,580 square feet of office space

2412722_4
6191380_1

BP3-15mdrz

Revised Table 21-4
Bartram Park Phase 3 Year 2015 (15 Year Full Build-Out) Cumulative Trip Generation for Revised Land Plan Dated July 29, 1999

Land Use Group	ITE Code	Bartram Park DRI Parcel #	Location of Development	DRI TAZ	JUATS TAZ	Land Use	Phase 3 Quantity	Build-Out Quantity	% of Build-Out	Units	Total Daily	% Pass-by	Pass-by Daily	Non Pass-by Daily	% Internal	Internal Daily	Daily Ext Trips	Total PM Pk	% Pass-by	Pass-by PM Pk	Non Pass-by PM Pk	% Internal	Internal PM Pk	PM Pk Ext Trips	In	Out	Grp Non Pass-by PM Grp % PM
Residential	210	Eastern 35	Jax	16	854	Single Family	198	198	100%	DU's	1,943	0%	0	1,943	10.7%	207	1,736	199	0%	0	199	10.7%	21	178	114	64	5,999
	210	Western 35	Jax	16	855	Single Family	1,463	1,463	100%	DU's	12,299	0%	0	12,299	13.6%	1,682	10,537	1,204	0%	0	1,204	13.6%	167	1,037	664	373	31%
	220	12, 13, 14	Jax	5	844	Apartments	1,197	1,197	100%	DU's	7,309	0%	0	7,309	18.1%	1,324	5,985	666	0%	0	666	18.1%	121	545	355	189	
	220	21, 23	Jax	8	847	Apartments	681	681	100%	DU's	4,216	0%	0	4,216	21.0%	883	3,333	387	0%	0	387	21.0%	81	306	205	101	
	220	28	Jax	10	849	Apartments	276	276	100%	DU's	1,786	0%	0	1,786	18.1%	324	1,464	168	0%	0	168	18.1%	30	138	92	46	
	220	39, 40	Jax	15	854	Apartments	540	540	100%	DU's	3,371	0%	0	3,371	0.0%	0	3,371	311	0%	0	311	0.0%	0	311	208	103	
	310	4	Jax	2	841	Hotel	234	234	100%	Rooms	1,725	6%	104	1,620	11.9%	205	1,520	128	0%	0	128	11.9%	15	113	55	58	
	310	31, 32	Jax	13	852	Hotel	616	616	100%	Rooms	5,143	0%	0	5,143	2.4%	123	5,020	412	0%	0	412	2.4%	10	402	197	205	
Official/ Institutional	520	37	Jax	14	853	Elem School	700	700	100%	Students	672	0%	0	672	17.2%	115	557	72	0%	0	72	17.2%	1	6	2	4	5,999
	710	5, 9, 10	Jax	4	843	General Office	1,170,560	1,170,560	100%	GSF	8,778	0%	0	8,778	11.1%	977	7,802	1,392	0%	0	1,392	11.1%	155	1,237	219	1,027	39%
	710	16, 17, 19	Jax	6	845	General Office	486,376	486,376	100%	GSF	4,472	0%	0	4,472	15.1%	677	3,795	625	0%	0	625	15.1%	95	530	90	440	
	710	20, 22, 24	Jax	7	846	General Office	763,765	763,765	100%	GSF	6,335	0%	0	6,335	14.1%	890	5,445	805	0%	0	805	14.1%	132	673	137	566	
	710	25	Jax w/44,830 SF SJC	9	848	General Office	1,028,311	1,028,311	100%	GSF	7,947	0%	0	7,947	11.7%	927	7,020	1,232	0%	0	1,232	11.7%	144	1,088	185	903	
	710	45	Jax	17	856	General Office	650,760	650,760	100%	GSF	5,593	0%	0	5,593	16.0%	0	5,593	809	0%	0	809	16.0%	0	809	138	671	
Commercial	820	1, 2, 3, 5	Jax	1	840	Commercial	467,324	467,324	100%	GLSF	16,371	24.8%	4,582	13,809	11.8%	1,636	12,174	1,737	24.8%	431	1,306	11.8%	155	1,151	552	599	3,833
	820	18	Jax	6	845	Commercial	45,375	45,375	100%	GLSF	4,101	41.3%	1,693	2,408	15.1%	365	2,043	373	41.3%	164	210	15.1%	33	180	69	67	36%
	820	27, 26	SJC	11	850	Commercial	142,544	142,544	100%	GLSF	8,502	35.1%	3,004	5,558	12.6%	702	4,856	753	35.1%	278	315	12.6%	65	450	216	234	
	820	30, 33, 34	Jax w/11,671 SF SJC	12	851	Commercial	69,833	69,833	100%	GLSF	6,353	28.8%	1,817	4,536	2.6%	135	4,411	594	28.8%	167	417	2.6%	12	405	194	211	
	820	41, 42, 43, 44	SJC w/68,159 SF Jax	14	853	Commercial	288,028	288,028	100%	GLSF	13,458	16.4%	2,207	11,251	17.3%	1,953	9,318	1,262	16.4%	207	1,055	17.3%	191	874	420	454	
	820	38	Jax	18	857	Commercial	81,111	81,111	100%	GLSF	5,958	41.3%	2,463	3,495	0.0%	0	3,495	547	41.3%	226	321	0.0%	0	321	154	167	
	TOTALS										134,648	11.7%	15,746	118,902	11.8%	13,941	104,961	14,255	19.2%	1,463	12,832	11.7%	1,495	11,337	4,586	6,751	100%

Source: *Trip Generation, 6th Edition, ITE.*

Cumulative Land Use Totals for Phase 3				
Land Use	Phase 3 Quantity	Build-Out Quantity	% of Build-Out	Units
Single Family	1,660	1,660	100%	DU's
Apartments	3,629	3,629	100%	DU's
Hotel	850	850	100%	Rooms
Elem School	700	700	100%	Students
General Office	4,099,822	4,099,822	100%	GSF
Commercial	1,114,015	1,114,015	100%	GLSF

Non Pass-by Daily Trips by Origin			
TAZ	Total	Jax	St Johns
840	13,809	13,809	0
841	1,725	1,725	0
842	5,733	5,733	0
843	8,778	8,778	0
844	7,309	7,309	0
845	6,880	6,880	0
846	6,325	6,325	0
847	4,216	4,216	0
848	7,947	7,601	346
849	1,786	1,786	0
850	5,558	0	5,558
851	4,536	3,945	591
852	5,143	5,143	0
853	11,923	3,334	8,589
854	5,314	5,314	0
855	12,228	12,228	0
856	5,593	5,593	0
857	3,495	3,495	0
	118,302	103,216	15,084
		87.2%	12.8%

Non Pass-by PM Pk Hr Trips by Origin			
TAZ	Total	Jax	St Johns
840	1,309	1,309	0
841	128	128	0
842	524	524	0
843	1,392	1,392	0
844	666	666	0
845	844	844	0
846	935	935	0
847	387	387	0
848	1,232	1,178	54
849	168	168	0
850	515	0	515
851	417	363	54
852	412	412	0
853	1,062	257	805
854	510	510	0
855	1,204	1,204	0
856	809	809	0
857	321	321	0
	12,832	11,404	1,428
		88.9%	11.1%

Daily External Trip Summary		
Trip Origin	Trips	%
Jacksonville	91,612	87.7%
St Johns County	12,849	12.3%
Total	104,361	100.0%

PM Pk Hr External Trip Summary		
Trip Origin	Trips	%
Jacksonville	10,109	88.3%
St Johns County	1,217	10.7%
Total	11,337	100.0%

Robinson Engineering Group

Revised 2/11/00

~~E~~XHIBIT D

Surface Water Quality Monitoring Plan

[No Changes]

EXHIBIT E

Bartram Park DRI

Race Track Road ROW Contributions

ROW Value per Acre (Yr. 2000 Dollars):				$146,270
Completed Contributions:	Parcel	Acres	Total	ROW Value
Spine Rd. to US 1	7	5.060		
	7A	5.090		
	7B	9.140		
	7C	1.220		
			20.510	$3,000,000
Bartram Park Connection (Middle)	105	2.243		
	106A	2.791		
	106B	1.985		
	106C	2.866		
			9.885	$1,445,880
~~Contributed to Date~~			~~30.395~~	~~$4,445,880~~
~~Future Contributions:~~	~~Parcel~~	~~Acres~~	~~Total~~	~~ROW Value~~
West Segment	100A	4.858		
	100B	2.495		
(Celestina Master Stormwater)	100C	3.000		
	102A	0.127		
	102B	7.882		
	102C	2.680		
	102D	2.430		
			23.472	$3,433,252
East Segment	110A	4.631		
Bartram Commons Master Stormwater	110C	5.024		
	111	3.764		
			13.419	$1,962,797
Total Contributed ROW:			67.286	$9,841,929

EXHIBIT E (continued)

Bartram Park (St. Johns County)

Transportation Mitigation Schedule

	Proposed	Actual	Status
Proportionate Share Requirement	$13,538,645	$13,538,645	
Mitigation Values:			
ROW Contributions			
East Spine Rd. to US1 ROW (20.51 acres)	$3,000,000	$3,000,000	Complete
East Race Track Section (9.65 acres)	~~0~~	$1,962,~~799~~797	Complete
Central Race Track Section (7.63 acres)	~~0~~	$1,445,880	Complete
West Race Track Section (26.02 acres)	~~0~~	~~-~~	$3,433,252 Complete
Total ROW Value (63.81 Acres)	$3,000,000	$9,841,~~931~~929	
Race Track Road Construction Value			
Race Track Road Improvements	$10,538,645	~~0~~	~~-~~ Complete
East Spine Rd. to US1 ROW	~~0~~	$2,377,310	Complete
East Section Improvements	~~0~~	~~0~~	~~Pending~~ $10,681,250 Complete
Central Section Improvements	~~0~~	$2,646,589	Complete
West Section Improvements			Complete
Cash Payment for County Segment	~~0~~	$4,000,000	Complete
Race Track Construction Contribution	$ ~~0~~	~~-~~	$4,342,500~~*~~ ~~In Process~~ Complete
Total Race Track Road Cost	$10,538,645	$~~13,366,399~~24,047,649	
Total Mitigation	$13,538,645	$~~23,208,399~~	33,889,578
Additional Mitigation Value		~~($9,669,685)~~	$20,350,933

~~*$1,815,000 paid to date.~~

Instr #2016023754 BK: 4179 PG: 36, Filed & Recorded: 4/19/2016 10:19 AM #Pgs:4
Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $35.50 Doc. D $19,600.00

THIS INSTRUMENT WAS PREPARED BY
RECORD AND RETURN TO:
Susan Bloodworth, Esq.
McClure Bloodworth, P.L
81 King Street, Suite A
St Augustine, Florida 32084

Parcel No: 023520-0000

SPECIAL WARRANTY DEED

COPY

THIS INDENTURE, made as of this 18th day of April, 2016, by **MICHAEL E. AND LEA D. GRUBBS,** husband and wife, whose address is 5404 Racetrack Road, St. Augustine, FL 32095 ("Grantor"), in favor of **SAINT JOHNS DEVELOPMENT PARTNERS, LLC,** a Florida limited liability company, whose address is 11975 Aladdin Road, Jacksonville, FL 32223 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of St. Johns, State of Florida, to wit:

See Exhibit "A" attached hereto

TOGETHER WITH all tenements, hereditaments, easements and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property").

TOGETHER WITH all of Grantor's right, title and interest in and to any existing or proposed streets, roadways, alleys and/or right of ways which are adjacent to the Property.

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

AND, Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; Grantor has good right and authority to sell and convey the Property, and fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its duly authorized representative as of the day and year first above written.

Signed and Sealed in
Our Presence:
Name: SUSAN S. BLOODWORTH

MICHAEL E. GRUBBS

Name: VICKY L. WILLIAMS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by **MICHAEL E. GRUBBS**. He ~~is personally known to me~~ or has produced Florida driver's license as identification.

VICKY L. WILLIAMS
Commission # EE 846686
Expires October 25, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida
Name:
My Commission Expires:
My Commission Number is:

COPY

Signed and Sealed in
Our Presence:
Name: SUSAN S. BLOODWORTH

LEA D. GRUBBS

Name: VICKY L. WILLIAMS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by **LEA D. GRUBBS**. She ~~is personally known to me~~ or has produced Florida driver's license as identification.

VICKY L. WILLIAMS
Commission # EE 846686
Expires October 25, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida
Name:
My Commission Expires:
My Commission Number is:

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°46'43" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 5, SAID LINE BEING THE DIVIDING LINE BETWEEN DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1356.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, AND THE POINT OF BEGINNING; THENCE SOUTH 89°43'01" EAST, ALONG THE NORTHERLY LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17305, PAGE 988, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 1148.16 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2828.27 FEET, AN ARC DISTANCE OF 211.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°13'05" EAST, 211.67 FEET, TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2190, PAGE 1620, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 00°38'20" EAST, ALONG LAST SAID LINE, 1316.59 FEET, TO THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE NORTHERLY LINE OF THOSE LAST SAID LANDS; THENCE NORTH 89°60'32" WEST, ALONG LAST SAID LINE, 1378.02 FEET, TO THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 00°14'45" EAST, ALONG THE LAST SAID LINE, 823.25 FEET, TO AN ANGLE POINT ON THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2437, PAGE 408, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 00°16'04" EAST, ALONG LAST SAID LINE, 527.48 FEET, TO THE POINT OF BEGINNING.

CONTAINING 42.29 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING THE SAME LANDS AS THOSE DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2382, PAGE 156 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LESS ANY PORTION LYING WITHIN THE CURRENT RIGHT OF WAY OF RACETRACK ROAD.

PARCEL 2

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, SAID LINE BEING THE DIVIDING LINE BETWEEN DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1356.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING; THENCE SOUTH 89°43'01" EAST, ALONG THE NORTHERLY LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, ALSO BEING THE DIVIDING LINE BETWEEN SAID COUNTIES, AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2382, PAGE 156, OF THE CURRENT PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, A DISTANCE OF 1148.16 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG SAID RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2828.30 FEET, AN ARC DISTANCE OF 266.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°03'53" WEST, 266.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 88°46'01" WEST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1125.76 FEET, AN ARC DISTANCE OF 139.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°40'31" WEST, 139.72 FEET, TO THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32; THENCE SOUTH 00°32'47" EAST, ALONG LAST SAID LINE, 22.95 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING THE SAME LANDS AS THOSE DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5264, PAGE 374 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Also described as:

PARCELS 1 & 2 COMBINED

A PORTION OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 89°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 32, SAID LINE BEING THE DIVIDING LINE BETWEEN DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1356.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING; THENCE NORTH 00°32'47" WEST, ALONG THE WESTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 32, A DISTANCE OF 22.95 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG SAID RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1125.76 FEET, AN ARC DISTANCE OF 139.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°40'31" EAST, 139.72 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 88°46'01" EAST, 742.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2828.27 FEET, AN ARC DISTANCE OF 478.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°59'13" EAST, 477.93 FEET, TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2190, PAGE 1620, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 00°38'20" EAST, ALONG LAST SAID LINE, 1316.59 FEET, TO THE SOUTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING A NORTHERLY LINE OF THOSE LAST SAID LANDS; THENCE NORTH 89°50'32" WEST, ALONG LAST SAID LINE, 1378.02 FEET, TO THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING AN EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 00°14'45" EAST, ALONG THE LAST SAID LINE, 823.25 FEET, TO AN ANGLE POINT ON THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5, ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2437, PAGE 408, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE NORTH 00°18'04" EAST, ALONG LAST SAID LINE, 527.46 FEET, TO THE POINT OF BEGINNING

CONTAINING 42.84 ACRES, MORE OR LESS.

Introduced by the Council President at the request of the Mayor:

ORDINANCE 2023-668-E

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE AND DELIVER AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND ST. JOHNS COUNTY, FLORIDA ("SJC"), AS AUTHORIZED BY SECTION 163.01, *FLORIDA STATUTES*, FOR THE PURPOSE OF ALLOCATING THE DUTIES AND OBLIGATIONS WITH REGARD TO PERMITTING, OPERATION, MAINTENANCE AND REPAIR OF CERTAIN PORTIONS OF RACE TRACK ROAD WITH PORTIONS THEREOF IN BOTH CITY COUNCIL DISTRICT 11 AND SJC; PROVIDING FOR OVERSIGHT BY THE PUBLIC WORKS DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville ("City") and Eastland Development Group, Inc. ("Eastland") entered into an agreement with respect to the funding and construction of widening to four (4) lanes a portion of Race Tack Road ("East Section of Race Track Road"), which is located in the City and transitions into St. Johns County, Florida ("SJC"), which agreement was authorized by Ordinance 2021-787-E;

WHEREAS, upon completion of construction of the East Section of Race Track Road, those portions of the East Section of Race Track Road owned by Eastland located within the City and SJC will be dedicated and conveyed to the City and SJC as to those portions located within each jurisdiction respectively; and

WHEREAS, City and SJC desire to enter into an interlocal agreement to allocate the duties and obligations between the parties with regard to the permitting, operation, maintenance and repair of the East Section of Race Track Road and provide that after conveyance, SJC shall operate, maintain and repair the East Section of Race Track Road in a good and workmanlike manner at its sole cost and expense; now therefore,

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Incorporating Recitals. The recitals set forth above are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption thereof.

Section 2. Approval and Execution of Interlocal Agreement authorized. There is hereby approved, and Mayor, or her designee, and the Corporation Secretary are hereby authorized to execute and deliver, for and on behalf of the City, the Interlocal Agreement between City and SJC, in substantially the same form attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Agreement"), as authorized by Section 163.01, *Florida Statutes*. The Agreement may include such additions, deletions, and changes as may be reasonable, necessary, and incidental for carrying out the purposes thereof, as may be acceptable to the Mayor or her designee, with such inclusion and acceptance being evidenced by execution of the Agreement by the Mayor or her designee; provided however, no modification of the Agreement may increase the financial obligations or liability of the City to an amount in excess of the amount stated in the Agreement, and any such modification shall be technical only and shall be subject to appropriate legal review and approval by the Office of General Counsel. For purposes of this Ordinance, the term "technical changes" is defined as those changes having no financial impact to the City or other non-substantive changes that do not substantively increase

the duties and responsibilities of the City under the provisions of the Agreement.

Section 3. Oversight. The Public Works Department shall provide oversight of the Agreement and the project described herein.

Section 4. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Joelle J. Dillard

Office of General Counsel

Legislation prepared by: Joelle J. Dillard

GC-#1588368-v1-Leg_2023_-_Interlocal_Agreement_Racetrack_Road.docx

Resolution No. 2023-277

INTERLOCAL AGREEMENT
BETWEEN CITY OF JACKSONVILLE
AND ST. JOHNS COUNTY
REGARDING MAINTENANCE OF RACE TRACK ROAD

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 by and between the City of Jacksonville, Duval County, Florida, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("Jacksonville") and St. Johns County, Florida, a political subdivision existing under the laws of the State of Florida ("St. Johns").

RECITALS:

WHEREAS, Eastland Development Group, Inc. ("EDGI") and Jacksonville entered into that certain *Public Infrastructure Capital Improvements Costs Disbursement Agreement Between City of Jacksonville and Eastland Development Group, Inc.* dated December 15, 2021 ("City Agreement"), for the funding and construction of widening to four (4) lanes a portion of Race Tack Road, which is located in the City of Jacksonville and transitions into St. Johns County, extending approximately from Bartram Park Boulevard to the proposed intersection of East Peyton Parkway and Race Track Road, as further shown on the depiction attached hereto as Exhibit "A" (hereinafter referred to as the "East Section of Race Track Road"); and

WHEREAS, EDGI is owner of certain lands within the City of Jacksonville and St. Johns County which are to be used for the East Section of Race Track Road; and

WHEREAS, Jacksonville and EDGI are solely responsible for the design, engineering, permitting, construction, inspection, and funding of the East Section of Race Track Road; and

WHEREAS, Jacksonville and EDGI agree to design, engineer, construct and permit the East Section of Race Track Road to St. Johns County construction standards and specifications; and

WHEREAS, upon completion of construction of the East Section of Race Track Road, those portions of the East Section of Race Track Road owned by EDGI located within the City of Jacksonville and St. Johns County will be dedicated and conveyed to Jacksonville and St. Johns as to those portions located within each jurisdiction respectively; and

WHEREAS, upon the conveyance and acceptance of the East Section of Race Track Road to each party, St. Johns agrees to thereafter operate, maintain, and repair the East Section of Race Track Road right-of-way, excluding any landscaping that may be installed in, on, or adjacent to the right-of-way, regardless of whether any such portion of the road is within or outside of the jurisdiction of St. Johns, at its sole cost and expense; and

WHEREAS, Jacksonville and St. Johns wish to establish and set forth in this Agreement the duties and obligations between the parties with regard to the permitting, operation, maintenance and repair of the East Section of Race Track Road; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969 (the "Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Jacksonville and St. Johns find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties, and purposes authorized by law; and,

WHEREAS, Jacksonville and St. Johns desire to enter into this Agreement for the purposes of exercising jointly their common powers and authority concerning the permitting, operation, maintenance and repair of the East Section of Race Track Road and to specify the responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. **RECITALS AND EXHIBITS**.
   The above recitals and attached exhibits are specifically incorporated by reference and made a part of this Agreement.

2. **EFFECTIVE DATE**.
   The effective date of this Agreement will be the date the last of the parties to be charged executes the Agreement.

3. **TERM**.
   The term of this Agreement shall commence upon the effective date and, unless terminated by either party as herein provided or renewed by the parties, shall expire and terminate on the twentieth (20^{th}) anniversary of the effective date. Thereafter, this Agreement shall automatically renew for successive and continuing five (5) year terms unless terminated by either party as provided herein.

4. **COMPLIANCE.**
St. Johns shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and the transferred permits.

5. **PERMITS.**

A. *Jacksonville.*
Jacksonville shall relinquish all rights to grant permits or authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road located within its jurisdiction.

B. *St. Johns.*
St. Johns shall have sole authority to grant permits and authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road, consistent with its construction specifications and standards and all applicable federal, state and local laws. Landscaping permitted within the right of way shall consist only of trees and grass. If additional landscaping is desired, the developer requesting such landscaping shall enter into a separate maintenance agreement with the parties. Following conveyance and acceptance of the East Section of Race Track Road, St. Johns agrees to thereafter timely process all future applications, permits and authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road in a reasonable manner, consistent with its construction specifications and standards and all applicable federal, state and local laws.

C. *No Merger.*
In the performance of this Agreement Jacksonville and St. Johns may be required to obtain one or more permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written consent of both parties. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Jacksonville or St. Johns permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such permit.

6. **OPERATION, MAINTENANCE AND REPAIR BY ST. JOHNS.**

A. Upon conveyance and acceptance of the East Section of Race Track Road to the respective parties, and transfer of all state and federal permits, and the submittal of as-built surveys, St. Johns shall operate, maintain and repair the East Section of Race Track Road within right-of-way , including but not limited to, pavement, sidewalk, curb and gutters, drainage systems, traffic signals, loops, signal equipment, signs, striping, pavement markings, and streetlights, excluding any landscaping that may be installed in, on, or adjacent to the right-

of-way, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and the transferred permits. Nothing in this Agreement shall obligate Jacksonville to maintain or repair the East Section of Race Track Road, said obligations remain the sole responsibility of St. Johns, unless the Agreement is terminated as provided for herein. Work performed by St. Johns in accordance with this Agreement and the transferred permits will be done according to St. Johns' standard practices and Jacksonville shall have no authority or right to direct work or cause St. Johns to perform any work.

B. Should St. Johns fail to operate, maintain, and repair the East Section of Race Track Road in accordance with the terms and provisions of this Agreement or the transferred permits, Jacksonville may elect, at its sole cost and expense to perform such operation, maintenance, or repair to protect the public health, safety, or welfare, following notice and time to cure as set forth in Section 9 below.

C. St. Johns agrees to allow Jacksonville access to all portions of the East Section of Race Track Road should the event described in Paragraph 6.B above occur.

7. **ACCESS – LICENSE, EASEMENT OR APPROVAL.**
Following the conveyance and acceptance of the East Section of Race Track Road to the respective parties, Jacksonville and St. Johns agree to grant to each other any and all such licenses, easements or similar documents needed, over those portions of the East Section of Race Track Road owned and within the jurisdiction of each respective party, for the limited purpose of operating, maintaining and repairing the East Section of Race Track Road.

8. **WARRANTIES.**
After conveyance and acceptance of the East Section of Race Track Road to the respective parties Jacksonville shall transfer all transferrable warranties and guarantees of work, concerning construction of the East Section of Race Track Road to St. Johns. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable local, state, and federal laws and any applicable agreements entered into between EDGI or Jacksonville, or both, and their contractors.

9. **DEFAULT AND REMEDIES.**

A. *Event of Default.*
A breach by either Party of any term, covenant, condition, obligation, or agreement under this Agreement shall be an Event of Default.

B. *Notice, Cure.*
No Event of Default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of thirty (30) days after such notice;

provided, however, if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursuing such cure.

C. *Remedies.*

Should either party assert an Event of Default and such Event of Default remains uncured for more than thirty (30) days, or the time agreed upon by the Parties, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to such Event of Default.

If the parties are unable to resolve the controversy or claim each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

10. **SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY.**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as waiving or increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended for time to time.

11. **FURTHER ASSURANCES.**

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

12. **NOTIFICATIONS.**

All notices, communications and determinations required or permitted including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

City of Jacksonville: City Engineer
Department of Public Works
City of Jacksonville
214 N. Hogan Street
Jacksonville, Florida 32202

With a copy to:	Office of General Counsel Attn: Corporation Secretary 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202
St. Johns County:	County Engineer Department of Public Works St. Johns County 2750 Industry Center Road St. Augustine, FL 32084
With a copy to:	Kealey West, Esq. Office of County Attorney St. Johns County 500 San Sebastian View St. Augustine, FL 32084

13. **AUTHORITY.**
Jacksonville and St. Johns represent and warrant to one another that each has full right and authority to execute and perform its obligations under the Agreement.

14. **GOVERNING LAW.**
This Agreement, and the rights and obligations of the Jacksonville and St. Johns hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County or St. Johns County, Florida.

15. **JOINT PREPARATION AND INTERPRETATION.**
Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one Party than the other.

16. **VOLUNTARY EXECUTION OF AGREEMENT.**
Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

17. **ENTIRE AGREEMENT.**

This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

18. **SEVERABILITY.**

If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

19. **AMENDMENT.**

This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

20. **CAPTIONS.**

The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, extend, limit or aid in the interpretation or meaning of this Agreement.

21. **COMPUTATION OF TIME.**

In computing any period of time prescribed in the Agreement, the day of the act, event or Event of Default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

22. **THIRD PARTY BENEFICIARIES.**

This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. **SUFFICIENCY OF CONSIDERATION.**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

24. **WAIVER.**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

25. **ELECTRONIC SIGNATURES; COUNTERPART EXECUTION.**

This Agreement may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement which consists of ___ pages.

St. Johns County, Florida, a political subdivision of the State of Florida

Joy Andrews
Interim County Administrator

Approved as to form and legal sufficiency:

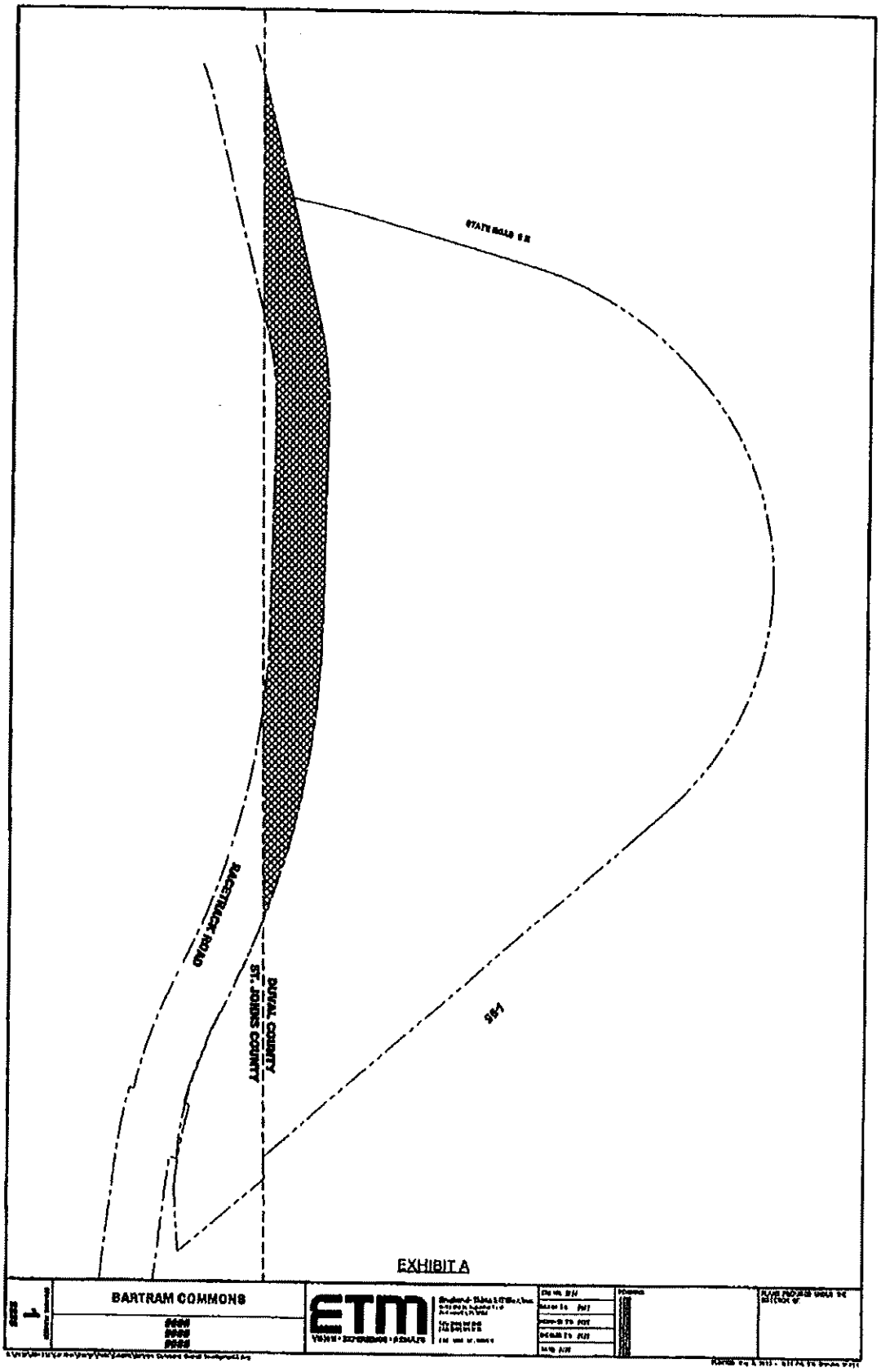
_____

City of Jacksonville, a consolidated political subdivision and municipal corporation of the State of Florida

By: _____
Name: _____
Its: _____

Form Approved:

_____
Assistant General Counsel


STATE ROAD 9 B
BACKWATER RIVER
DUVAL COUNTY
ST. JOHNS COUNTY
SR-1
EXHIBIT A
BARTRAM COMMONS
ETM

Bartram Park - Residential Development Summary

City of Jacksonville

COJ Currently Approved, Allocated or Built	9,265 DU
COJ Maximum Allowance with Conversion	9,600 DU

Built/Platted as of 5.1.2025

Tract/ Parcel	Development Name	DUS
Single Family		
Parcel 35	Bartram Springs	1,400
Parcel 49	Bartram Creek	542
Parcel 50	The Crossings	136
Tract 21/23 Parcel 21-23	Bartram Park Preserve Ph 1 & 2	436
Tract 23/25 Parcel 25	Bartram Park Preserve PH 3	158
		2,672
MULTI-FAMILY		
Tract 1 Parcel 6	Williams Walk MF	380
Tract 3 Parcel 7	Stonefield MF	252
Tract 13 Parcel 9/10	Summerlin MF	320
Tract 5 Parcel 13	Verano	296
Tract 6 Parcel 16	Indigo- DANIEL	323
Tract 11 Parcel 11	Emerald Preserve MF	168
Tract 9 Parcel 19	Hawthorne Condo	196
Tract 4 Parcel 14	Twin Leaf Condo	302
Tract 9 Parcel 19 (P17)	Arrowwood	212
Tract 8 Parcel 16/18	Greenbriar	344
Tract 19 Parcel 21/10	Lakeline at BP (Carlton) MF	750
Parcel 55	Linden House MF	297
Tract 22/24 Parcel 25/26	The Carlyle (Circle Crescent)	336
Parcel 20 & 22	Bayberry	286
Parcel 24	Montevilla MF	160
Parcel 35	Villages of Bartram Springs TH	294
Parcel 39	Grand Capital Hurston MF	240
Parcel 40	Walden @ Bartram Springs	268
		5,424

Duval County Residential Total:	**8,096**
Allocated to Chadbourne (plans approved for 384 units):	**1,069**
Parcel 38 (***Allocated - Not Built)***	**100**
Total Residential Units Approved, Allocated or Built	**9,265**
Development Order Cap on Residential Units	**9,600**
Potential Residential Units Available	**335**

St. Johns County

St. Johns County Max Allowed	646

Single Family Built		
Parcel 51-53	Celestina	**635**
	Remaining St. Johns County:	**11**

Parcel	DEVELOPMENT NAME	RETAIL SQ. FT.	OFFICE SQ. FT.	HOTEL ROOMS
	Duval County			
1	Wachovia Outparcel	4,025		
1	BOA Outparcel	4,400		
1	First Coast Energy	6,250		
1	First Guaranty Bank	4,080		
1	Polio Tropical	3,771		
2	Kohls Ph 1	96,077		
2	Tutor Time		15,000	
2	Bartram Vilage Retail	25,425		
2	PDQ (Restaurant)	3,900		
3	Shoppes at Bartram Pk	86,200		
3	Shoppes Ph 2	28,554		
3	Daruma Steakhouse	9,524		
3	Shoppes @ Bartram Ph III	14,639		
3	Bono's BBQ	4,000		
1-3	***Totals***	***290,845***	***15,000***	***0***
4	Gate Food Post	4,800		
4	Goodyear Tire & Service Center	8,600		
4	Growing Room Child Care		14,204	
4	Community First Credit Union	3,994		
4	Tires Plus	7,700		
5	Hampton Inn			103
5	Zaxby's	4,000		
5	Dunkin Donuts (p/o Tract 5)	3,500		
5	Wendy's Restaurant	3,450		
5	Residence Inn (84,000 sf)			122
5	Panda Express Restaurant	2,700		
5	Moe's Restaurant	2,820		
5	Kiddie Academy	10,000		
5	Holiday Inn Express			90
4-5	***Totals***	***51,564***	***14,204***	***315***
8	Brooks Bartram Skilled Nursing Facility		76,899	
8	Brooks Bartram Assisted Living Facility		52,000	
8	Brooks Bartram Memory Care Facility		32,660	
8	Brooks Bartram Rehab Hospital		94,000	
10	Bartram Office Park (Allocation of 126,540 sf)		83,560	
10	Bartram Office Park (P/of #40125.1)		4,560	
10	Office Park - Bldg (P/O CRC 40125.1)		6,840	
10	Office Park: Bldg 20, 21 & 22 (P/O CRC 40125)		13,680	
10	Office Park: Bldg 23 (**P/O CRC 40125**)		4,560	
10	Office Park: Bldg 24 (**P/O CRC 40125**)		4,560	
10	Office Park: Bldg 25 (**P/O CRC 40125**)		4,560	
10	Office Park: Bldg 26 (**P/O CRC 40125**)		4,560	
			126,880	
38	US 1 Office Complex: 1 of 3		47,115	
38	US 1 Office Complex: 2 of 3		75,000	
38	US 1 Office Complex: 3 of 3		33,750	
45	Citicorp		600,000	
	Duval County Non-Residential Totals	***342,409***	***1,294,388***	***315***
	Duval County Non-Residential Entitlements	***1,227,232***	***3,536,752***	***438***
	Duval County Unallocated Entitlements	***884,823***	***2,242,364***	***123***

Parcel	DEVELOPMENT NAME	RETAIL SQ. FT.	OFFICE SQ. FT.	HOTEL ROOMS
	St Johns County			
27	Publix Anchor	48,119		
27	Anchor Building 2	24,720		
27	Outparcel Strip	6,064		
27	WaWa	5,632		
27	Dunkin Doughnuts	1,980		
27	Wendys	1,956		
27	Aspen Dental		4,080	
27	Auto Zone	7,540		
27	5th/3rd Bank		2,008	
27	Island Wings	7,775		
27	Chick-fil-A	5,094		
27	***Totals***	***108,880***	***6,088***	***0***
41-44	Promenade Phase 1-5	64,525		
41-44	Promenade at Bartram Springs	32,000		
41-44	7-Eleven	4,737		
41-44	***Totals***	***101,262***	***0***	***0***
	St Johns County Non-Residential Totals	***210,142***	***6,088***	***0***
	St Johns County Non-Residential Entitlements	***404,956***	***22,830***	***0***
	St. Johns County Unallocated Entitlements	***194,814***	***16,742***	***0***
	Total Unallocated Entitlements	***1,079,637***	***2,259,106***	***123***

Dr. Brennan Asplen
Superintendent of Schools

40 Orange Street
St. Augustine, Florida 32084
(904) 547-7500
www.stjohns.k12.fl.us

SCHOOL BOARD

Beverly Slough
District 1

Anthony E. Coleman Sr.
District 2

Jennifer Collins
District 3

Kelly Barrera
District 4

Dr. Linda Thomson
District 5

September 16, 2026

Ellen Avery-Smith
Rogers Towers, PA
100 Whetstone Place, Suite 200
St. Augustine, FL 32086

RE: School Impact Review: Bartram Grove – Bartram Park DRI – Re-Review

Dear Ms. Avery-Smith:

An application was submitted to add units to the Bartram Park DRI. It was agreed between the School District and the applicant to utilize the **School Concurrency Determination** ("SCD") process for the student impact review, despite these units being added to an existing DRI. The SCD review for the Bartram Grove project as part of the Bartram Park DRI has been revised and now includes a proposal for 90 single family units and 90 multi-family dwelling units, on Parcel ID number 023520-0000, with a physical location of south of 5404 Race Track Road. This parcel is located within the **Beachside Concurrency Service Area** (CSA). Based on the CSA's student generation rate of 0.67 for single family units and 0.28 students per multi-family dwelling, the development is projected to generate **85.5 students**. Of those students, we estimate that 38.5 will be at the elementary school level, 20.5 at the middle school level and 26.5 at the high school level.

Based on the School District's review and the adopted Level of Service (LOS) standards, we determined that there is elementary and middle school capacity available in the Beachside CSA for the 38.5 elementary and 20.5 middle school students. Since there was insufficient capacity at the high school levels, we examined the adjacent CSAs and determined that there is no available high school capacity. Therefore, capacity was reserved for a total of 38.5 elementary and 20.5 middle school students until **January 15, 2027.**

Since there was insufficient capacity at the **high school level (26.5 high school students)** in both the CSA and the adjacent CSAs, the applicant must decide whether they will wait until there is available capacity and re-file an application or begin the proportionate share mitigation process. (Waiting does not hold a place in the "school concurrency line.") **The applicant has already provided their intention to proceed with proportionate share mitigation prior to the re-review.**

The capacity reservation expiration of January 15, 2027 may be extended for an additional 180 days, as necessary. If the Final Certificate of Concurrency ("FCOC"), site plan or final subdivision approval is issued by the local government within this time frame, the capacity will be formally reserved for a period of two years with a possible three-year extension. The School Concurrency Determination (SCD) should not be considered a Final Certificate of Concurrency (FCOC). Any appropriate FCOC will be issued by the local government. This SCD does not imply any such local government approval. The amount of capacity reserved by the SCD and the FCOC shall be equal. In no case shall one be greater than the other. If the capacity reservation exceeds the FCOC, the additional capacity will be released.

Sincerely,

Nicole L. Cubbedge

Nicole Cubbedge, AICP
Executive Director for Planning & Government Relations

cc: Jan Trantham Sid Ansbacher Brennan Asplen Paul Abbatinozzi School Board Members

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Casey Dendor
England Thims & Miller, Inc.
14775 Old Saint Augustine RD
Jacksonville FL 32258-2463

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 , was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 09/24/2026

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 09/24/2026

Legal Clerk

Notary, State of WI, County of Brown

8-25-30

My commission expires

Publication Cost:	$328.40	
Tax Amount:	$0.00	
Payment Cost:	$328.40	
Order No:	12648834	# of Copies:
Customer No:	761790	1
PO #:	DRI MOD-2025000002/Bartram Park DRI	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED CHANGE TO THE Bartram Park DRI

NOTICE IS HEREBY GIVEN that on **10/15/2026 at 1:30 pm before the Planning and Zoning Agency in the St. Johns County Auditorium located at 500 San Sebastian View, St. Augustine, Florida and on 11/3/2026 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 request Request to modify the Bartram Park Development of Regional Impact (DRI) to add 42.3 acres of land located on the south side of Race Track Road, between East Peyton Parkway and State Road 9B, to the DRI boundary, and amend the Development Order to increase the maximum square footage for commercial land use to 500,000 square feet and convert 20,000 square feet of commercial entitlements to 169 residential dwelling units, increasing the total number of residential dwelling units from 646 to 815 with no additional external vehicular trips added.

Bartram Park DRI DRI is located 5404 Race Track Road See attached map generally depicting the location (Exhibit A). ***A complete description is available in the St. Johns County Planning and Zoning Office.***

Said hearings will be held in the County Auditorium, County Administration Building, 500 San Sebastian View, St. Augustine, Florida. All interested parties may appear at the public hearings to be heard regarding any or all of the proposed change. Board of County Commissioner items not heard by 6 pm shall automatically be continued until 9 am the following day, unless otherwise directed by the Board.

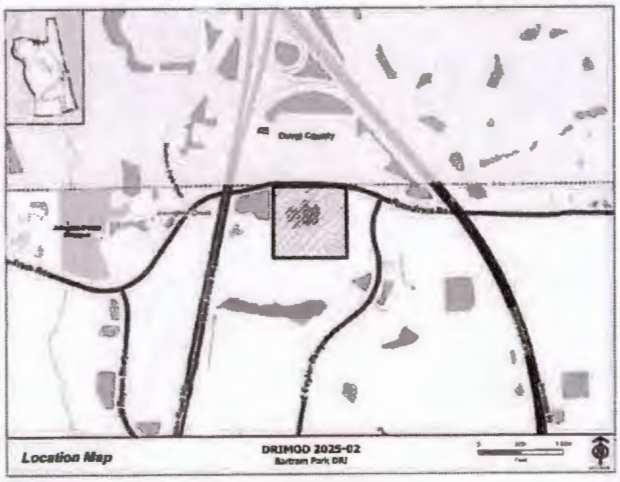
The proposed change is known as File Number DRI MOD-2025000002 and is available for review in the Planning and Zoning Division of the Growth Management Department, at the Permit Center, 4040 Lewis Speedway, St. Augustine, Florida and may be examined by interested parties prior to said public hearings.

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

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 at the St. Johns County Facilities Management, 2416 Dobbs Road, St. Augustine, FL 32086. Hearing impaired persons, call Florida Relay Service (1-800-955-8770), no later than 5 days prior to the meeting.

PLANNING AND ZONING AGENCY
ST. JOHNS COUNTY, FLORIDA
RICHARD HILSENBECK, CHAIR
File Number: DRI MOD-2025000002
Project Name: Bartram Park DRI

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA
CLAY MURPHY, CHAIR



44719384 9/24/26