

RESOLUTION NO. 2005-272

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, pursuant to the Development Order for the Aberdeen Development of Regional Impact, approved by St. Johns County ("County") in Resolution No. 2003-62 on April 1, 2003 ("Development Order"), Aberdeen Development, LLC, the primary landowner and developer of lands within the Aberdeen Development of Regional Impact ("Developer"), is obligated to complete or cause to be completed certain infrastructure improvements; and

WHEREAS, consistent with the Development Order, the Aberdeen Community Development District ("District") was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and recreation improvements required by the Development Order; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for the construction, installation, and/or acquisition of certain non-site related roadway improvements ("Road Impact Fee Credits"); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended ("Park Impact Fee Ordinance" and, together with "Road Impact Fee Ordinance," the "Impact Fee Ordinances"), the County requires a Feepayer to pay a park impact fee ("Park Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for certain dedications of and/or improvements to park facilities ("Park Impact Fee Credits" and, together with "Road Impact Fee Credits," the "Impact Fee Credits"); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including "proportionate share" or "fair share" payments), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District has submitted a proposed Road and Park Impact Fee Credit Agreement to the County, a copy of which is attached as Exhibit A (the "Impact Fee Agreement").

NOW, THEREFORE, be it resolved by the Board of County Commissioners of St. Johns County, Florida, that:

1. The Board of County Commissioners authorizes the County Administrator to execute the Road and Park Impact Fee Credit Agreement for those improvements and land dedications identified in the Road and Park Impact Fee Credit Agreement attached hereto as Exhibit A. The Road and Park Impact Fee Credit Agreement executed by the County Administrator shall be in substantially the same form as that attached hereto.

2. Upon acceptance by the County Administrator, the Clerk is instructed to record said Road and Park Impact Fee Credit Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 DAY OF September, 2005.

BOARD OF COUNTY COMMISSIONS OF ST. JOHNS COUNTY, FLORIDA

BY: [Signature]
ITS: Chairman

ATTEST:

Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 9-23-05

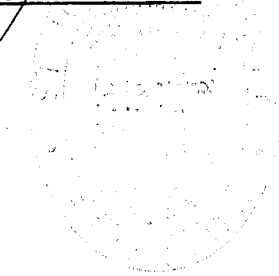


EXHIBIT A

ROAD AND PARK IMPACT FEE CREDIT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and among:

The **Board of County Commissioners of St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

The **Aberdeen Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, whose address is 10300 N.W. 11th Manor, Coral Springs, Florida 33071 ("District").

Recitals

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, and recreation improvements; and

WHEREAS, the primary landowner and developer of lands within the District, described in **Exhibit A** attached hereto and incorporated by reference herein ("Development Property"), is Aberdeen Development, LLC, a Florida limited liability company ("Developer"); and

WHEREAS, pursuant to the Development Order for the Aberdeen Development of Regional Impact, approved by the County in Resolution No. 2003-62 on April 1, 2003 ("Development Order"), the Developer is authorized to develop a mixed use project on the Development Property consisting of sixty thousand (60,000) square feet of commercial space; forty thousand (40,000) square feet of office space; one thousand, six hundred and twenty-three (1,623) single-family residential units; three hundred and ninety-five (395) multi-family residential units; an elementary school; and ten thousand (10,000) square feet of neighborhood center uses; and

WHEREAS, the District presently intends to complete or cause to be completed certain roadway and park improvements required by the Development Order; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-57, as amended ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide roads within St. Johns County; and

WHEREAS, Section 13 of the Road Impact Fee Ordinance allows impact fee credits to be granted for the construction, installation, and/or acquisition of certain non-site related roadway improvements (“Road Impact Fee Credits”); and

WHEREAS, in accordance with County requirements in the Road Impact Fee Ordinance, the District intends to make non-site related roadway improvements that are eligible for Road Impact Fee Credits; and

WHEREAS, pursuant to St. Johns County Ordinance No. 87-58, as amended (“Park Impact Fee Ordinance” and, together with “Road Impact Fee Ordinance,” the “Impact Fee Ordinances”), the County requires a Feepayer to pay a park impact fee (“Park Impact Fee”), so as to assure that such new development bears a proportional share of the cost of capital expense necessary to provide parks within St. Johns County; and

WHEREAS, Section 13 of the Park Impact Fee Ordinance allows impact fee credits to be granted for certain dedications of and/or improvements to park facilities (“Park Impact Fee Credits” and, together with “Road Impact Fee Credits,” the “Impact Fee Credits”); and

WHEREAS, the Development Order provides that Impact Fee Credits shall be established in the name of the District where contributions of land purchased by the District or, money (including “proportionate share” or “fair share” payments), or improvements funded or constructed with funds of the District give rise to Impact Fee Credits; and

WHEREAS, the District will provide to the County a Performance Bond, an Irrevocable Letter of Credit, an Escrow Agreement, or funded commitment (adequate construction funds held in trust pursuant to a bond indenture), as financial assurance that the improvements in the Development Order will be completed as required (“Financial Assurance”); and

WHEREAS, pursuant to the terms of the Impact Fee Ordinances, the County and the District desire to enter into this Agreement to set forth the terms and conditions upon which Impact Fee Credits shall be available in consideration of the District’s financing, construction, acquisition, dedication and/or installation of certain improvements and real property, and provide a framework for the management of Impact Fee Credits to which the District may be entitled.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ELIGIBLE IMPROVEMENTS.

(A) The District intends to finance, construct, acquire, and/or install the roadway improvements identified in **Exhibit B** attached hereto and incorporated by reference herein ("Eligible Roadway Improvements"), as required by the Development Order for the Aberdeen Development of Regional Impact.

(B) The District intends to dedicate and/or improve the park facilities identified in **Exhibit C** attached hereto and incorporated by reference herein ("Eligible Park Improvements"), as required by the Development Order for the Aberdeen Development of Regional Impact.

SECTION 3. IMPACT FEE CREDITS.

(A) The District's financing, construction, acquisition, and/or installation of the Eligible Roadway Improvements shall give rise to Road Impact Fee Credits totaling Twenty-Five Million, Five Hundred and Forty-One Thousand, and No/Dollars (\$25,541,000), which shall be available, in whole or in part, upon County acceptance of the District's Financial Assurance ("Road Impact Fee Credit Account").

(B) The District's financing, construction, acquisition, installation, and/or dedication of the Eligible Park Improvements, including donated land, shall give rise to Park Impact Fee Credits totaling \$1,678,476.00, which shall be available upon County acceptance of the District's Financial Assurance ("Park Impact Fee Credit Account").

SECTION 4. METHOD OF ISSUANCE. From and after the date thereof, so long as the District has a balance remaining in its Road Impact Fee Credit Account and/or Park Impact Fee Credit Account, all Feepayers applying for Electrical Energizing in connection with any construction within the Development Property shall pay the amount due under the then current Impact Fee Ordinances directly to the District. Then, for so long as the Impact Fee Credits for which the District has issued vouchers under this Agreement is less than the Impact Fee Credits authorized by this Agreement, the District shall issue to such Feepayer a voucher evidencing full payment of Road Impact Fees and/or Park Impact Fees. The voucher issued by the District, in substantially the same form as **Exhibit D** attached hereto and incorporated by reference herein, shall contain a statement setting forth the amount of Road Impact Fees and/or Park Impact Fees paid. Upon presentation of such voucher to the County by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Road Impact Fee Credit Account and/or Park Impact Fee Credit Account, as appropriate.

SECTION 5. ANNUAL ACCOUNTING. On or before January 31 of each year, so long as their remains a balance of Impact Fee Credits in either the Road Impact Fee Credit Account or Park Impact Fee Credit Account, the District shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee and Park Impact Fee payments made by Feepayers and the remaining balance of Impact Fee Credits.

SECTION 6. COMPLETION. At such time as the Impact Fee Credits provided for hereunder have been exhausted, Feepayers seeking Electrical Energizing within the Development Property shall pay directly to the County the Road Impact Fee and Park Impact Fee as are then due and payable under the Impact Fee Ordinances in effect at that time. Until such time, Feepayers within the project shall be instructed by the County to pay its Road Impact Fee and/or Park Impact Fee (as applicable) directly to the District.

SECTION 7. MAINTENANCE BOND. Pursuant to Section 6.04.08 of the County's Land Development Code ("Code"), the District shall furnish or cause to be furnished a maintenance bond to the County Administrator in an amount equal to fifteen percent (15%) of the construction cost at such time as the District requests acceptance of Eligible Roadway Improvements.

SECTION 8. MISCELLANEOUS PROVISIONS.

(A) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Impact Fee Ordinances and other applicable ordinances ("Ordinances"). Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

(B) The Parties agree that the Impact Fee Ordinances limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due from the project.

(C) In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

(D) The Agreement, and any exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(E) This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

(F) All covenants, agreements, representation and warranties made herein shall be deemed to be material and relied on by each party to this Agreement.

(G) This agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida, and, therefore, all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provision the laws and Ordinances shall apply.

(H) This Agreement may be executed in several counterparts, each constituting a duplicate original, with all such counterparts constituting one and the same Agreement.

(I) All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the County:** County Administrator
St. Johns County
Post Office Drawer 349
St. Augustine, Florida 32085-0349

- B. **If to the District:** Aberdeen Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Cheryl G. Stuart

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

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

Attest: Cheryl Strickland

St. Johns County, Florida

Print: _____
Deputy Clerk

Ben W. Adams, Jr.
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by **Ben W. Adams, Jr.**, County Administrator for **St. Johns County, Florida**, a political subdivision of the State of Florida, on behalf of St. Johns County, Florida. He [] is personally known to me or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

Attest:

**Aberdeen Community
Development District**

Secretary

J. Thomas Gillette, III
Chairman, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing Agreement was acknowledged before me this _____ day of _____, 2004, by **J. Thomas Gillette, III**, Chairman of the Board of Supervisors of the **Aberdeen Community Development District**, on behalf of the District. He [] is personally known to me or [] has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

**EXHIBIT A: LEGAL DESCRIPTION
OF THE DEVELOPMENT PROPERTY**

AMERDEEN

A PART OF SECTIONS 3, 4, 5, 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JAMES COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE NORTH 02°43'37" WEST ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE NORTH 89°32'07" EAST, A DISTANCE OF 485.00 FEET; THENCE NORTH 32°48'32" EAST, A DISTANCE OF 482.32 FEET TO A POINT LYING ON A NORTHERLY BOUNDARY OF A JEA SUBSTATION; THENCE NORTH 89°20'07" EAST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 86.00 FEET; THENCE SOUTH 07°30'33" WEST ALONG THE EASTERLY SIDE OF SAID SUBSTATION, A DISTANCE OF 440.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 8; THENCE NORTH 89°20'07" EAST ALONG SAID SECTION LINE, A DISTANCE OF 4162.05 FEET; THENCE NORTH 02°41'24" WEST ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 1384.28 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 87°40'11" EAST, A DISTANCE OF 128.44 FEET; THENCE NORTH 02°02'02" EAST, A DISTANCE OF 884.03 FEET TO A POINT ON THE NORTH LINE OF THE UNITED WATER PARCEL; THENCE SOUTH 87°40'11" EAST ALONG SAID NORTH LINE AND AN EASTWARD EXTENSION THEREOF, A DISTANCE OF 2148.33 FEET; THENCE NORTH 02°35'44" WEST, A DISTANCE OF 2800.00 FEET; THENCE NORTH 02°35'44" WEST, A DISTANCE OF 884.33 FEET; THENCE NORTH 07°48'34" EAST, A DISTANCE OF 2321.50 FEET TO A POINT ON A NORTH LINE OF SAID SECTION 3; THENCE SOUTH 87°13'18" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1500.58 FEET; THENCE SOUTH 07°48'34" WEST ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1331.38 FEET; THENCE SOUTH 07°48'34" EAST, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 2802.00 FEET; THENCE SOUTH 89°34'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 2948.65 FEET; THENCE SOUTH 89°32'38" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 1308.72 FEET; THENCE SOUTH 89°32'38" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 1341.28 FEET; THENCE SOUTH 89°32'38" WEST, A DISTANCE OF 1345.27 FEET; THENCE SOUTH 07°41'24" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1341.58 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 8; THENCE NORTH 89°25'45" EAST ALONG SAID SECTION LINE, A DISTANCE OF 1344.82 FEET; THENCE SOUTH 02°44'57" EAST ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 5353.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1287.86 ACRES MORE OR LESS.

AMERDEEN SECTION 17

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JAMES COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 02°38'34" EAST ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 50.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°38'34" EAST ALONG SAID SECTION LINE, A DISTANCE OF 2242.37 FEET; THENCE NORTH 40°43'28" WEST ALONG THE SOUTHWEST LINE OF SAID SECTION 17, A DISTANCE OF 2930.08 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 89°23'09" EAST, A DISTANCE OF 1807.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.50 ACRES MORE OR LESS.

SEA INTRACON PARCEL

A PART OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JAMES COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 89°20'07" EAST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 1384.00 FEET; THENCE DEPARTING SAID LINE NORTH 07°30'33" WEST ALONG THE EAST LINE OF A JEA SUBSTATION, A DISTANCE OF 255.00 FEET TO A POINT ON THE CENTERLINE OF A 138.00 FOOT WIDE JEA POWER LINE (EASING); THENCE NORTH 79°43'45" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1373.35 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 14°16'17" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°43'45" EAST, A DISTANCE OF 2840.00 FEET; THENCE SOUTH 14°16'17" EAST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 79°43'45" WEST, A DISTANCE OF 102.00 FEET; THENCE NORTH 79°43'45" WEST, A DISTANCE OF 1114.65 FEET; THENCE SOUTH 87°02'19" WEST, A DISTANCE OF 50.89 FEET; THENCE NORTH 14°16'17" WEST, A DISTANCE OF 1352.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES MORE OR LESS.

SEA OUTPARCEL

A PART OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JAMES COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 89°20'07" EAST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 1384.00 FEET; THENCE DEPARTING SAID LINE NORTH 07°30'33" WEST ALONG THE EAST LINE OF A JEA SUBSTATION, A DISTANCE OF 255.00 FEET TO A POINT ON THE CENTERLINE OF A 138.00 FOOT WIDE JEA POWER LINE (EASING); THENCE NORTH 79°43'45" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1173.35 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 14°16'17" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°43'45" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 14°16'17" EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH 71°07'50" WEST, A DISTANCE OF 86.86 FEET; THENCE SOUTH 87°02'19" WEST, A DISTANCE OF 52.08 FEET; THENCE SOUTH 87°02'19" WEST, A DISTANCE OF 50.34 FEET; THENCE SOUTH 79°23'28" WEST, A DISTANCE OF 40.25 FEET; THENCE NORTH 14°16'17" WEST, A DISTANCE OF 83.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.31 ACRES MORE OR LESS.

EXHIBIT B: ELIGIBLE ROAD IMPROVEMENTS

EXHIBIT B

ELIGIBLE ROAD IMPROVEMENTS ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following roadway improvements required by the Development Order:

- A. *Aberdeen Boulevard to East Property Line*: Construct a two-lane undivided urban section roadway from Greenbriar Road to the east property line of the Aberdeen Development of Regional Impact ("Aberdeen DRP"). The construction obligations of the District with regard to this roadway segment will include any improvements to Roberts Road at its terminus with Aberdeen Boulevard and all intersection improvements at Greenbriar Road, including, but not limited to, signalization when warranted (if warranted prior to buildout) and turn lanes. The improvements presently have an allocated cost of \$13,348,000 (does not include costs for right-of-way).
- B. *East/West Connector (East Property Line to CR-223)*: Construct a two-lane undivided urban section roadway from the east property line of the Aberdeen DRI to, and including, the intersection with CR-223. The construction obligations of the District with regard to this roadway segment will include all intersection improvements at the intersection of the East/West Connector and CR-223, including, but not limited to, signalization when warranted (if warranted prior to buildout) and turn lanes. The improvements presently have an allocated cost of \$4,870,000 (does not include costs for right-of-way).
- C. *CR-223 (East/West Connector to Race Track Road)*: Construct a two-lane undivided urban section roadway from the East/West Connector to Race Track Road. The construction obligations of the District with regard to this roadway segment will include all intersection improvements at the intersection of Race Track Road and CR-223, including, but not limited to, signalization when warranted (if warranted prior to buildout) and turn lanes. The improvements presently have an allocated cost of \$7,323,000 (does not include costs for right-of-way).

Summary of Cost Estimates - Aberdeen CDD
Based upon D.O. roadway cross sections

Updated 10/07/04
Revised 3/25/05 to delete right-of-way
acquisition and JEA reimbursable costs

	<u>Estimated Cost</u>
<u>Improvement</u>	
<u>Transportation Improvements</u>	
I. Aberdeen Boulevard (CR 244 -Offsite) - 150' R/W	\$ 5,835,000
II. Aberdeen Boulevard (CR 244 -Onsite) - 130' R/W	\$ 7,513,000
III. EastWest Parkway (CR 244 -Offsite) - 150' R/W	\$ 4,870,000
IV. CR 223 - 150' R/W	\$ 7,323,000
	SUBTOTAL
	\$ 25,541,000
<u>Recreation Improvements</u>	
<u>VI. Community Park Improvements</u>	
	SUBTOTAL
	\$ 1,678,476
	TOTAL
	\$ 27,219,476

Scott A. Wild
1-4

SCOTT A. WILD
PE 47030

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.

MAR 25 2005
Page 1 of 4

ESTIMATED CONSTRUCTION COSTS
Aberdeen Community Development District
 Based upon D.O. roadway cross sections

Updated 10/07/04

Transportation Improvements

I. Aberdeen Boulevard (CR 244 -Offsite) - 150' R/W

	Estimated Cost	Basis of Cost Estimate
Roadway (Greenhriar to Aberdeen bndy)	\$ 1,902,300	7,460 feet @ \$ 255 per lf
Offsite Fill	\$ 574,249	88,346 CY @ \$ 6.5 per CY
Roadway Re-alignment & Signal - Roberts Rd.	\$ 350,000	Estimate
PUD Sidewalk	\$ 111,900	7,460 feet @ \$ 15 per lf
Tree Mitigation	\$ 70,870	Minimum per SJ Co. std.
JEA Electric	\$ -	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	\$ 394,000	3.94 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ Greenhriar Rd.	\$ 400,000	Estimate
Construction Subtotal	3,803,319	
Construction Mgmt. / CEI	\$ 152,133	
Engineering, Permitting, Survey	\$ 302,150	
Misc. Soft Costs (Envir., Geotech, Legal, etc (2% of construction subtotal))	\$ 76,066	
Wetland Mitigation	\$ 970,400	
SUBTOTAL	5,304,068	Estimated 12.13 Ac. @ \$80,000 per acre
Contingency	\$ 530,407	
TOTAL	5,834,475	

II. Aberdeen Boulevard (CR 244 -Onsite) - 130' R/W

Roadway Construction	\$ 1,412,700	5,540 feet @ \$255 per lf
Offsite Fill	\$ 2,105,200	5,540 feet @ \$380 per lf
PUD Sidewalk	\$ 1,313,026	202,004 CY @ \$ 6.5 per CY
Landscaping & Irrigation	\$ 83,100	5,540 feet @ \$ 15 per lf
Williellie Crossing	\$ 210,520	Includes median & LS Buffer
JEA Electric	\$ 500,000	2 @ \$ 250,000
Street Lighting	\$ 111,000	Assumed JEA participation
Street Signage	\$ 25,000	Estimated 37 ea. @ \$3,000 per light
Stormwater Pond Construction	\$ 363,000	Estimate
Construction Subtotal	\$ 6,123,546	4.84 Ac. @ \$75,000 per acre (Onsite)
Construction Mgmt. / CEI	\$ 244,942	
Engineering, Permitting, Survey, Misc.	\$ 338,600	
Misc. Soft Costs (Envir., Geotech, Legal, etc (2% of construction subtotal))	\$ 122,471	
Wetland Mitigation	\$ -	
SUBTOTAL	6,829,559	Estimated 15.19 Ac. @ \$0 per acre
Contingency	\$ 682,958	
TOTAL	7,512,515	

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.

Transportation Improvements (Cont.)

III. East/West Parkway (CR 244 - Offsite) - 150' R/W

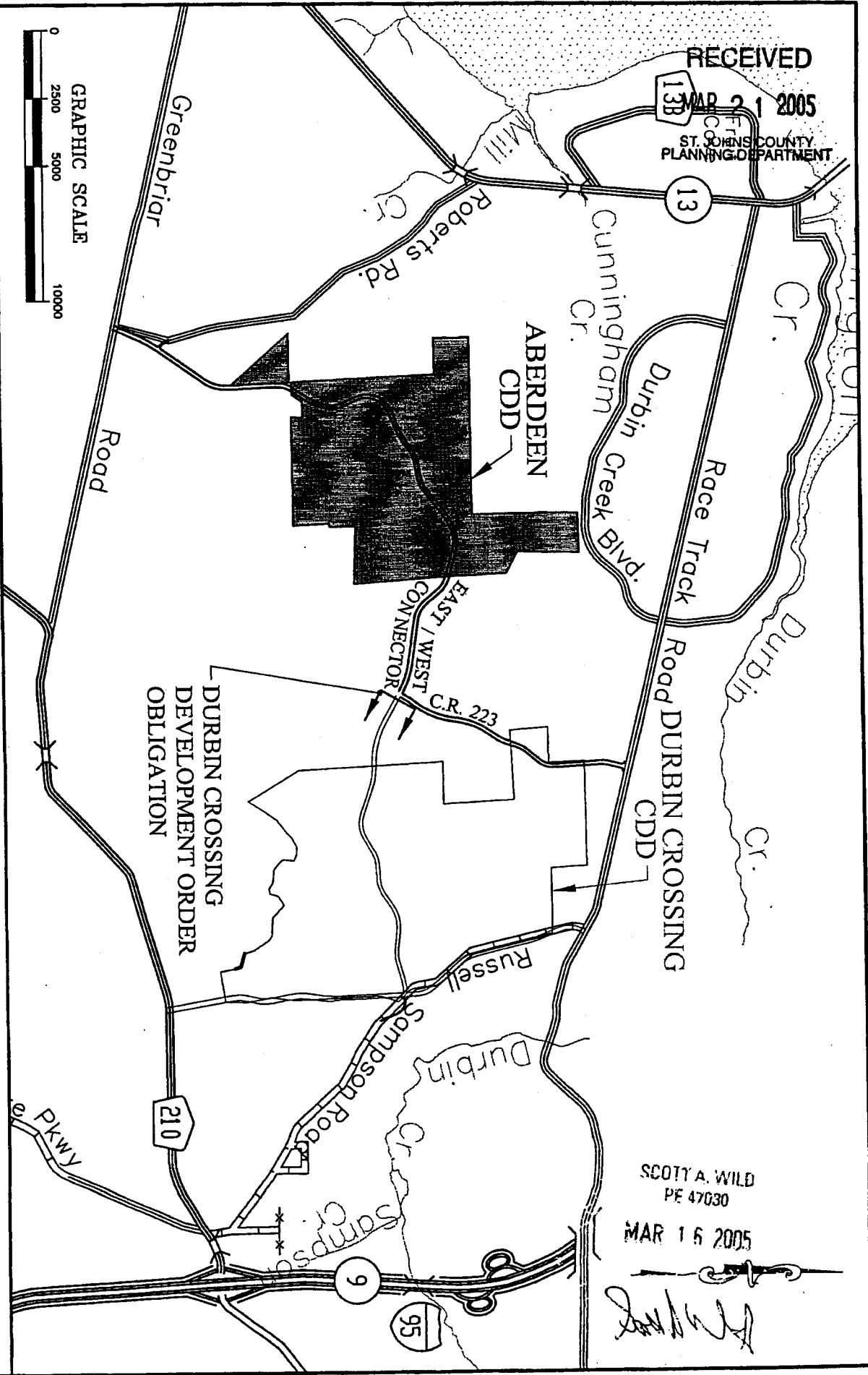
Roadway (Aberdeen brdy to CR 223)	2 lane Collector / mod. Urban section	\$	1,250,775	4,905 feet @ \$255 per lf
Offsite Fill		\$	801,002	123,231 CY @ \$ 6.5 per CY
PUD Sidewalk		\$	73,575	4,905 feet @ \$ 15 per lf
Tree Mitigation	(4,905 feet @ \$ 9.50 per lf)	\$	46,598	Minimum per SJ Co. std.
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	236,000	2.36 Ac. @ \$100,000 per acre
Signalization @ CR 223		\$	175,000	Estimate
Construction Subtotal		\$	2,582,949	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	103,318	
Engineering, Permitting, Survey, Misc.		\$	238,855	
Misc. Soft Costs (Envfr., Geotech, Legal, etc (2% of construction subtotal))		\$	51,659	
Wetland Mitigation		\$	1,449,600	Estimated 18.12 Ac. @ \$80,000 per acre
SUBTOTAL		\$	4,426,381	
Contingency	(10% of Subtotal)	\$	442,638	
TOTAL		\$	4,869,019	

IV. CR 223 - 150' R/W

Roadway (Project Entry @ RaceTrack Rd.)	4 ln. divided Collector / Urban section	\$	1,464,500	2,900 feet @ \$505 per lf
Roadway (E-W Rd. to Project Entry)	2 ln. Collector / mod. Rural section	\$	1,621,800	6,360 feet @ \$255 per lf
Offsite Fill		\$	218,257	33,578 CY @ \$ 6.5 per CY
PUD Sidewalk		\$	95,400	6,360 feet @ \$ 15 per lf
Landscape & Irrigation	(4,560 feet @ \$ 19.00 per lf)	\$	86,450	RaceTrack south / Onsite
JEA Electric	(4710 feet @ \$ 9.50 per lf)	\$	44,745	Offsite
JEA Electric (Onsite Ind. Project Entry)		\$	455,000	Assumed overhead lines / No St. Lights
Street Lighting	(300' spacing)	\$	48,000	4,560 feet @ \$100 per LF
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	194,250	Estimated 18 ea. @ \$3,000 per light
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	648,000	2.59 Ac. @ \$75,000 per acre (Onsite)
Signalization & Intersection Imps @ RaceTrack		\$	648,000	6.48 Ac. @ \$100,000 per acre (Offsite)
Construction Subtotal		\$	275,000	Estimate
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	5,151,402	
Engineering, Permitting, Survey, Misc.		\$	206,056	
Misc. Soft Costs (Envfr., Geotech, Legal, etc (2% of construction subtotal))		\$	398,930	
Wetland Mitigation		\$	103,028	
		\$	797,600	
SUBTOTAL		\$	6,657,016	Estimated 9.97 Ac. @ \$80,000 per acre
Contingency	(10% of Subtotal)	\$	665,702	
TOTAL		\$	7,322,718	

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.

RECEIVED
 MAR 21 2005
 ST. JOHNS COUNTY
 PLANNING DEPARTMENT



SCOTTY A. WILD
 PE 47030
 MAR 15 2005

[Handwritten Signature]

England-Thimms & Miller, Inc.

ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32256
 Certificate of Authorization No.: 2584
 Phone No. (904) 842-8290
 Fax No. (904) 848-9465

LOCATION MAP

ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO. 02-192

DATE: NOVEMBER, 2003

SCALE: 1" = 5,000'

PLATE NO: 1



England-Thimms
& Miller, Inc.

ENGINEERS - PLANNERS
SURVEYORS - LANDSCAPE ARCHITECTS
14775 St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization No.: 2594
Phone No. (904) 842-8890
Fax No. (904) 848-9483

EAST/WEST CONNECTOR (2 LANE) TRANSPORTATION IMPROVEMENT PLAN

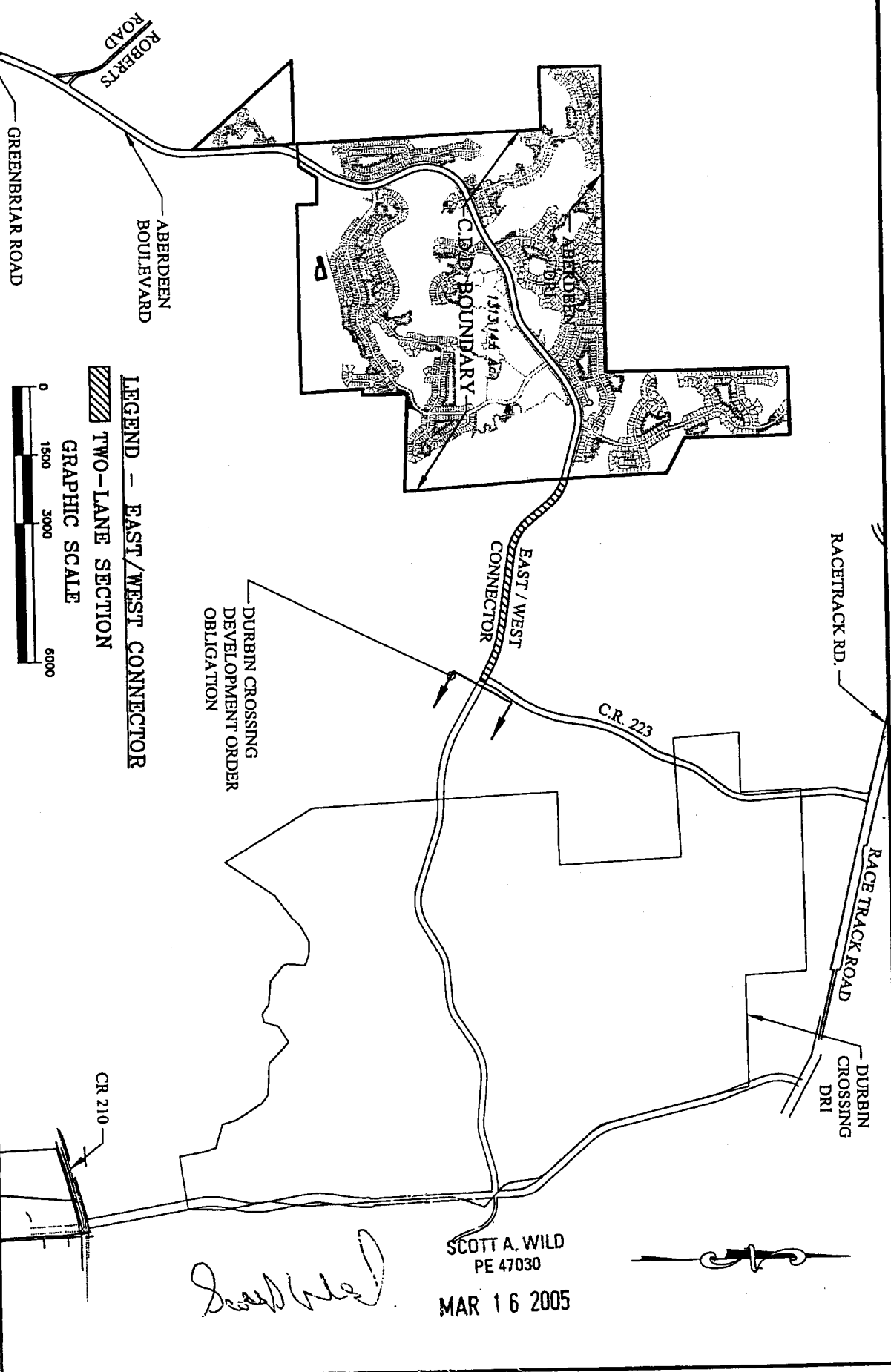
ABERDEEN
FOR
ABERDEEN CDD

ETM. NO. 02-192

DATE: NOVEMBER, 2003

SCALE: 1" = 3,000'

PLATE NO: 6



LEGEND - EAST/WEST CONNECTOR

TWO-LANE SECTION

GRAPHIC SCALE

0 1500 3000 6000



Scott Wild

SCOTT A. WILD
PE 47030
MAR 16 2005



LEGAL DESCRIPTION

ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO. 02-192
 DATE: NOVEMBER, 2003
 SCALE: N/A
 PLATE NO: 3

ABERDEEN
 A PART OF SECTIONS 3, 4, 5, 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE NORTH 02°44'57" WEST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE NORTH 86°42'20" EAST, A DISTANCE OF 483.98 FEET; THENCE NORTH 32°46'32" EAST, A DISTANCE OF 462.33 FEET TO A POINT LYING ON A NORTHERLY BOUNDARY LINE; A DISTANCE OF 580.00 FEET; THENCE SOUTH 00°30'53" EAST ALONG THE EASTERLY BOUNDARY LINE, A DISTANCE OF 440.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 9; THENCE NORTH 89°29'07" EAST ALONG SAID SECTION LINE, A DISTANCE OF 4102.05 FEET; THENCE NORTH 02°41'24" WEST ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 1358.28 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 87°48'11" EAST, A DISTANCE OF 128.44 FEET; THENCE NORTH 00°00'02" EAST, A DISTANCE OF 985.09 FEET TO A POINT ON THE NORTH LINE OF THE UNITED WALTER PARCEL; THENCE SOUTH 87°48'16" EAST ALONG SAID NORTH LINE AND AN EASTWARD EXTENSION THEREOF, A DISTANCE OF 2146.23 FEET; THENCE NORTH 03°57'36" WEST, A DISTANCE OF 3162.69 FEET; THENCE NORTH 02°35'44" WEST, A DISTANCE OF 2600.00 FEET; THENCE NORTH 62°35'44" WEST, A DISTANCE OF 867.34 FEET; THENCE NORTH 00°49'20" WEST, A DISTANCE OF 2337.72 FEET TO A POINT ON A NORTH LINE OF SAID SECTION 3; THENCE SOUTH 89°13'18" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1500.00 FEET; THENCE SOUTH 00°49'20" EAST ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1331.33 FEET; THENCE SOUTH 00°48'58" EAST, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 2682.06 FEET; THENCE SOUTH 89°34'41" WEST ALONG THE SOUTH LINE OF MULINGTON CREEK PLANTATION, A DISTANCE OF 2649.95 FEET; THENCE SOUTH 89°32'30" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 1328.72 FEET; THENCE SOUTH 89°23'38" WEST, A DISTANCE OF 1345.27 FEET; THENCE SOUTH 00°41'24" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 1341.58 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 5; THENCE NORTH 89°25'45" EAST ALONG SAID SECTION LINE, A DISTANCE OF 1344.92 FEET; THENCE SOUTH 02°44'57" EAST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 3352.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1267.96 ACRES MORE OR LESS.

TOGETHER WITH
ABERDEEN SECTION 17
 A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17, THENCE SOUTH 02°39'34" EAST ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 50.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°39'34" EAST ALONG SAID SECTION LINE, A DISTANCE OF 2242.37 FEET; THENCE NORTH 40°43'28" WEST ALONG THE SOUTHWEST LINE OF SAID SECTION 17, A DISTANCE OF 2930.08 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 89°23'09" EAST, A DISTANCE OF 1807.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.50 ACRES MORE OR LESS.

LESS AND EXCEPT
JEAN MITIGATION PARCEL
 A PART OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE NORTH 89°29'07" EAST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1318.00 FEET; THENCE DEPARTING SAID LINE NORTH 00°30'53" WEST ALONG THE EAST LINE OF A JEA SUBSTATION, A DISTANCE 235.06 FEET TO A POINT ON THE CENTERLINE OF A 130.00 FOOT WIDE JEA POWER LINE EASEMENT; THENCE NORTH 75°43'43" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1373.36 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 14°16'17" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 14°16'17" EAST, A DISTANCE OF 199.00 FEET; THENCE SOUTH 75°43'43" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 75°44'08" WEST, A DISTANCE OF 113.65 FEET; THENCE SOUTH 87°02'19" WEST, A DISTANCE OF 80.99 FEET; THENCE NORTH 14°16'17" WEST, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES MORE OR LESS.

LESS AND EXCEPT
JEAN OUTPARCEL
 A PART OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE NORTH 89°29'07" EAST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1318.00 FEET; THENCE DEPARTING SAID LINE NORTH 00°30'53" WEST ALONG THE EAST LINE OF A JEA SUBSTATION, A DISTANCE 235.06 FEET TO A POINT ON THE CENTERLINE OF A 130.00 FOOT WIDE JEA POWER LINE EASEMENT; THENCE NORTH 75°43'43" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1173.36 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 14°16'17" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°43'43" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 14°16'17" EAST, A DISTANCE OF 98.14 FEET; THENCE NORTH 71°07'50" WEST, A DISTANCE OF 69.86; THENCE SOUTH 67°56'24" WEST, A DISTANCE OF 52.06 FEET; THENCE SOUTH 89°42'15" WEST, A DISTANCE OF 50.34 FEET; THENCE SOUTH 70°23'36" WEST, A DISTANCE OF 40.25 FEET; THENCE NORTH 14°16'17" WEST, A DISTANCE OF 63.76 FEET TO THE POINT OF BEGINNING.

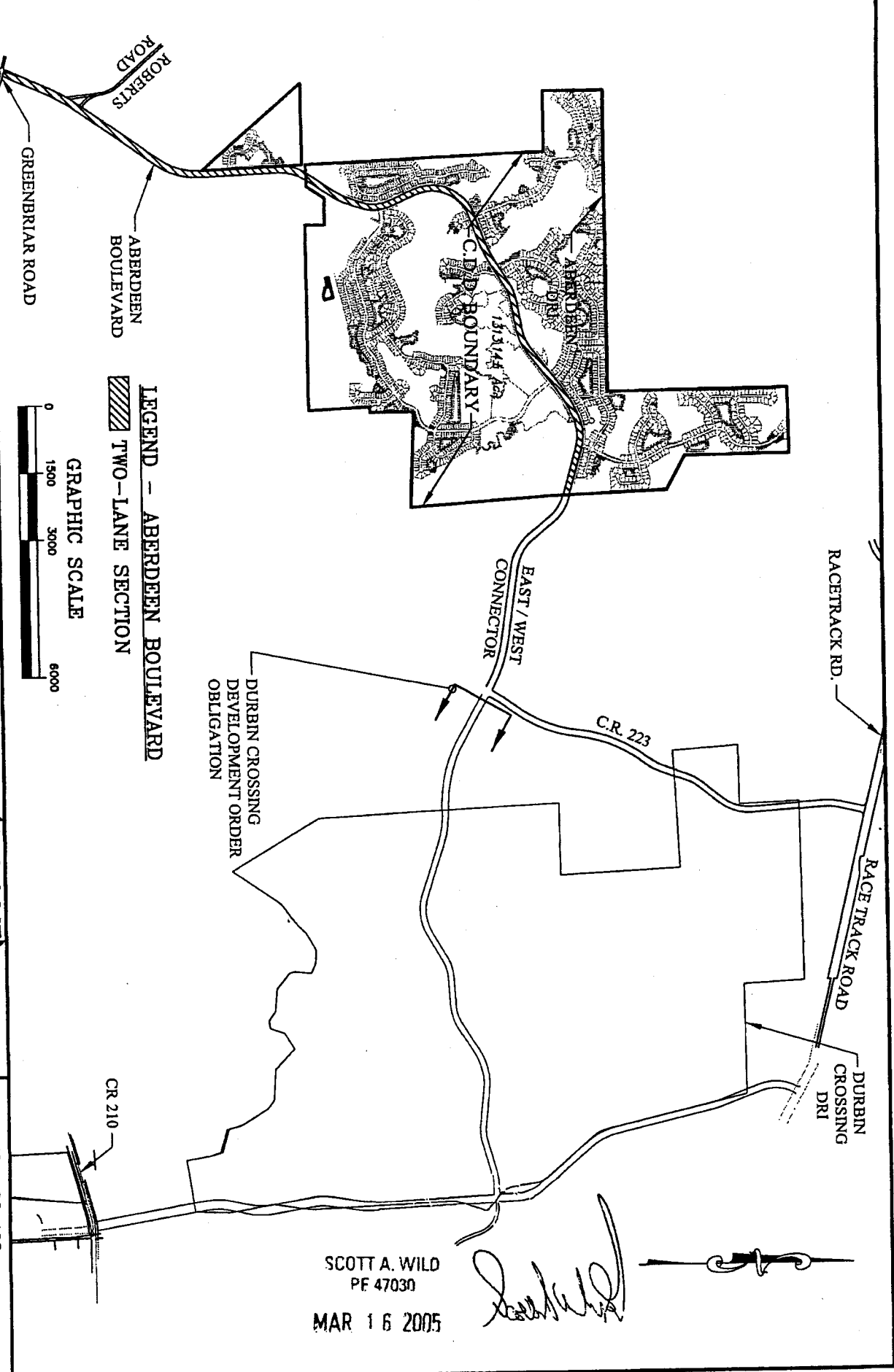
CONTAINING 0.31 ACRES MORE OR LESS.

AND HAVING A TOTAL ACRAGE OF:
 1267.96 + 46.50 - 1.01 - 0.31 = 1313.14 ACRES MORE OR LESS

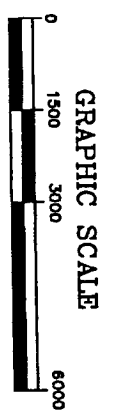
[Signature]
 PE 47030
 MAR 16 2005



England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS
 SURVEYORS - LANDSCAPE ARCHITECTS
 15775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No.: 2584
 Phone No. (904) 842-8990
 Fax No. (904) 846-9485



LEGEND - ABERDEEN BOULEVARD
 [Hatched Box] TWO-LANE SECTION



**ABERDEEN BOULEVARD (2 LANE)
 TRANSPORTATION IMPROVEMENT PLAN**

ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO.	02-192
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO.:	4

SCOTT A. WILD
 PF 47030
 MAR 16 2005





England-Thilms & Miller, Inc.

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 LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
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 Fax No. (904) 848-9485

**TYPICAL SECTION
 ABERDEEN BOULEVARD (2 LANE)**

ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO. E02-192

DATE: JANUARY, 2004

SCALE: 1" = 20'

PLATE NO.: 5

REVISED 3/15/05

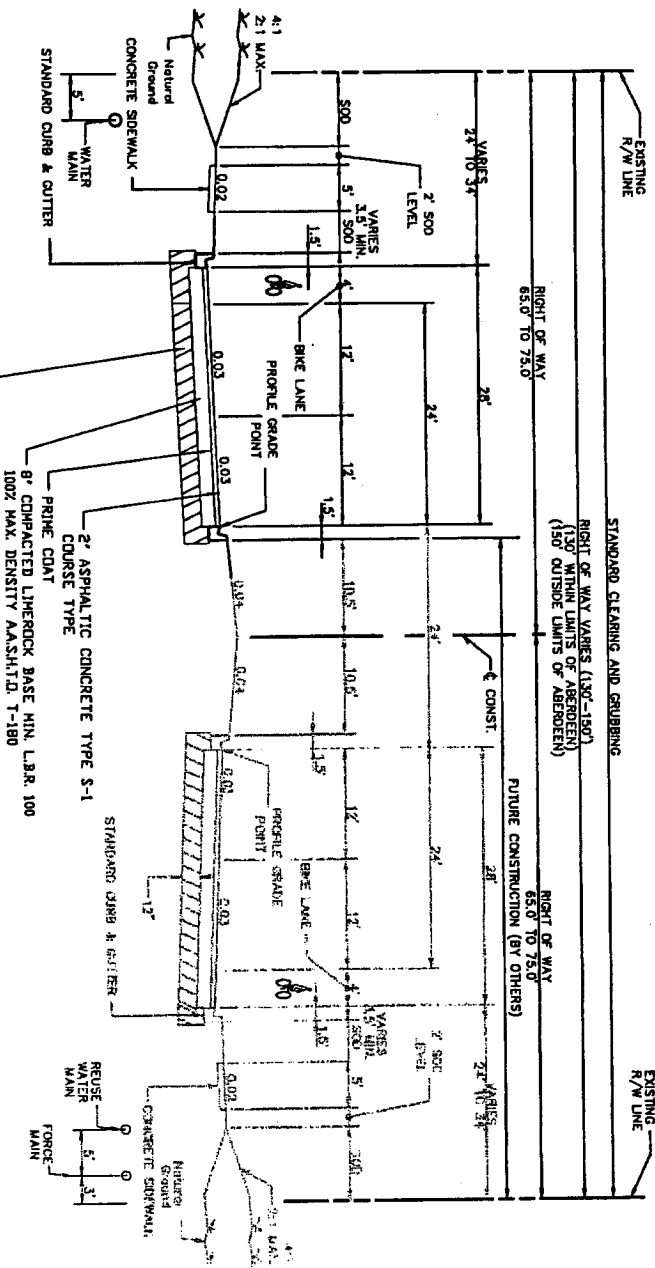
TYPICAL CROSS-SECTION
 (FROM INTERSECTION WITH GREENBARI ROAD TO
 EAST PROPERTY LINE OF ABERDEEN)

(SEE PLAN SHEET E02-190
 FOR THE LIMITS OF ABERDEEN)
 (SEE OUTSIDE LIMITS OF ABERDEEN)

NOTE: IN SOME LOCATIONS, THE OUTSIDE
 LANES (12 LANE AND 4' BIKE PATH) WILL
 BE CONSTRUCTED AS AN ALTERNATIVE
 TO THE TYPICAL SECTION DEPICTED HEREON.

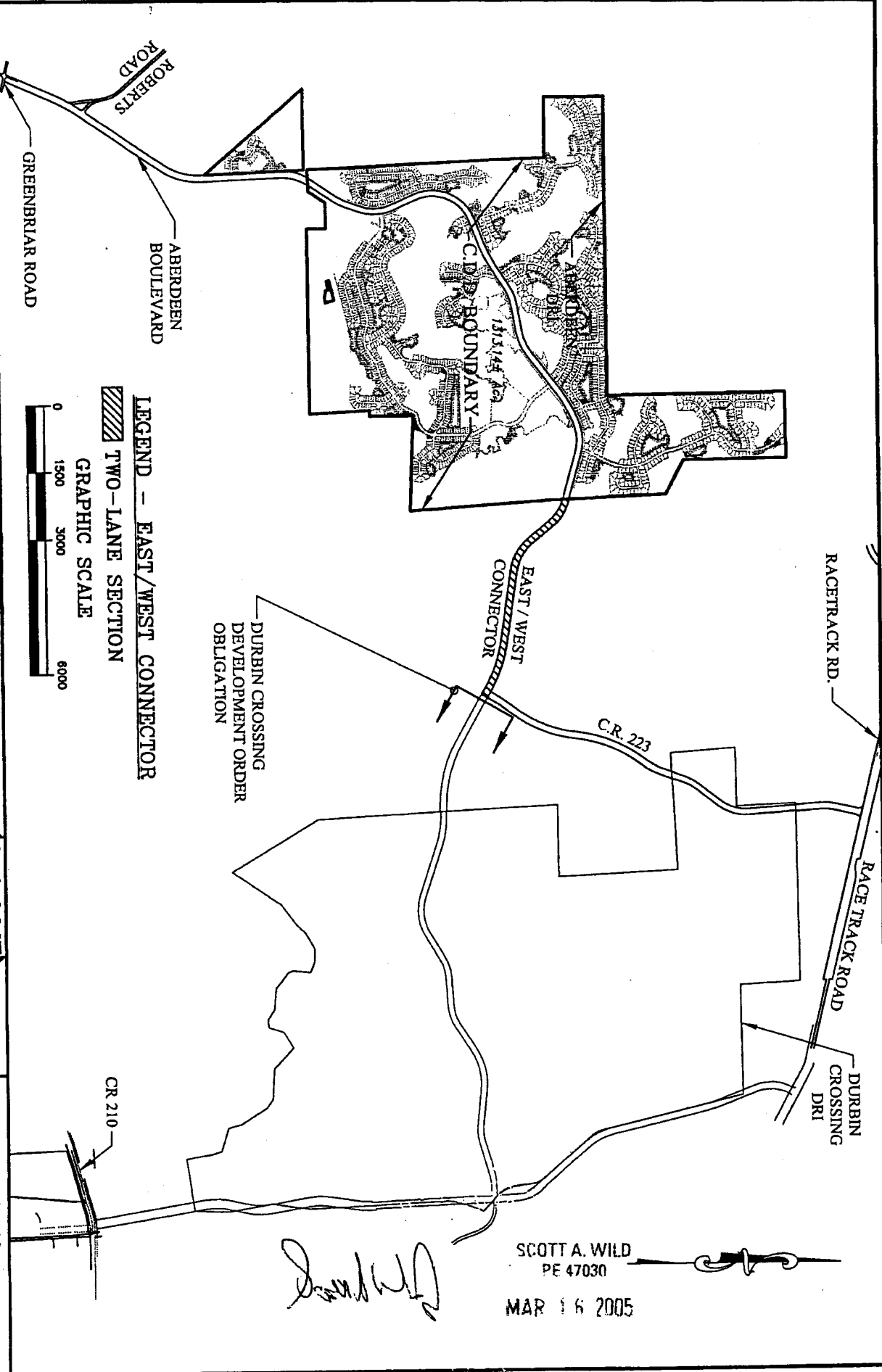
12" SURGRADE MIN. L.A.R. 40, MAX. PLASTIC INDEX SHALL NOT
 EXCEED 6, COMPACTED TO 98% MAX DENSITY AASHTO-T-99
 OR STABILIZED AS NECESSARY.

DESIGN SPEED, 60 MPH



Scott A. Wild
 SCOTT A. WILD
 PE 47030

MAR 16 2005



England-Thlms & Miller, Inc.
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 14775 St. Augustine Road
 Jacksonville, Florida 32256
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 Fax No. (904) 848-3485

**EAST/WEST CONNECTOR (2 LANE)
 TRANSPORTATION IMPROVEMENT PLAN
 FOR
 ABERDEEN
 CDD**

LEGEND - EAST/WEST CONNECTOR
 [Hatched Box] TWO-LANE SECTION
 GRAPHIC SCALE
 0 1500 3000 6000

Scott A. Wild

SCOTT A. WILD
 PE 47030
 MAR 16 2005

ETM. NO. 02-192
 DATE: NOVEMBER, 2003
 SCALE: 1" = 3,000'
 PLATE NO: 6

England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS
 ARCHITECTS - LANDSCAPE ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32228
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 Phone No. (904) 842-8890
 Fax No. (904) 848-9483

England-Thimms & Miller, Inc.

**C.R. - 223
 TRANSPORTATION IMPROVEMENT PLAN**

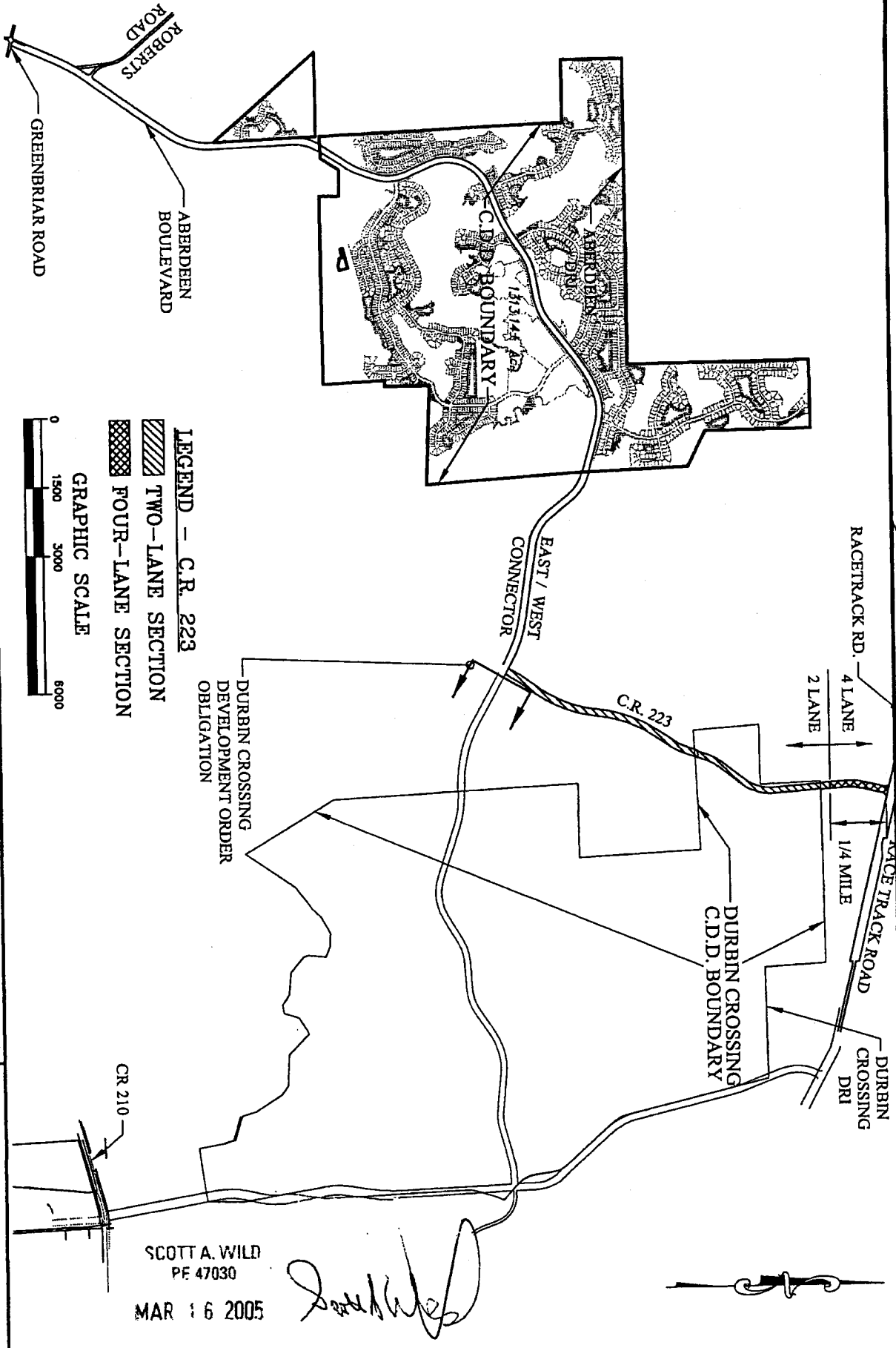
ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO. 02-192

DATE: NOVEMBER, 2003

SCALE: 1" = 3,000'

PLATE NO: 8



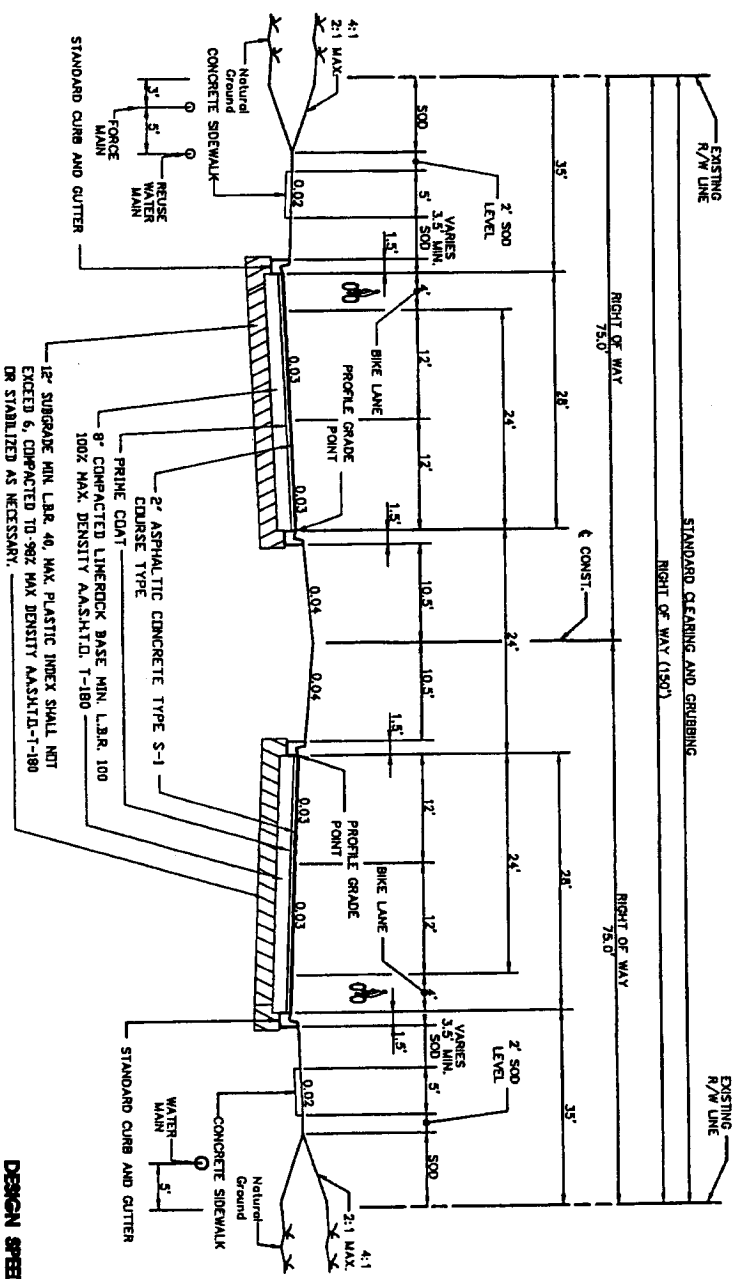
SCOTT A. WILD
 PF 47030
 MAR 16 2005

Scott A. Wild





England-Thimms & Miller Inc.
 ENGINEERS - PLANNERS - ARCHITECTS
 14775 St. Augustine Road
 Jacksonville, Florida 32258
 Certificate of Authorization No. 2584
 Phone No. (904) 842-8990
 Fax No. (904) 846-9465



TYPICAL CROSS-SECTION
 (4-LANE FROM BACKBACK ROAD SOUTHERLY 1/4 MILE)
 100' RIGHT OF WAY

NOTE: IN SOME LOCATIONS, THE OUTSIDE LANES (12' LANE AND 4' BIKE PATH) WILL BE CONSTRUCTED AS AN ALTERNATIVE TO THE TYPICAL SECTION DEPICTED HEREON.

REVISED 3/15/05

Scott A. Wild
 SCOTT A. WILD
 PE 47030

MAR 16 2005

TYPICAL SECTION
C.R. 223 (4-LANE)

ABERDEEN
 FOR
 ABERDEEN CDD

ETM. NO.	E02-192
DATE:	JANUARY, 2004
SCALE:	1" = 20"
PLATE NO:	9

EXHIBIT C: ELIGIBLE PARK IMPROVEMENTS

EXHIBIT C

ELIGIBLE PARK IMPROVEMENTS ABERDEEN COMMUNITY DEVELOPMENT DISTRICT

The District intends to complete or cause to be completed the following recreation improvements required by the Development Order:

- A. Four lighted baseball fields.
- B. Two lighted soccer/football fields.
- C. Adequate parking for the fields described above.

The improvements presently have an allocated cost of \$1,678,476.00.

Summary of Cost Estimates - Aberdeen CDD
Based upon D.O. roadway cross sections

Updated 10/07/04
Revised 3/25/05 to delete right-of-way
acquisition and JEA reimbursable costs

	<u>Estimated Cost</u>
<u>Improvement</u>	
<u>Transportation Improvements</u>	
I. Aberdeen Boulevard (CR 244 -Offsite) - 150' RW	\$ 5,835,000
II. Aberdeen Boulevard (CR 244 -Onsite) - 130' RW	\$ 7,513,000
III. East/West Parkway (CR 244 -Offsite) - 150' RW	\$ 4,870,000
IV. CR 223 - 150' RW	\$ 7,323,000
SUBTOTAL	\$ 25,541,000
<u>Recreation Improvements</u>	
<u>VI. Community Park Improvements</u>	
SUBTOTAL	\$ 1,678,476
TOTAL	\$ 27,219,476

Scott A. Wild
per
1-4

SCOTT A. WILD
PE 47030

MAR 2 5 2005 Page 1 of 4

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.

ESTIMATED CONSTRUCTION COSTS
Aberdeen Community Development District
 Based upon D.O. roadway cross sections

Updated 10/07/04

Transportation Improvements

I. Aberdeen Boulevard (CR 244 -Offsite) - 150' R/W

	Estimated Cost	Basis of Cost Estimate
Roadway (Greenbriar to Aberdeen brdy) 2 lane Collector / mod. Urban section	\$ 1,902,300	7,460 feet @ \$ 255 per lf
Offsite Fill	\$ 574,249	68,346 CY @ \$ 6.5 per CY
Roadway Re-alignment & Signal - Roberts Rd.	\$ 350,000	Estimate
PUD Sidewalk	\$ 111,900	7,460 feet @ \$ 15 per lf
Tree Mitigation	\$ 70,870	Minimum per SJ Co. std.
JEA Electric	\$ -	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	\$ 394,000	3.94 Ac. @ \$100,000 per acre
Signalization & Intersection Imp's @ Greenbriar Rd.	\$ 400,000	Estimate
Construction Subtotal	3,803,319	
Construction Mgmt. / CEI	\$ 152,133	
Engineering, Permitting, Survey	\$ 302,150	
Misc. Soft Costs (Envlr., Geotech, Legal, etc (2% of construction subtotal))	\$ 76,066	
Wetland Mitigation	\$ 970,400	
SUBTOTAL	5,304,068	Estimated 12.13 Ac. @ \$80,000 per acre
Contingency	\$ 530,407	
TOTAL	5,834,475	

II. Aberdeen Boulevard (CR 244 -Onsite) - 130' R/W

Roadway Construction	\$ 1,412,700	5,540 feet @ \$255 per lf
Roadway Construction	\$ 2,105,200	5,540 feet @ \$380 per lf
Offsite Fill	\$ 1,313,026	202,004 CY @ \$ 6.5 per CY
PUD Sidewalk	\$ 83,100	5,540 feet @ \$ 15 per lf
Landscape & Irrigation	\$ 210,520	Includes median & LS Buffer
Wildlife Crossing	\$ 500,000	2 @ \$ 250,000
JEA Electric	\$ -	Assumed JEA participation
Street Lighting	\$ 111,000	Estimated 37 ea. @ \$3,000 per light
Street Signage	\$ 25,000	Estimate
Stormwater Pond Construction	\$ 363,000	4.84 Ac. @ \$75,000 per acre (Onsite)
Construction Subtotal	6,123,546	
Construction Mgmt. / CEI	\$ 244,942	
Engineering, Permitting, Survey, Misc.	\$ 338,600	
Misc. Soft Costs (Envlr., Geotech, Legal, etc (2% of construction subtotal))	\$ 122,471	
Wetland Mitigation	\$ -	
SUBTOTAL	6,829,559	Estimated 15.19 Ac. @ \$0 per acre
Contingency	\$ 682,956	
TOTAL	7,512,515	

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.

Transportation Improvements (Cont.)

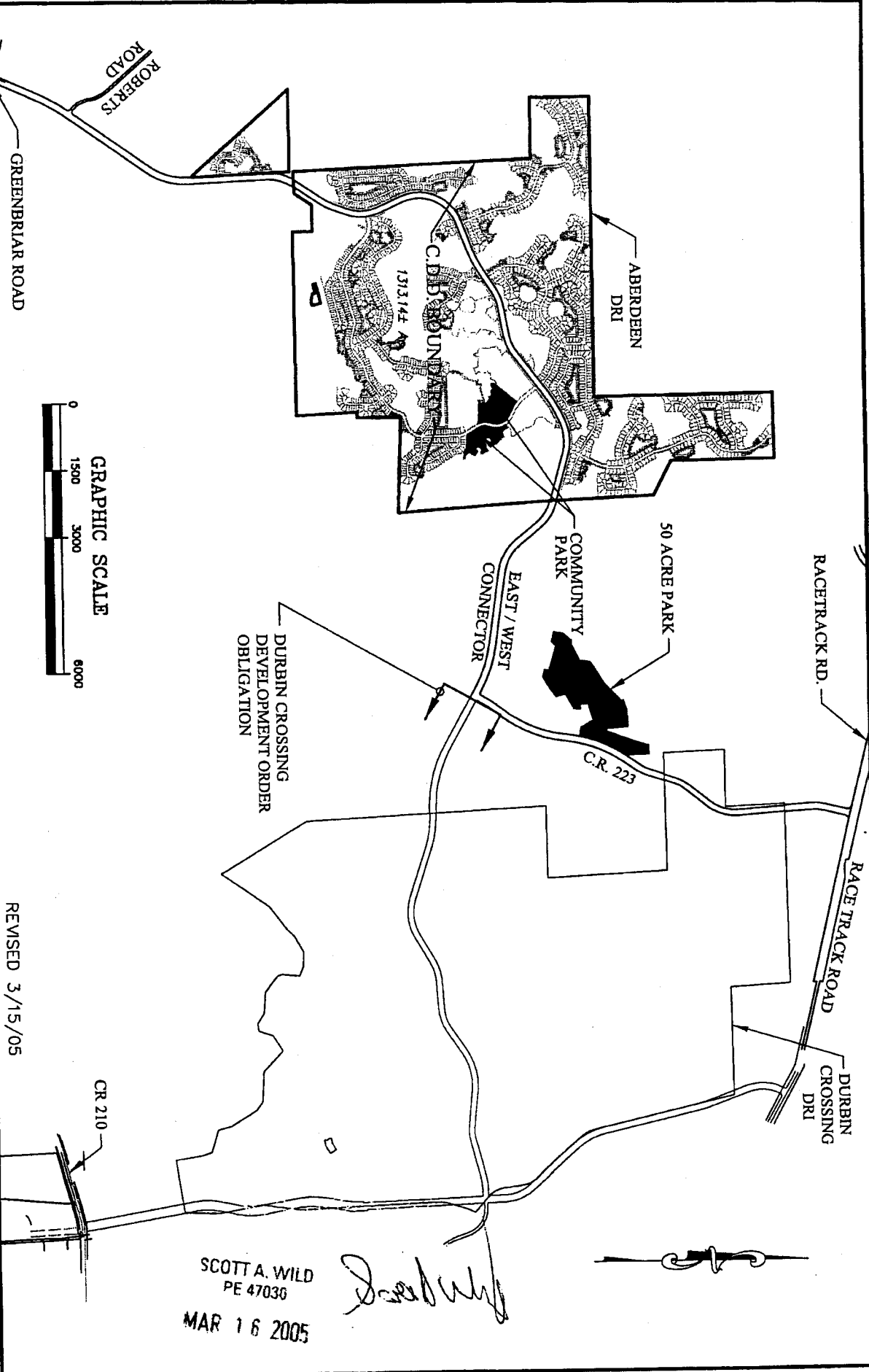
III. EastWest Parkway (CR 244 -Offsite) - 150' ROW

Roadway (Aberdeen hndy to CR 223)	2 lane Collector / mod. Urban section	\$	1,250,775	4,905 feet @ \$255 per lf
Offsite Fill		\$	801,002	123,231 CY @ \$ 6.5 per CY
PUD Sidewalk		\$	73,575	4,905 feet @ \$ 15 per lf
Tree Mitigation	(4,905 feet @ \$ 9.50 per lf)	\$	46,598	Minimum per SJ Co. std.
JEA Electric		\$	-	Assumed overhead lines / No St. Lights
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	236,000	2.36 Ac. @ \$100,000 per acre
Signalization @ CR 223		\$	175,000	Estimate
	Construction Subtotal	\$	2,582,949	
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	103,318	
Engineering, Permitting, Survey, Misc.		\$	238,855	
Misc. Soft Costs (Envir., Geotech, Legal, etc (2% of construction subtotal)		\$	51,659	
Wetland Mitigation		\$	1,449,600	Estimated 18.12 Ac. @ \$80,000 per acre
	SUBTOTAL	\$	4,428,381	
Contingency	(10% of Subtotal)	\$	442,838	
	TOTAL	\$	4,869,019	

IV. CR 223 - 150' ROW

Roadway (Project Entry @ RaceTrack Rd.)	4 In. divided Collector / Urban section	\$	1,464,500	2,900 feet @ \$505 per lf
Roadway (E-W Rd. to Project Entry)	2 In. Collector / mod. Rural section	\$	1,621,800	6,360 feet @ \$255 per lf
Offsite Fill		\$	218,257	33,578 CY @ \$ 6.5 per CY
PUD Sidewalk		\$	95,400	6,360 feet @ \$ 15 per lf
Landscape & Irrigation	(4,560 feet @ \$ 19.00 per lf)	\$	86,450	Racetrack south / Onsite
JEA Electric	(4710 feet @ \$ 9.50 per lf)	\$	44,745	Offsite
JEA Electric (Onsite Ind. Project Entry)		\$	-	Assumed overhead lines / No St. Lights
Street Lighting	(300' spacing)	\$	455,000	4,550 feet @ \$100 per LF
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	48,000	Estimated 18 ea. @ \$3,000 per light
Stormwater Pond Construction	(Clearing, Excavation, Control Str., Sod, etc.)	\$	194,250	2.59 Ac. @ \$75,000 per acre (Onsite)
Signalization & Intersection Imp's @ RaceTrack		\$	648,000	6.48 Ac. @ \$100,000 per acre (Offsite)
	Construction Subtotal	\$	275,000	Estimate
Construction Mgmt. / CEI	(4% of construction subtotal)	\$	5,151,402	
Engineering, Permitting, Survey, Misc.		\$	206,056	
Misc. Soft Costs (Envir., Geotech, Legal, etc (2% of construction subtotal)		\$	398,930	
Wetland Mitigation		\$	103,028	Estimated 9.97 Ac. @ \$80,000 per acre
		\$	797,600	
	SUBTOTAL	\$	6,657,016	
Contingency	(10% of Subtotal)	\$	665,702	
	TOTAL	\$	7,322,718	

Note: This opinion of probable cost was prepared without benefit of final design plans or regulatory permits and is therefore subject to revision.



England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS
 ARCHITECTS - LANDSCAPE ARCHITECTS

14715 S.W. 11th St.
 Jacksonville, Florida 32238
 Certificate of Authorization No.: 2584
 Phone No. (904) 642-8890
 Fax No. (904) 648-9485

**LOCATION PLAN
 COMMUNITY CENTER AND COMMUNITY PARK
 FOR
 ABERDEEN
 CDD**

REVISED 3/15/05

SCOTT A. WILD
 PE 47036
 MAR 16 2005

Scott A. Wild

ETM. NO.	02-192
DATE:	NOVEMBER, 2003
SCALE:	1" = 3,000'
PLATE NO.:	11

EXHIBIT D: ST. JOHNS COUNTY IMPACT FEE VOUCHER

EXHIBIT D

**ST. JOHNS COUNTY IMPACT FEE VOUCHER
Aberdeen Community Development District**

Voucher No. _____

1. Name and Address of Grantor: Aberdeen Community Development District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Attn: District Manager

2. Name and Address of Grantee: _____

3. Legal Description of Subject Property: **See Exhibit A attached hereto.**

4. Subdivision or Master Development Plan Name: _____

The undersigned confirms that it has received from _____
on _____, 200_, funds sufficient for the following impact fees required under the
applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Grantor gives
notice to St. Johns County, Florida, that the following sums should be deducted from the applicable
Impact Fee Credit Account of the Aberdeen Community Development District.

____ Roads Ordinance #87-57 in the amount of \$ _____
____ Parks Ordinance #87-58 in the amount of \$ _____

Aberdeen Community Development District

By: _____
Its: _____