

RESOLUTION NO. 2021 - 520

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE THE TRANSFER OF UNUSED ROAD IMPACT FEE CREDITS FROM THE CORDOVA PALMS PUD TO THE NORTH CREEK PUD.**

**WHEREAS**, pursuant § 163.31801, Fla. Stat. (2021), the COUNTY imposes impact fees to ensure that new development bears a proportionate share of the cost of roads, parks, schools and public capital facilities necessary to serve the new development; and

**WHEREAS**, § 163.31801(10), Fla. Stat. (2021) allows for the transfer of unused impact fee credits to other developments under certain conditions; and

**WHEREAS**, the COUNTY and the developer of the Cordova Palms PUD (DEVELOPER) entered into that certain Concurrency and Impact Fee Agreement (Agreement) on April 6, 2018 and recorded in Book 4531, Page 1198 of the Official Records of St. Johns County, Florida, as amended by Amendment to Concurrency and Impact Fee Agreement on February 16, 2021 and recorded in Book 5182, Page 79 of the Official Records of St. Johns County, Florida; and

**WHEREAS**, Section 2.b. of the Agreement states the purpose is to recognize the DEVELOPER's transportation contributions as providing significant benefit to the impacted transportation system in the area of St. Johns County subject to the Cordova Palms PUD; and

**WHEREAS**, Section 9.e. of the Agreement allows for the assignment of unused road impact fee credits, subject to the approval of the COUNTY; and

**WHEREAS**, the DEVELOPER has requested to transfer \$1,064,683.84 in unused road impact fee credits to the North Creek PUD; and

**WHEREAS**, the Cordova Palms PUD and the North Creek PUD are both located in Impact Fee District 2; specifically, the North Creek PUD is located on the east side of US 1, across from the Cordova Palms PUD; and

**WHEREAS**, as a condition of the proposed transfer, the DEVELOPER is required to provide the County a copy of the instrument selling, transferring, assigning or granting the above-described allocation of Road Impact Fee Credits; and

**WHEREAS**, the COUNTY agrees that the requested transfer meets the requirements of the Agreement and Florida law.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to approve the transfer of unused impact fee credits as described above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 7th day of December, 2021.

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

By: *Robin L. Platt*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Henry Dean*  
Henry Dean, Chair

Rendition Date: DEC 9 2021



Effective Date: DEC 7 2021

**AMENDMENT TO CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT  
(Proportionate Fair Share Methodology, LDC Section 11:09:04)**

THIS AMENDMENT TO CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT (this "Amendment") is entered into effective as of this 16 day of February, 2021, by and between **CORDOVA PALMS INVESTMENT, LLC**, a Florida limited liability company ("APPLICANT"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "COUNTY").

**WITNESSETH:**

WHEREAS, APPLICANT, as assignee to FDG CORDOVA PALMS LLC, and COUNTY are parties to that certain Concurrency and Impact Fee Agreement dated April 6, 2018 and recorded in Book 4531, Page 1198, of the official records of St. Johns County, Florida (the "Agreement"); and

WHEREAS, Section 9.b of the Agreement provides in pertinent part that in the event the cost of the Improvements contemplated by the Agreement differ from the estimate detailed in Exhibit "C-4" to the Agreement due to design changes that result solely from any permitting agency requirement, APPLICANT may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit amount to appropriately reflect such design changes; and

WHEREAS, Exhibit "C-4" to the Agreement provided for a total probable construction cost for the SR 313 Improvements of \$2,435,050; and

WHEREAS, during the course of permitting efforts by APPLICANT of the SR 313 Improvements, the Florida Department of Transportation ("FDOT") has required design changes; and

WHEREAS, as a result of the design changes required by FDOT, \$3,700,000 was allocated to COUNTY for Improvements to SR 313 at US-1 in the Fiscal Year 2019-2020 General Appropriations Act, Chapter 2019-115, Laws of Florida; and

WHEREAS, in connection with the \$3,700,000 allocation for the improvements to SR 313 and US-1, APPLICANT and COUNTY entered into that certain Developer Agreement for Improvements to SR 313 at US1 dated December 11, 2019 (the "Developer Agreement"); and

WHEREAS, Section 3.a of the Developer Agreement provides, among other things, that the Developer, by amendment to the Agreement, will be entitled to an increase in the Road Impact Fee credit amount under the Impact Fee Agreement to appropriately reflect any costs in excess of the Probable Construction Cost for the SR 313/US 1 Intersection in Exhibit C-4 of the Impact Fee Agreement incurred by Developer associated with the SR 313 at US-1 Improvements; and

WHEREAS, the Florida East Coast Railway ("FEC") has required design changes resulting in additional costs for the railway crossing component of the SR 313 Improvements; and

WHEREAS, as a result of design changes required by FDOT and FEC, APPLICANT has and/or will incur costs in excess of the costs detailed in Exhibit "C-4" of the Agreement;

WHEREAS, the value and probable construction cost for the SR 313 Improvements is presently calculated to be \$9,720,096, as reflected in Exhibit A, attached hereto and incorporated by reference herein, which, after the above \$3,700,000 allocation to COUNTY, leaves \$6,020,096 to be funded by APPLICANT;

WHEREAS, pursuant to Section 9.b of the Agreement and Section 3.a of the Developer Agreement, APPLICANT and COUNTY wish to enter into this Amendment to the Agreement in order for the Road Impact Fee credit amount provided to APPLICANT appropriately reflects the \$3,585,046 in additional costs due to the design changes required by FDOT and FEC.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact.** The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.
2. Section 9.b of the Agreement is hereby amended so that the amount of \$4,531,450 in the fourth line is hereby replaced with \$8,116,496.
3. Section 22 of the Agreement is hereby amended pertaining to notices to the Applicant as follows:

For APPLICANT:

Cordova Palms Investment, LLC  
Attn: Jesse Killebrew  
77 Almeria Street  
St. Augustine, FL 32084

With copy to:

Repass Law  
Attn: D. R. Repass  
111 Solana Road, Suite B  
Ponte Vedra Beach, FL 32082

4. **Effect of Amendment.** Except as modified in this Amendment, there are no changes to the Agreement, and the Agreement as herein modified remains in full force and effect as of the date hereof and is hereby ratified by the parties in all respects. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of either party for any default under the Agreement, nor constitute a waiver of any provision of the

Agreement. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

4. **Counterparts.** This Amendment may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be original, and all of which shall constitute one and the same instrument. Scanned and emailed or facsimile signatures shall be deemed original and binding on the parties.

[SIGNATURES ON NEXT PAGE]

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

Witnesses:

[Signature]

Name: Pam Halterman

[Signature]

Name: Sindy Wiseman

ST. JOHNS COUNTY, FLORIDA

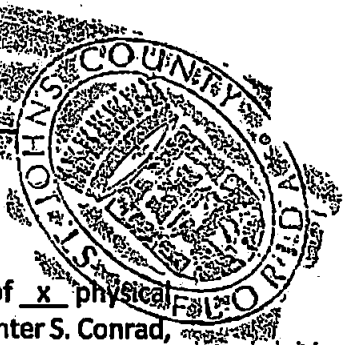
By: [Signature]

Hunter S. Conrad

County Administrator

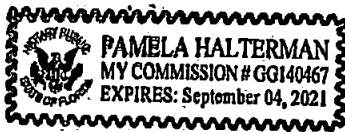
LEGALLY SUFFICIENT

Date: 2/4/21 Name: [Signature]



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of x physical presence or      online notarization, this 16 day of February, 2020, by Hunter S. Conrad, who is personally known to me.



[Signature]

NOTARY PUBLIC, State of Florida

Name: Pamela Halterman

Witnesses:

[Signature]

Name: Andrew F. Norquist

[Signature]

Name: Courtney Pettick

CORDOVA PALMS INVESTMENT, LLC

By: [Signature]

Name: Jesse Killebrew

Title: Manager

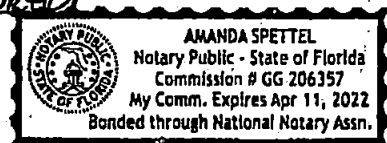
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me by means of ✓ physical presence or      online notarization, this 27 day of January, 2021, by Jesse Killebrew. He is ✓ personally known to me or      produced      as identification.

[Signature]

NOTARY PUBLIC, State of Florida

Name: Amanda Spettel



**EXHIBIT A – Impact Fee Credit Calculation dated January 26, 2021**

### Impact Fee Credit Calculation

#### Cordova Palms

#### Proposed SR 313, US 1, and At-Grade Highway-Rail Crossing

**Description:** This calculation includes the items below associated with the construction of SR 313, improvements along US 1 to connect to SR 313, and the at-grade highway-rail crossing of FEC railway.

January 28, 2021

Item	Description	2018 Potential Impact Fee Credit Amount	2021 Potential Impact Fee Credit Amount	Difference	Explanation
<b>SR 313 (West of FEC Railway)</b>					
1	SR 313 Roadway and Pond Construction Cost	\$ 1,264,564.19	\$ 2,533,045.56	\$ 1,268,481.37	The FEC stated that any roadway storm water discharge to their ROW would be prohibited, even though the post-developed discharge was less than existing flows. This requirement led to the construction of two new ponds adjacent to SR 313 west of the FEC Railway (with special fill material), along with associated drainage structures and pipe. In addition, FDOT design changes required additional curb and gutter and drainage structures
	SR 313 Contingency	15%	5%	-10%	
	<b>SUBTOTAL SR 313 Roadway and Pond Construction Cost</b>	<b>\$ 1,454,248.82</b>	<b>\$ 2,659,697.84</b>	<b>\$ 1,205,449.02</b>	
2	SR 313 Design Services	\$ -	\$ 190,400.00	\$ 190,400.00	Total engineering services required for final design scope of work.
3	SR 313 Post Design Services	\$ -	\$ 45,000.00	\$ 45,000.00	
4	SR 313 Construction Engineering and Inspection Services	\$ -	\$ 275,000.00	\$ 275,000.00	
<b>SUB TOTAL SR 313</b>		<b>\$ 1,454,249</b>	<b>\$ 3,170,098</b>	<b>-\$ 1,715,849</b>	
<b>FEC RAILWAY</b>					
5	FEC New Crossing Estimate	\$ 729,666.44	\$ 1,087,110.49	\$ 337,444.05	FEC added new remote house and controller for extended approach timing
6	FEC Synchronization Agreement Estimate	\$ -	\$ 99,330.00	\$ 99,330.00	New cost / requirement after traffic signal was added to US 1
<b>SUB TOTAL FEC RAILWAY</b>		<b>\$ 729,666</b>	<b>\$ 1,166,440</b>	<b>\$ 436,774</b>	
<b>US 1</b>					
7	US 1 Roadway Construction	\$ 218,377.82	\$ 4,432,026.72	\$ 4,213,648.80	FDOT design criteria changes required that U.S. 1 be raised to meet the elevation of the FEC Railway. Subsequent to these revisions, the FDOT required the addition of a bike lane on the SB right turn lane, additional pavement in intersection, intersection lighting, mast arm extensions, and thicker sidewalk.
	US 1 Contingency	15%	5%	-10%	
8	State Funded Grant Agreement	\$ -	\$ (3,700,000.00)	\$ (3,700,000.00)	
<b>SUBTOTAL US 1 Roadway Construction Cost</b>		<b>\$ 251,134.49</b>	<b>\$ 853,828.08</b>	<b>\$ 702,493.56</b>	
9	US 1 Design Services	\$ -	\$ 223,930.00	\$ 223,930.00	Total engineering services required for final design scope of work.
10	US 1 Post Design Services	\$ -	\$ 100,000.00	\$ 100,000.00	
11	US 1 Construction Engineering and Inspection Services	\$ -	\$ 408,000.00	\$ 408,000.00	
<b>SUB TOTAL US 1</b>		<b>\$ 251,134</b>	<b>\$ 1,683,558</b>	<b>\$ 1,432,424</b>	
<b>TOTAL</b>		<b>\$ 2,435,050</b>	<b>\$ 6,020,086</b>	<b>\$ 3,585,047</b>	

Notes	1	Patcoast Schmitt contract dated December 23, 2020. Contingency added for potential changes during construction
	2, 3, 9, 10	SR 313 & US 1 design and post design services performed by ETM
	4, 11	SR 313 & US 1 construction engineering & inspection services performed by RS&H
	5, 6	Revised FEC costs provided May 26, 2020
	7	R.B. Baker Bid and schedule of values dated January 16, 2020 + C.O. #1. Contingency added for potential changes during construction
	8	Contract No. G1H43 executed on December 3, 2019



Brandon J. Patty  
Clerk of the Circuit Court and Comptroller  
4010 Lewis Speedway  
St. Augustine, FL 32084

<b>Transaction#</b> 2005317 <b>Receipt#</b> 2021014127 <b>Cashier Date:</b> February 17, 2021 <b>Cashier:</b> RITA	<b>Agent #</b> <b>Attention:</b> <b>Name:</b> CORDOVA PALMS INVESTMENTS LLC <b>Address:</b>	<b>Source:</b> <b>Returned:</b> <b>Will Call #:</b>
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**AGREEMENT**      **CFN:** 2021017802      **Book:** 5182 **Page:** 79      **Consideration:**  
**From:** CORDOVA PALMS INVESTMENT LLC      **To:** ST JOHNS COUNTY  
**100-RECORDING**      **\$61.00**

**PAYMENT: CHECK**      1108      **AMOUNT:**      \$61.00

<b>Total Payments:</b>	<b>Total Fees:</b>	<b>Shortage:</b>	<b>Check Overage:</b>	<b>Escrow Deposit:</b>	<b>Escrow Balance:</b>
\$61.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00

**CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT**  
**(Proportionate Fair Share Methodology, LDC Section 11.09.04)**

**THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT** (the "Agreement") is made as of this 6 day of April, 2018, by and between **FDG CORDOVA PALMS LLC**, a Delaware limited liability company, its heirs, successors or assigns, (the "APPLICANT") and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "COUNTY").

**WITNESSETH:**

**WHEREAS**, APPLICANT owns approximately 343 acres of property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Development Property"), which land was recently rezoned to PUD by Ordinance 2016-46 (the "Cordova Palms PUD");

**WHEREAS**, the Cordova Palms PUD allows the Development Property to be developed with a maximum of 750 detached single family residential units with related amenities and 150,000 square feet of commercial retail and service use;

**WHEREAS**, APPLICANT seeks by this Agreement to obtain a determination by the COUNTY that adequate public facilities and services (except for schools, which are addressed in a separate agreement) are available ("Concurrency") for the development of the Development Property in accordance with the Cordova Palms PUD;

**WHEREAS**, a finding of inadequate transportation capacity for an application for concurrency determination (CONMAJ 2016-05), was issued by the COUNTY on February 2, 2017, with a finding that staff analysis indicated inadequate transportation capacity on Link 151.1 (Woodlawn Road from State Road 16 to Heritage Park Drive) and Link 74.2 (International Golf

Parkway from N. Francis Rd. to St. Marks Pond Blvd.) for the Development Property to be developed in accordance with the Cordova Palms PUD;

**WHEREAS**, the COUNTY has adopted a Proportionate Fair Share Program, as defined in Part 11.09.00 of the COUNTY's Land Development Code (the "LDC") that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors;

**WHEREAS**, school concurrency is hereby excluded from this Agreement;

**WHEREAS**, APPLICANT shall enter into a separate School Concurrency Proportionate Fair Share Mitigation Agreement to mitigate for school concurrency deficiencies;

**WHEREAS**, APPLICANT seeks by this Agreement to obtain a certificate of concurrency benefiting the Development Property within the Cordova Palms PUD for development of a maximum of 750 detached single family residential units and 150,000 square feet of commercial retail and service uses (the "Concurrency Development");

**WHEREAS**, APPLICANT seeks by this Agreement to set forth APPLICANT's obligations regarding dedication of right-of-way for State Road (SR) 313 to the Florida Department of Transportation ("FDOT"), donation of land to the St. Johns River Water Management District and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as joint owners of the Twelve Mile Swamp Conservation Area ("TMSCA") to obtain the SR 313 Easement, and construction of certain improvements to State Road 313 by the APPLICANT, all pursuant to Section 163.3180, Florida Statutes, (collectively, the "Applicant's Transportation Contributions") to mitigate for the Concurrency Development's transportation proportionate fair share transportation impacts;

**WHEREAS**, the Applicant's Transportation Contributions will provide a significant benefit to the impacted transportation system and advance implementation of the COUNTY's adopted Traffic Circulation Element as contained within the 2025 EAR-based Amendments to the St. Johns County Comprehensive Land Use Plan;

**WHEREAS**, St. Johns County Road Impact Fee Ordinance #87-57, as amended (the "Road Impact Fee Ordinance"), allows impact fee credits to be granted for transportation facility construction and right-of-way dedication ("Road Impact Fee Credits");

**WHEREAS**, the COUNTY deems it to be in the public interest to recognize the Applicant's Transportation Contributions described in this Agreement in improving the transportation system in the portion of St. Johns County in which the Development Property is located;

**WHEREAS**, the COUNTY has determined that APPLICANT is making commitments binding it and its successors and assigns to provide the Applicant's Transportation Contributions to COUNTY transportation facilities to mitigate the transportation impacts of the Concurrency Development pursuant to LDC Section 11.09.04.B.

**WHEREAS**, the LDC, as amended from time to time, allows the COUNTY's execution of this Agreement;

**WHEREAS**, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

**WHEREAS**, APPLICANT will be required to pay Road Impact Fees for roads in connection with the Concurrency Development. As a result, APPLICANT is a "Feepayer" as

defined in the Road Impact Fee Ordinance, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee Credits to FeePAYERS under certain circumstances;

**WHEREAS**, APPLICANT wishes to provide a mechanism for the management of the Road Impact Fee Credits to which APPLICANT shall become entitled by the terms hereof;

**WHEREAS**, a commitment to contribute Applicant's Transportation Contributions for the proportionate share of construction costs of the Concurrency Development is necessary for APPLICANT to obtain a final certificate of concurrency for the Concurrency Development.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

**1. Findings of Fact.**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

**2. Purpose.**

The purpose of this Agreement is:

- a. to grant any owner of the Development Property, or any portion thereof, traffic concurrency as provided for in Concurrency Certificate No. CONMAJ 2016-05 (the "Concurrency Certificate") as required for the construction of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement and the Concurrency Certificate, as appropriate, by APPLICANT;  
and

b. to recognize Applicant's Transportation Contributions to be proportionately funded by APPLICANT as providing significant benefit to the impacted transportation system in the area of St. Johns County subject to the Cordova Palms PUD.

**3. Densities and Intensities Statement.**

The Cordova Palms PUD allows for a maximum of 750 total detached single family and/or multi-family residential units with related amenities and a maximum of 150,000 square feet of commercial retail and service uses under the existing Comprehensive Plan designation and PUD zoning. Amendments to the zoning classification and/or the proposed Concurrency Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or Concurrency Development change is made that in any way increases such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

**4. APPLICANT Obligations and Consideration.**

a. The estimated construction costs to improve all deficient roadways within the Development's Traffic Impact Area, as defined in the Cordova Palms Land Development Traffic Assessment as revised in August 2016, equate to a total cost of \$26,297,009 of which the proportionate fair share for the Concurrency Development's transportation impacts is calculated to be \$1,047,857 as detailed in the attached Exhibit "B".

b. Within twenty-four (24) months of the COUNTY's approval of this Agreement or prior to Construction Plan approval, whichever occurs first, the APPLICANT or its successors and assigns shall dedicate to FDOT approximately 31.237 +/- acres for right-of-way for the construction of SR 313 adjacent to the Development Property in the location shown on Exhibit "C-1," attached hereto and incorporated by this reference (the "SR 313 Right of Way Dedication"). The value of the SR 313 Right of Way Dedication is determined to be \$1,035,000.

c. Within twenty-four (24) months of the COUNTY's approval of this Agreement or prior to Construction Plan approval, whichever occurs first, the APPLICANT or its successors and assigns shall cause to be granted to FDOT an easement over approximately 128.402 +/- acres for the SR 313 right of way through the Twelve Mile Swamp Conservation Area (the "TMSCA") to Woodlawn Road as shown on Exhibit "C-2", attached hereto and incorporated by this reference (the "SR 313 Easement"). The value of the 128.402-acre SR 313 Easement is determined to be \$1,061,400.

d. Within twenty-four (24) months of the COUNTY's approval of this Agreement or prior to Construction Plan approval, whichever occurs first, the APPLICANT shall provide financial security in a form acceptable to the COUNTY adequate for the construction of a four-lane state arterial road from U.S. Highway 1 to the Project Entrance, including intersection improvements at U.S. Highway 1, as applicable, in compliance with FDOT design standards and subject to permitting through FDOT as generally depicted on Exhibit "C-3", attached hereto and incorporated by this reference (the "SR 313 Improvements"). Prior to COUNTY approval of a Plat for residential and Construction Plan approval for non-residential development on any portion of the Development Property within the Cordova Palms PUD, the APPLICANT or its successors and assigns shall commence construction of a four-lane state arterial road from U.S. Highway 1 to

the Project Entrance as shown on Exhibit "C-3", attached hereto and incorporated by this reference (the "SR 313 Improvements"). The construction of the SR 313 Improvements will include an at grade railroad crossing and a full median opening with west bound right and left turn lanes at the Project Entrance. The preliminary cost estimate for the design, permitting and construction of the SR 313 Improvements is \$2,435,050 as shown on Exhibit "C-4". The SR 313 Improvements shall be completed and operational prior to the issuance of any certificates of occupancy (or As Built approval for non-residential development) for any portion of the Development Property within the Cordova Palms PUD.

**5. COUNTY Obligations.**

a. By executing this Agreement, the COUNTY hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency for the Concurrency Development on the Development Property as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the LDC and neither expressly nor impliedly relieves APPLICANT of the obligation to secure any and all other State, Federal and local permits necessary to authorize the Concurrency Development. The COUNTY shall issue a final Concurrency Certificate upon approval of this Agreement, which final Concurrency Certificate may precede the approval of this Agreement and be conditioned upon the approval of this Agreement and compliance with the conditions set forth herein.

b. The COUNTY recognizes the SR 313 Right of Way Dedication, the SR 313 Easement, and the SR 313 Improvements as significantly benefiting the impacted transportation system.

**6. Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns COUNTY Land Development Code as it may be amended from time to time, and is effective from the date of the full execution of this Agreement through the expiration of the final Concurrency Certificate, unless otherwise extended by extension of the final Concurrency Certificate or by agreement of the parties hereto. In the event the final Concurrency Certificate of is extended, the duration of this Agreement shall also be extended.

**7. Extension of Agreement: Subsequent Change.**

The duration of this Agreement may be extended by the COUNTY. If the COUNTY modifies the LDC with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if there is a change in circumstances such that the SR 313 Right of Way Dedication, the SR 313 Easement, and the SR 313 Improvements do not represent the best method for mitigation of transportation impacts, the COUNTY may, in its sole discretion, pursue such other method so long as the rights granted to APPLICANT herein are not adversely impacted and remain unchanged, and the payment obligations to APPLICANT do not increase.

**8. Necessity to Obtain Permits.**

APPLICANT hereby acknowledges its obligation to obtain all necessary local development permits which may be needed for the development of the Development Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the Development Property shall not relieve APPLICANT, or its heirs, successors or assigns, of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions, as may be applicable. In the event APPLICANT encounters unanticipated delays in obtaining the required permits, or is unable to obtain the required permits,

the COUNTY will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes contemplated herein.

9. **Impact Fees.**

Pursuant to the 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 or certificate of occupancy, to pay a Road Impact Fee so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

a. **Roadway Improvements.** Pursuant to the requirements of this Agreement, APPLICANT has agreed to provide Applicant's Transportation Contributions for the Concurrency Development's proportionate share of the transportation impacts, as outlined in Section 4 above. APPLICANT has requested, and the COUNTY has agreed to provide APPLICANT certain credits against the payment of Road Impact Fees as follows:

b. **Amount.** Pursuant to Section 13 of the Road Impact Fee Ordinance, the APPLICANT has agreed that its proportionate fair share cost for the Concurrency Development impacts is calculated to be \$1,047,857. The value of the SR 313 Right-of-Way Dedication, the SR 313 Easement, and the SR 313 Improvements totaling \$4,531,450 under this Agreement shall be eligible for Road Impact Fee Credits. The total Road Impact Fee Credits available shall be limited to the amount of Road Impact Fees due for the Concurrency Development. The APPLICANT, its successors and assigns, may seek to apply the available Road Impact Fee Credits described herein toward any future payment of required Road Impact Fees to extend its final Concurrency Certificate. In the event the cost of the improvements contemplated by this Agreement differ from the estimate detailed in Exhibit "C-4" due to design changes that result solely from any permitting

agency requirement, the Applicant, its successors or assigns, may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit amount to appropriately reflect such design changes.

c. Method of Issuance. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction on any portion of the Development Property within the Cordova Palms PUD shall pay the amount due under the Road Impact Fee Ordinance, directly to the APPLICANT, its successors and assigns. The APPLICANT, its successors and assigns, shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to APPLICANT, its successors and assigns. Then, for so long as the total Road Impact Fee Credits for which the APPLICANT or its successors and assigns has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, APPLICANT, its successors and assigns, shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by APPLICANT or its successors and assigns shall contain a statement setting forth the amount of Road Impact Fees paid. An example of said voucher is included as Exhibit "D" to this Agreement. Upon presentation of such voucher by the Feepayer, the COUNTY shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Cordova Palms PUD Road Impact Fee Credit Account. In the event that the COUNTY institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucherless system, APPLICANT and any Feepayer may use said alternate system.

d. Sale of Development. In the event APPLICANT may determine to sell all or part of the Development Property, APPLICANT may sell, transfer, assign, or convey all or part of its

allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use only within that portion of the Development Property within the Cordova Palms PUD for such consideration as APPLICANT determines in its sole discretion. In such event, APPLICANT shall execute and deliver to the COUNTY, a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof to a Feepayer. APPLICANT acknowledges that only one Road Impact Fee Credit account may exist at any given time for the Cordova Palms PUD.

e. Limitations on Amount/Assignability/Use. In no event shall APPLICANT sell, transfer, assign or convey all or part of the Road Impact Fee Credits for use outside the property subject to the Cordova Palms PUD, without the approval of the COUNTY. Further, APPLICANT acknowledges the total amount of such Road Impact Fee Credits may be further limited by Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and APPLICANT covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the COUNTY Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Concurrency Development. Road Impact Fee Credits can be applied to extend the final Concurrency Certificate.

**10. Remedies.**

If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, APPLICANT's obligations are expressly subject to APPLICANT or its successors and assigns commencing development of the Concurrency Development upon the Development

Property within the Cordova Palms PUD and said development requiring payment for concurrency pursuant to applicable Florida law.

**11. Future Impact Fee Assessments, Proportionate Fair Share Refunds.**

a. Nothing in this Agreement shall be deemed to require the COUNTY to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except the Development Property within the Cordova Palms PUD, shall be, implicitly or explicitly, considered approved for concurrency, by virtue of this Agreement.

c. In the event that the proposed or constructed Concurrency Development is so modified as to create a net reduction of impacts to the impacted transportation system from those outlined in Section 3 herein and its related application for concurrency (CONMAJ 2016-05), APPLICANT or its successors and assigns shall have the right to obtain a pro rata reduction by modification of this Agreement pursuant to the review and approval of a Concurrency Modification that results in reduced transportation impacts. In the event that the proportionate fair share obligation described at Section 4 above of this Agreement has already been met, APPLICANT shall hold a transportation concurrency credit for the Development Property within the Cordova Palms PUD equal to the pro rata reduction based on reduced transportation impacts.

**12. Binding Effect.**

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. The rights and obligations of APPLICANT may be assigned and delegated to a successor or owner/developer and, in such event, the assignor shall be relieved of further liability under this Agreement. If APPLICANT assigns its rights and obligations hereunder to another party, APPLICANT must provide a copy of

the instrument transferring or assigning the obligation(s) and specifying which obligation is being transferred and to whom.

**13. Applicable Law; Jurisdiction of Venue.**

This Agreement, and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. The parties waive trial by jury. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions. Notwithstanding the foregoing, the interests of APPLICANT may be mortgaged in connection with a mortgage of any portion of the Development Property.

**14. Joint Preparation.**

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

**15. Exhibits.**

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

**16. Captions or Paragraph Headings.**

Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

**17. Counterparts.**

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement. The parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original.

**18. Effective Date.**

This Agreement shall become effective on the date it is executed by all parties (the "Effective Date").

**19. Amendment.**

This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the LDC.

**20. Duration of Permits.**

The APPLICANT acknowledges that, except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

**21. Further Assurances.**

Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such

further acts, and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the COUNTY, the parties hereby declare their intention 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.

**22. Notices.**

Any notices or reports required by this Agreement shall be sent to the following:

For the COUNTY:

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

With copy to:

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

For APPLICANT:

FDG Cordova Palms LLC  
Attn: Adam Furstein  
2855 Le Jeune Road, 4<sup>th</sup> Floor  
Coral Gables, Florida 33134

With copy to:

FDG Cordova Palms LLC  
Attn: Legal Department  
2855 Le Jeune Road, 4<sup>th</sup> Floor  
Coral Gables, Florida 33134

**23. Miscellaneous Provisions.**

a. This Agreement and any Exhibits 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.

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

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

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

e. Nothing in this Agreement shall be construed to allow APPLICANT to receive Road Impact Fee Credits for contributions provided by a government entity including, but not limited to a community development district.

**[SIGNATURES ON FOLLOWING PAGES]**

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

Witness:

ST. JOHNS COUNTY, FLORIDA

Pam Halterman  
Name: Pam Halterman

Natasha Hester  
Name: Natasha Hester

By: [Signature]  
Name: Michael D. Wanchick,  
County Administrator

Date: 4/2/18

LEGALLY SUFFICIENT

[Signature]  
Name:  
Date: 3/22/18

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 2 day of April, 2018, by Michael D. Wanchick, who is the County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. He has produced \_\_\_\_\_ as identification and (did/did not) take an oath.



Lauren N. Ferro  
NOTARY PUBLIC, State of Florida  
Name: Lauren N. Ferro

My Commission Expires: 9/22/18  
My Commission Number is: FF161842



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

Witness:

Brianna Hernandez  
Name: Brianna Hernandez

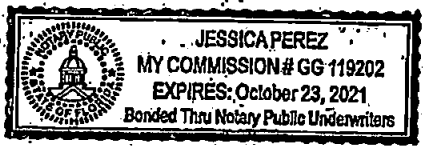
Maria V. Rincon  
Name: Maria V. Rincon

FDG CORDOVA PALMS LLC

By: [Signature]  
Name: Kolleen Cobb  
Its: Vice President

STATE OF Florida  
COUNTY OF Miami-Dade

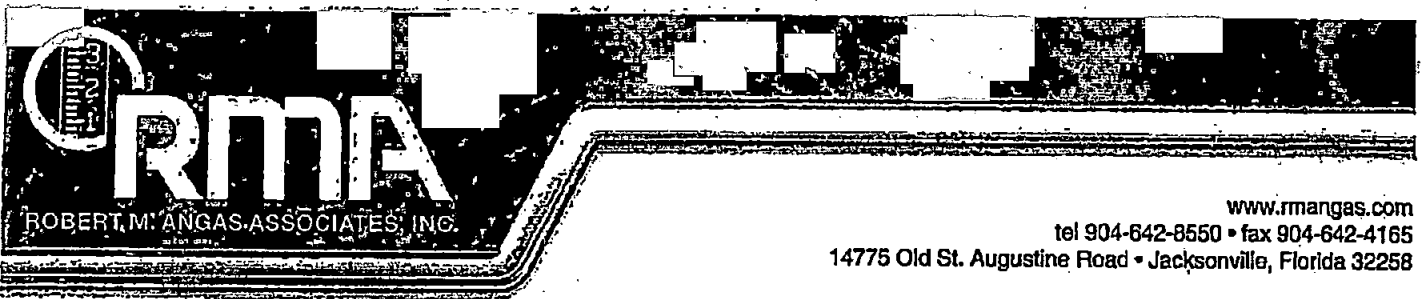
The foregoing instrument is hereby acknowledged before me this 14th day of April, 2018, by Kolleen Cobb, as Vice President of FDG Cordova Palms LLC, on behalf of the company, who is personally known to me.



[Signature]  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_

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

**Exhibit A – Legal Description of Development Property**



Revised November 25, 2015  
September 28, 2015  
Cordova Palms

Work Order No. 15-194.00  
File No. 123K-10.00C

### PUD Parcel

A portion of Sections 10 and 15, together with a portion of Section 50 of the Pablo Sabate Grant, Township 6 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 3012, page 1645, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Southwest corner of said Section 10, said corner lying on the Westerly line of said Official Records Book 3012, page 1645; thence North  $01^{\circ}59'46''$  West, along the Westerly line of said Section 10 and said Westerly line of Official Records Book 3012, page 1645, a distance of 2509.17 feet; thence North  $41^{\circ}53'21''$  East, departing said Westerly lines, 538.62 feet to a point lying on the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way a presently established; thence South  $37^{\circ}52'52''$  East, along said Southwesterly right of way line, 6761.98 feet; thence South  $52^{\circ}07'08''$  West, departing said Southwesterly right of way line, 867.08 feet; thence South  $71^{\circ}30'06''$  West, 393.37 feet; thence South  $04^{\circ}55'38''$  East, 212.73 feet; thence North  $40^{\circ}32'02''$  West, 1094.77 feet; thence South  $40^{\circ}22'58''$  West, 537.80 feet to a point on a curve concave Southeasterly having a radius of 2982.21 feet; thence Southwesterly along the arc of said curve, through a central angle of  $38^{\circ}29'27''$ , an arc length of 2003.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $22^{\circ}14'07''$  West, 1965.97 feet; thence South  $03^{\circ}06'45''$  West, 618.46 feet to a point lying on the Southerly line of said Section 15; thence South  $89^{\circ}47'16''$  West, along said Southerly line, 125.21 feet to the Southwesterly corner of said Official Records Book 3012, page 1645; thence Northerly along said Westerly line of Official Records Book 3012, page 1645 the following 3 courses: Course 1, thence North  $00^{\circ}53'35''$  West, departing said Southerly line of Section 15, a distance of 2672.18 feet; Course 2, thence South  $89^{\circ}13'09''$  West, 1339.65 feet to a point lying on the Westerly line of said Section 15; Course 3, thence North  $00^{\circ}53'21''$  West, along said Westerly line of Section 15, a distance of 2659.81 feet to the Point of Beginning.

Containing 343.34 acres, more or less.



## **Exhibit B – Proportionate Share Calculation**

**PROPORTIONATE FAIR SHARE CALCULATION**

PROJECT: CORDOVA PALMS PUD 1/31/2017																	
Unit ID	Roadway	Terminal	A Length (mi)	B Existing MSV	C Project Traffic	D Improvement Description	E Improved MSV	F Increase in MSV F = E-B	G Cost/Mile (Year 2016)	H 2016 Total Construction Cost H = G * A	I 10% RW I = H * 0.10	J Signal Cost	K 45% Engineering K = (H+J) * 0.45	L 2016 Total Cost L = H+I+K	M % Share M = L / N	N Prop Share N = L * M	
74.2	International Golf Pkwy	N. Francis Rd to St. Marks Pond Blvd	0.50	1,460	191	New 4 Lane Urban	3,200	1,740	\$ 6,659,784	\$3,444,877	\$654,527	\$0	\$3,821,324	\$8,335,728	8.80%	\$483,656	
151.1	Woodlawn Road	SR 16 to Heritage Park Drive (H)	1.47	1,160	65	Curve Realignment New 4 Lane Urban	3,220	2,070	\$ 9,859,784	\$10,127,639	\$1,924,308	\$250,000	\$5,657,033	\$17,959,280	5.14%	\$314,022	
															\$24,297,000		\$1,047,657

**NOTES:**  
 Link 74.2 - Improvements costs include 4-lane improvement from N. Francis Road to western border of the Twelve Mile Swamp Wildlife Management Area; and curve realignment

**Exhibit C-1 – SR 313 Right of Way Dedication**

**LEGAL DESCRIPTION - DONATION**

A Part Of Government Lot's 2, 5 And 7, Section 15 And A Part Of Pablo Sabate Grant, Section 50, Township 6 South, Range 29 East, St. Johns County, Florida, And Being More Particularly Described As Follows:

Commence At A 2" Iron Pipe With Aluminum Cap Stamped "F.E.C.", Marking The Northeast Corner Of Section 15, Township 6 South, Range 29 East, St. Johns County, Florida; Thence South 30°16'20" East, Along The East Line Of Said Section 15, A Distance Of 2,729.02 Feet To The Baseline Of Survey Of State Road No. 313 (As Per Florida Department Of Transportation Control Survey, Section 78006, F.P. No. 2102303); Thence South 30°16'20" East, Continuing Along The East Line Of Said Section 15, A Distance Of 158.81 Feet And To The Point Of Beginning; Thence South 40°33'14" West, A Distance Of 85.21 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 4,434.00 Feet; Thence Along Said Curve, Through An Angle Of 34°29'05", An Arc Distance Of 2,668.71 Feet And A Chord Bearing And Distance Of South 23°18'42" West, 2,628.61 Feet To The Point Of Tangency; Thence South 06°04'09" West, A Distance Of 364.85 Feet; Thence South 89°47'18" West, A Distance Of 301.81 Feet; Thence North 06°04'09" East, A Distance Of 397.87 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 4,734.00 Feet; Thence Along Said Curve, Through An Angle Of 34°29'05", An Arc Distance Of 2,849.27 Feet And A Chord Bearing And Distance Of North 23°18'42" East, 2,806.46 Feet To The Point Of Tangency; Thence North 40°33'14" East, A Distance Of 1,425.91 Feet To The Southwesterly Existing Right Of Way Line Of Florida East Coast Railway (A 100 Foot Right Of Way, As Per Right Of Way And Track Map V-8/28-30); Thence South 37°52'56" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 306.22 Feet; Thence South 40°33'14" West, A Distance Of 1,279.32 Feet To The Point Of Beginning.

Containing 31.237 Acre, More Or Less.

Together With All Right Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

**DESCRIPTION OF PART TO BE DONATED**

According to the right-of-way sketch map and legal description provided by the client, the area to be donated from the subject parent tract consists of an elongated approximate 300 feet wide strip of land extending initially southwest from the proposed FEC Rail crossing at U.S. Highway 1 to a diamond interchange in the southeast portion of the subject and then finally south/southwest across the subject's southeastern fringe to its south boundary line. As planned, this donation is estimated to extend a total average length of 4,535.57 linear feet and contain a total land area of 31.237 gross acres, which includes 25.865 upland acres and 5.372 wetland acres.

Inspection reveals there are no improvement items located within the proposed donation area except for segments of unpaved trail roads and drainage swales that are considered to add no contributory value. Thus, the donation is considered to consist of vacant land only.

Based upon the total upland area to be donated and the subject parent tract's previously estimated upland unit value of \$40,000 per upland acre, the total value of the donation is estimated as follows:

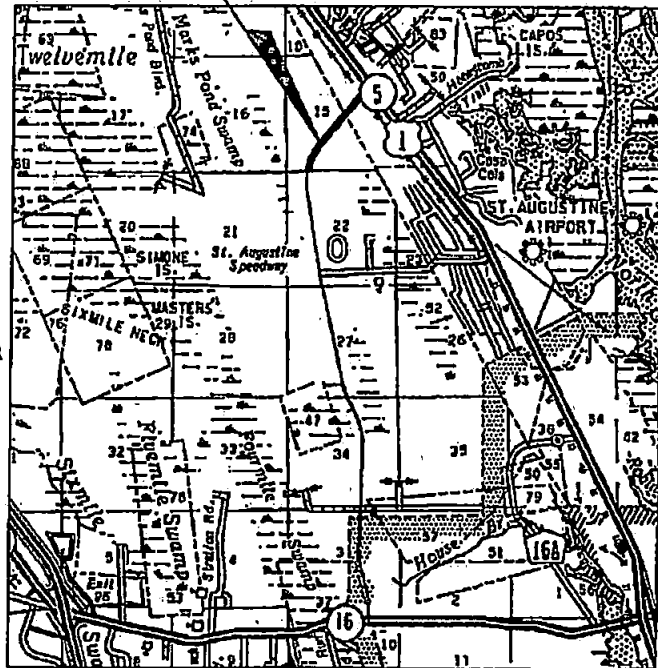


# SKETCH AND DESCRIPTION FOR PARCEL 133

## LEGEND

&	AND
Δ	CENTRAL ANGLE
B	BASELINE
(C)	CALCULATED
C.B.	CHORD BEARING
C.D.	CHORD DISTANCE
C.M.	CONCRETE MONUMENT
CONC.	CONCRETE
E:	EASTING
EXIST.	EXISTING
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	FOUND
F.P.	FINANCIAL PROJECT (NUMBER)
GOV.	GOVERNMENT
ID.	IDENTIFICATION
I.R.&C.	IRON ROD & CAP
L	LENGTH
LA.	LIMITED ACCESS
LB.	LICENSED BUSINESS
MON.	MONUMENT
N:	NORTHING
N/A	NOT APPLICABLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PS.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R	RANGE/RADIUS
R/W	RIGHT OF WAY
S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
SEC.	SECTION
S.R.	STATE ROAD
STA.	STATION
T	TOWNSHIP/TANGENT
W/	WITH
800	PARCEL NUMBER
PL	PROPERTY LINE

## PARCEL LOCATION



NORTH  
N.T.S.

T-6-S  
T-7-S

## GENERAL NOTES:

1. THIS SKETCH IS NOT A FIELD OR BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE AND DESCRIBE THE FEE SIMPLE LIMITED ACCESS PARCEL TO BE ACQUIRED.
3. THE BEARINGS, DIMENSIONS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT, AS ESTABLISHED FROM THE ST. JOHNS COUNTY GEODETIC CONTROL PROJECT STATIONS G031, 6AR, 03-41, 03-46 AND 03-60, DERIVING A BEARING OF N40°33'14"E ON THE BASELINE OF SURVEY, S.R. No. 313 BETWEEN STATION 470+00.00 AND STATION 480+00.00. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE U.S. SURVEY FOOT AND BASED ON SAME.
4. REFERENCE IS MADE TO STATE ROAD No. 313 F.D.O.T. CONTROL SURVEY, SECTION 78006, F.P. No. 2102303 AND F.D.O.T. ELECTRONIC DATABASE 7800602 ON FILE IN F.D.O.T. DISTRICT 2, SURVEYING AND MAPPING DEPARTMENT, LAKE CITY FLORIDA.

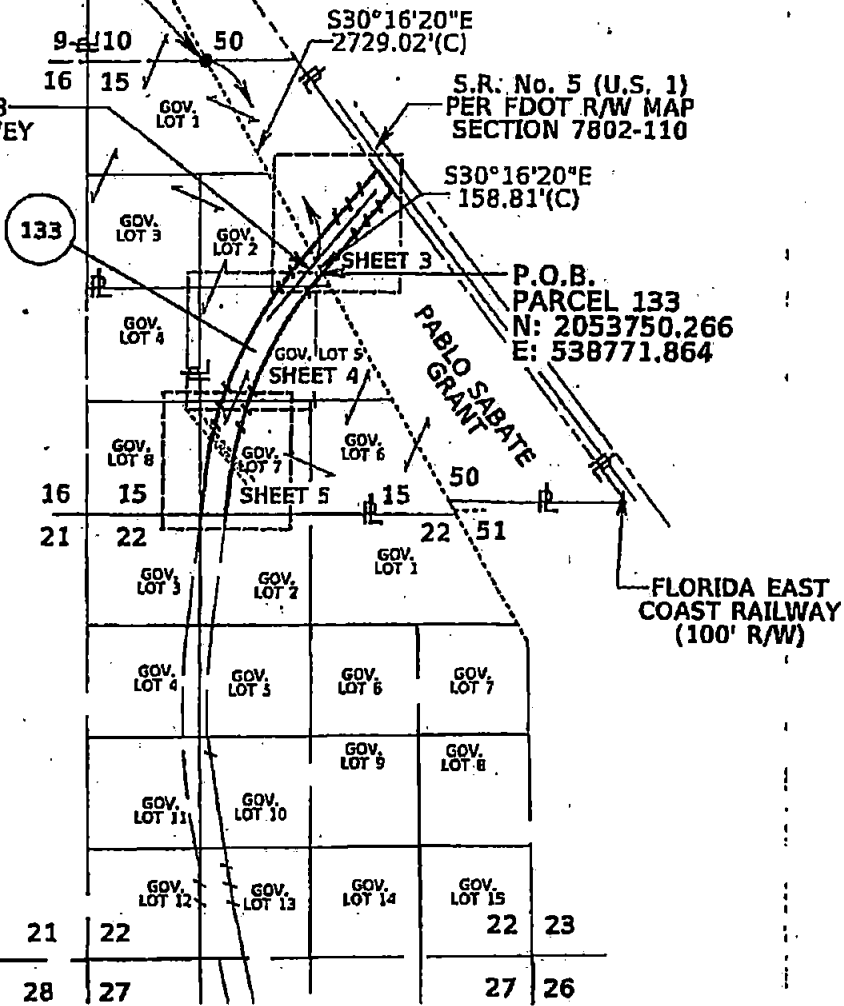
<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>							
<b>SKETCH AND DESCRIPTION-PARCEL 133</b>							
<b>STATE ROAD NO. 313</b>				<b>ST. JOHNS COUNTY</b>			
		BY		DATE		PREPARED BY: DMP, INC. 8001 BELFORD PARKWAY, SUITE 200 JACKSONVILLE, FL 32225 LB#7648	
		DRAWN		SRN		DATE 03-22-16	
		CHECKED		JAA		DATE 04-13-16	
REVISION		BY		DATE		F.P. NO. 2102303	
				SECTION 78006		SHEET 1 OF 6	

**SECTION 15 & PABLO SABATE GRANT, SECTION 50  
TOWNSHIP 6 SOUTH, RANGE 29 EAST**



P.O.C.  
NE CORNER SEC. 15  
2" I.P.  
W/ ALUMINUM CAP  
"F.E.C."  
N: 2056244.313  
E: 537316.084

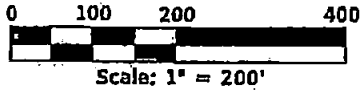
B SURVEY S.R. No. 313  
(F.D.O.T. CONTROL SURVEY  
F.P. No. 2102303,  
SECTION 78006)



KEY SHEET  
NOT A SURVEY  
SEE SHEET 1 FOR NOTES AND LEGEND

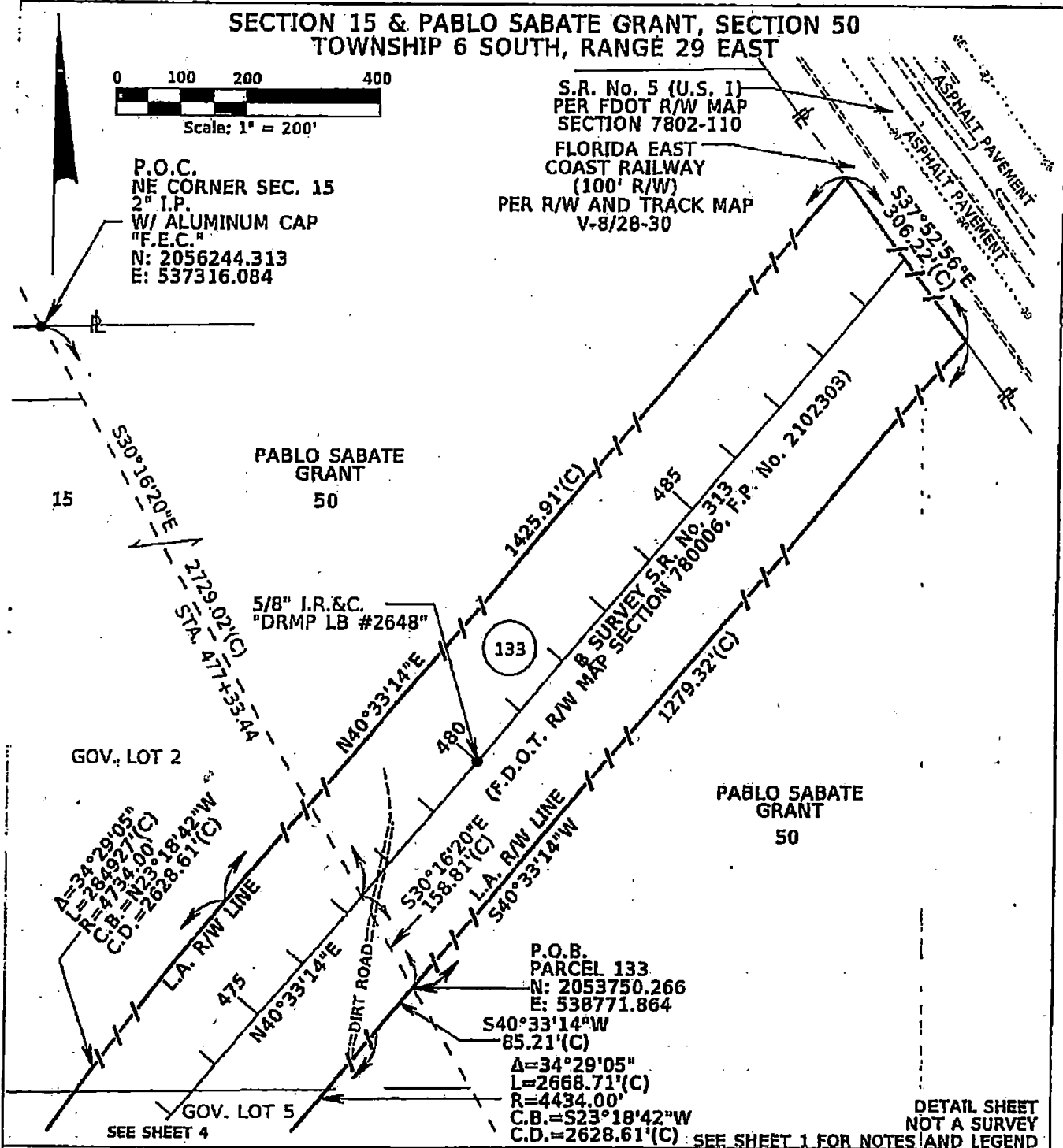
		<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
		<b>SKETCH AND DESCRIPTION-PARCEL 133</b>			
		<b>STATE ROAD NO. 313</b>		<b>ST. JOHNS COUNTY</b>	
	BY	DATE	PREPARED BY: GRMP, INC. 800 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32236 1822648	DATA SOURCE: FIELD BOOK #7800602A-7800602F	
	DRAWN	SRN	03-22-16		
REVISION	BY	DATE	CHECKED	CWF	04-13-16
			F.P. NO. 2102303	SECTION 78006	SHEET 2 OF 6

SECTION 15 & PABLO SABATE GRANT, SECTION 50  
TOWNSHIP 6 SOUTH, RANGE 29 EAST



P.O.C.  
NE CORNER SEC. 15  
2" I.P.  
W/ ALUMINUM CAP  
"F.E.C."  
N: 2056244.313  
E: 537316.084

S.R. No. 5 (U.S. 1)  
PER FDOT R/W MAP  
SECTION 7802-110  
FLORIDA EAST  
COAST RAILWAY  
(100' R/W)  
PER R/W AND TRACK MAP  
V-8/28-30



P.O.B.  
PARCEL 133  
N: 2053750.266  
E: 538771.864

S40°33'14"W  
85.21'(C)  
Δ=34°29'05"  
L=2668.71'(C)  
R=4434.00'  
C.B.=S23°18'42"W  
C.D.=2628.61'(C)

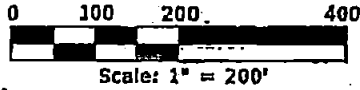
DETAIL SHEET  
NOT A SURVEY  
SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION										
SKETCH AND DESCRIPTION-PARCEL 133										
STATE ROAD NO. 313					ST. JOHNS COUNTY					
DRAWN		BY		DATE		PREPARED BY:			DATA SOURCE:	
		SRN		03-22-16		DRAPI, INC.			FIELD BOOK #78020602A-78020602F	
		JAA		04-13-16		800 BELFORT PARKWAY, SUITE 200				
						JACKSONVILLE, FL 32256 LB#2648				
REVISION		BY		DATE		F.P. NO. 2102303		SECTION 78006		SHEET 3 OF 6

SECTION 15 & PABLO SABATE GRANT, SECTION 50  
TOWNSHIP 6 SOUTH, RANGE 29 EAST

SEE SHEET 3

GOV. LOT 3  
GOV. LOT 2  
GOV. LOT 4  
GOV. LOT 5



5/8" I.R.&C.  
"DRMP LB #2648"

470  
SURVEY S.R. No. 313  
(F.D.O.T. RW MAP SECTION 780006)  
F.P. No. 2102303

475  
N40°33'14"E

$\Delta=34^{\circ}29'05''$   
 $L=2849.27'(C)$   
 $R=4734.00'$   
 $C.B.=N23^{\circ}18'42''W$   
 $C.D.=2806.46'$

133

$\Delta=34^{\circ}29'05''$   
 $L=2668.71'(C)$   
 $R=4434.00'$   
 $C.B.=S23^{\circ}18'42''W$   
 $C.D.=2628.61'(C)$

L.A. RW LINE

L.A. RW LINE

GOV. LOT 4  
GOV. LOT 5  
GOV. LOT 8  
GOV. LOT 7

GOV. LOT 5  
GOV. LOT 7

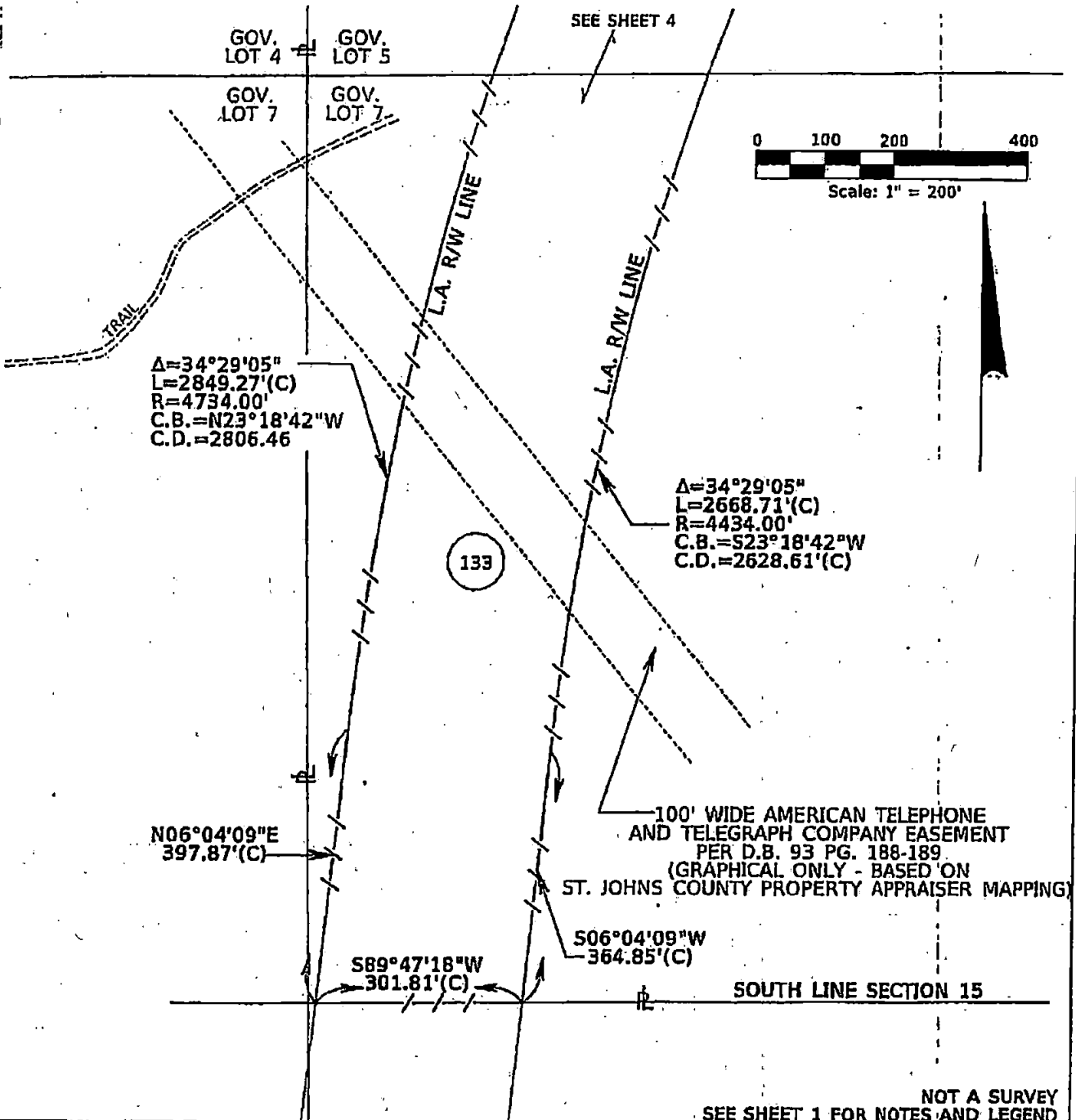
SEE SHEET 5

SEE SHEET 1 FOR NOTES AND LEGEND

NOT A SURVEY

		FLORIDA DEPARTMENT OF TRANSPORTATION			
		SKETCH AND DESCRIPTION-PARCEL 133			
		STATE ROAD NO. 313		ST. JOHNS COUNTY	
		BY	DATE	PREPARED BY: DRMP, INC. 6001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LG#2648	DATA SOURCE: FIELD BOOK #7800502A-7800602F
		DRAWN	SRN	03-22-16	
REVISION	BY	DATE	CHECKED	JAA	04-13-16
			F.P. NO. 2102303		SECTION 78006
					SHEET 4 OF 6

SECTION 15 & PABLO SABATE GRANT, SECTION 50  
TOWNSHIP 6 SOUTH, RANGE 29 EAST



FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 133

STATE ROAD NO. 313

ST. JOHNS COUNTY

				PREPARED BY: DWAYNE 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32230 18-7648	DATA SOURCE: FIELD BOOK 07400602A-7800602F
DRAWN	SRN	03-22-16		F.P. NO. 2102303	SECTION 78006
CHECKED	JAA	04-13-16			SHEET 5 OF 6
REVISION	BY	DATE			

PARCEL NO. 133

FEE SIMPLE LIMITED ACCESS

A Part Of Government Lot's 2, 5 And 7, Section 15 And A Part Of Pablo Sabate Grant, Section 50, Township 6 South, Range 29 East, St. Johns County, Florida, And Being More Particularly Described As Follows:

Commence At A 2" Iron Pipe With Aluminum Cap Stamped "F.E.C.", Marking The Northeast Corner Of Section 15, Township 6 South, Range 29 East, St. Johns County, Florida; Thence South 30°16'20" East, Along The East Line Of Said Section 15, A Distance Of 2,729.02 Feet To The Baseline Of Survey Of State Road No. 313 (As Per Florida Department Of Transportation Control Survey, Section 78006, F.P. No. 2102303); Thence South 30°16'20" East, Continuing Along The East Line Of Said Section 15, A Distance Of 158.81 Feet And To The Point Of Beginning; Thence South 40°33'14" West, A Distance Of 85.21 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 4,434.00 Feet; Thence Along Said Curve, Through An Angle Of 34°29'05", An Arc Distance Of 2,668.71 Feet And A Chord Bearing And Distance Of South 23°18'42" West, 2,628.61 Feet To The Point Of Tangency; Thence South 06°04'09" West, A Distance Of 364.85 Feet; Thence South 89°47'18" West, A Distance Of 301.81 Feet; Thence North 06°04'09" East, A Distance Of 397.87 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 4,734.00 Feet; Thence Along Said Curve, Through An Angle Of 34°29'05", An Arc Distance Of 2,849.27 Feet And A Chord Bearing And Distance Of North 23°18'42" East, 2,806.46 Feet To The Point Of Tangency; Thence North 40°33'14" East, A Distance Of 1,425.91 Feet To The Southwesterly Existing Right Of Way Line Of Florida East Coast Railway (A 100 Foot Right Of Way, As Per Right Of Way And Track Map V-8/28-30); Thence South 37°52'56" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 306.22 Feet; Thence South 40°33'14" West, A Distance Of 1,279.32 Feet To The Point Of Beginning.

Containing 31.237 Acre, More Or Less.

Together With All Right Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

John A. Anderberg \_\_\_\_\_ Date

Florida Professional Surveyor And Mapper No. 5881  
8001 Belfort Parkway, Suite 200  
Jacksonville, Florida, 32256  
(904) 641-0123

This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH AND DESCRIPTION-PARCEL 133			
				STATE ROAD NO. 313		ST. JOHNS COUNTY	
				PREPARED BY: DRMP, INC. 9001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1B02648		DATA SOURCE: FIELD BOOK 07800602A-7800602F	
				DRAWN SRN 03-22-16	F.P. NO. 2102303		SECTION 78006
				CHECKED JAA 04-13-16	SHEET 6 of 6		
REVISION	BY	DATE	CHECKED	JAA	04-13-16	F.P. NO. 2102303	SECTION 78006

**Exhibit C-2 – SR 313 Easement**

# ATTACHMENT 1

December 29, 2017

Mr. Paolo Soria  
Assistant County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

Re: Appraisal of Proposed SR 313 Donation  
Adjacent to the Twelve Mile Swamp  
Conservation Area in St. Johns County,  
Florida; Our File 4832

Dear Mr. Soria:

This is a response to our conversation yesterday afternoon concerning our appraisal of the above-captioned property which consists of a 141.52 acre tract owned by, Flagler Development Group. The purpose of the appraisal was to estimate the value of this tract in conjunction with its donation as part of the required payment for the right-of-way easement being acquired by the Florida Department of Transportation across property owned by the St. Johns River Water Management District and the Trustees of the Internal Improvement Trust Fund (TIIF) which is currently part of the Twelve Mile Swamp Conservation Area.

As we discussed during our conversation, a 128.4 acre portion of the proposed right-of-way for SR 313 passes through the Twelve Mile Swamp Conservation Area. In order to obtain the necessary easement for this right-of-way it was determined that the compensation would require that the FDOT acquire at least 193 acres within the St. Johns River Blueway or other conservation lands identified by the SJRWMD and Board of Trustees along with a donation of 141.52 acres to be used for surplus or exchange to obtain other conservation lands. These terms are spelled out in Item 7 on the enclosed documents. The 141.52 acres referred to as part of this consideration is the land owned by FDG which is located along the east side of the proposed SR 313 right-of-way.

As part of this donation, is my understanding that FDG is requesting impact fee credits for this land. In conjunction with this, we were engaged to estimate the market value of this ownership. Inasmuch as the actual right-of-way for SR 313 through the Twelve Mile Swamp Conservation Area is not located on property owned by Flagler, it would be inappropriate for us to try and measure the value of the property actually being encumbered with the easement since it is owned by the SJRWMD and Board of Trustees. However, as indicated on the attached documents, the acquisition of FDG's 141.52 acres is part of that total compensation required for the right-of-way easement.

Mr. Soria, I hope that this clarifies the purpose of our appraisal and the fact that although the 128.4 acres of the right-of-way is not located on Flagler property, it is a portion of the overall compensation required by the SJRWMD and Board of Trustees. If you have any other questions or we might be of further assistance to you, please do not hesitate to contact us.

Respectfully Submitted,

**LAMPE, ROY & ASSOCIATES, INC.**

Michael C. Roy, MAI, SRA  
State Certified General Real  
Estate Appraiser No. RZ140

/dl

### *Zoning*

The subject is currently zoned OR which is a low intensity zoning category that is typically considered to be a holding zoning until development warrants changing this to a specific use. As noted earlier, the subject is located within in the Lemberg South District and, as such, will have a future zoning for industrial use. Sale 1 is considered to be similar to the subject's current zoning while Sales 2 and 3 are considered to be similar to the property's eventual zoning. For this reason, these two transactions are considered to be superior to the subject in its current condition and a -5% adjustment has been applied.

### *Wetlands*

According to information obtained in conjunction with this analysis, the subject consists of 65.2% uplands and, as such, is considered to be similar to Sales 1 and 3. For this reason, no adjustment is required.

Sale 2 has approximately 87.4% of its site classified as uplands which is considered superior to the subject. However, the location of the wetlands on this sale is considered to be more problematic than that of the subject, i.e. on this sale they are located in the central portion of the site. For this reason, even though the property has approximately 30% more uplands, the location of the wetlands is considered to have a more negative effect on the utilization of Sale 2 and, thus, a -15% adjustment is considered appropriate.

### *Access*

This adjustment recognizes that in order to develop the subject, it would be necessary to construct a road via an existing easement from Big Oak Road to the north. This would require the extension of a road of approximately 3,700 lineal feet which utilizing a cost of \$100 per lineal foot for construction of the road without extending utilities would indicate a cost of approximately \$370,000. Dividing this by the subject's size would indicate a cost of approximately \$2,600 per gross acre. Since Sales 2 and 3 have direct access from paved roads a -\$2,600 per gross acre has been applied.

Sale 1 is considered to be slightly superior to the subject since it has access via several local unpaved roads and, for this reason, a -5% adjustment has been applied.

### *Correlation*

These sales indicate an adjusted unit value range from \$6,900 to \$8,141 per gross acre. The lower limit of this range is established by Sale 1 which is the most recent transaction and is located in rural Columbia County. This property was acquired for use in conjunction with a solar array and is considered similar to the subject in zoning. The subject is considered to be slightly superior to this property in future development

potential and, for this reason, this transaction is considered indicate a value lower than that of the subject.

The upper limit of this range is established by Sale 2 which was also acquired for construction of a solar array. This transaction required several adjustments and must be given careful consideration for this reason. This property is considered to indicate a value similar to that of the subject.

Sale 3 is the oldest transaction analyzed and also required several adjustments. This property was acquired because of the location of both power lines and natural gas lines in the area for use as a liquefied natural gas facility. Taking these factors into consideration, this transaction is considered to indicate a value slightly higher than that of the subject.

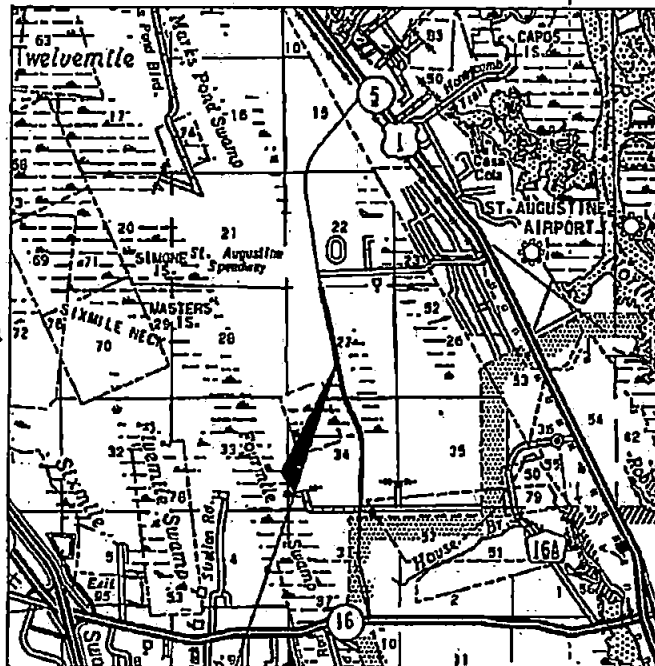
Based upon an analysis of the preceding information, it is our opinion that the subject has a Market cap value of \$7,500 per gross acre. Recognizing that the property contains 141.52 gross acres, its value is estimated as follows:

**141.52 Gross Acres @ \$7,500/Upland Acre = \$1,061,400**

# SKETCH AND DESCRIPTION FOR T.I.I.T.F./S.J.R.W.M.D. EASEMENT PARCEL 801A

## LEGEND

- & = AND
- Δ = CENTRAL ANGLE
- B = BASELINE
- (C) = CALCULATED
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.M. = CONCRETE MONUMENT
- CONC. = CONCRETE
- E = EASTING
- EXIST. = EXISTING
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- FND. = FOUND
- F.P. = FINANCIAL PROJECT (NUMBER)
- GOV. = GOVERNMENT
- ID. = IDENTIFICATION
- I.R.&C. = IRON ROD & CAP
- L = LENGTH
- L.A. = LIMITED ACCESS
- L.B. = LICENSED BUSINESS
- MON. = MONUMENT
- N = NORTHING
- N/A = NOT APPLICABLE
- NO. = NUMBER
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE/RADIUS
- R/W = RIGHT OF WAY
- S.J.R.W.M.D. = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- T = TOWNSHIP/TANGENT
- T.I.I.T.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
- W/ = WITH
- 800 (in circle) = PARCEL NUMBER
- PL = PROPERTY LINE



**PARCEL LOCATION**

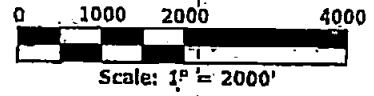
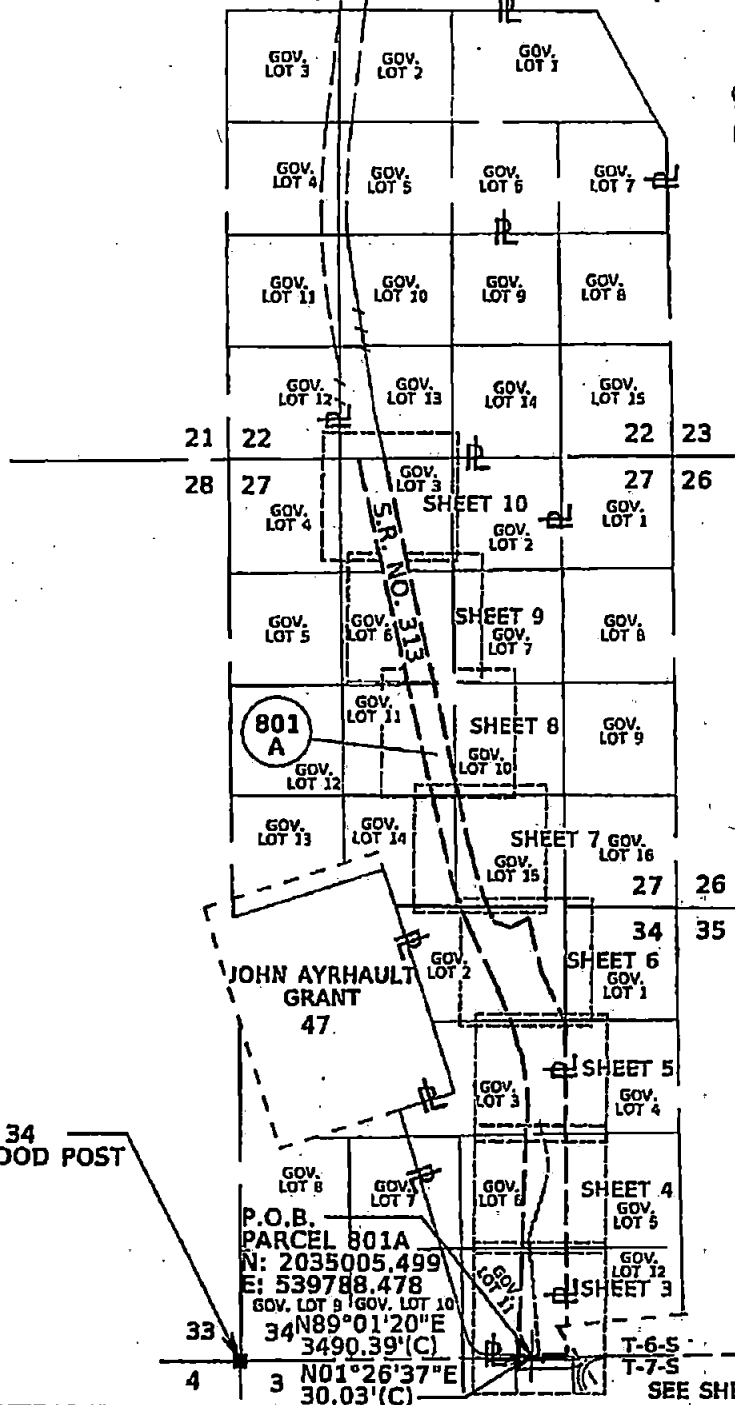
## GENERAL NOTES:

1. THIS SKETCH IS NOT A FIELD OR BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE AND DESCRIBE THE PROPOSED T.I.I.T.F./S.J.R.W.M.D. EASEMENT.
3. THE BEARINGS, DIMENSIONS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT, AS ESTABLISHED FROM THE ST. JOHNS COUNTY GEODETIC CONTROL PROJECT STATIONS G031, 5AR, 03-41, 03-46 AND 03-60, DERIVING A BEARING OF N04°48'57"W ON THE BASELINE OF SURVEY, S.R. No. 313 BETWEEN STATION 280+00.00 AND STATION 290+00.00. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE U.S. SURVEY FOOT AND BASED ON SAME.
4. REFERENCE IS MADE TO STATE ROAD No. 313 F.D.O.T. CONTROL SURVEY, SECTION 78006, F.P. No. 2102303 AND F.D.O.T. ELECTRONIC DATABASE 7800602 ON FILE IN F.D.O.T. DISTRICT 2, SURVEYING AND MAPPING DEPARTMENT, LAKE CITY FLORIDA.

COVER SHEET  
NOT A SURVEY

<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>										
<b>SKETCH AND DESCRIPTION-PARCEL 801A</b>										
<b>STATE ROAD NO. 313</b>					<b>ST. JOHNS COUNTY</b>					
		BY		DATE		PREPARED BY: CRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 (904)2648			DATA SOURCE: FIELD BOOK #7800602A-78006077	
		DRAWN		SRN		03-22-16				
		CHECKED		JAA		04-13-16		F.P. NO. 2102303		
REVISION		BY		DATE		SECTION 78006		SHEET 1 OF 12		

SECTIONS 22, 27 & 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST



P.O.C.  
SW CORNER SEC. 34  
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NO ID.  
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E: 536297.840

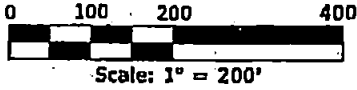
P.O.B.  
PARCEL 801A  
N: 2035005.499  
E: 539788.478  
GOV. LOT 9 GOV. LOT 10  
34 N89°01'20"E  
3490.39'(C)  
3 N01°26'37"E  
30.03'(C)

KEY SHEET  
NOT A SURVEY  
SEE SHEET 1 FOR NOTES AND LEGEND

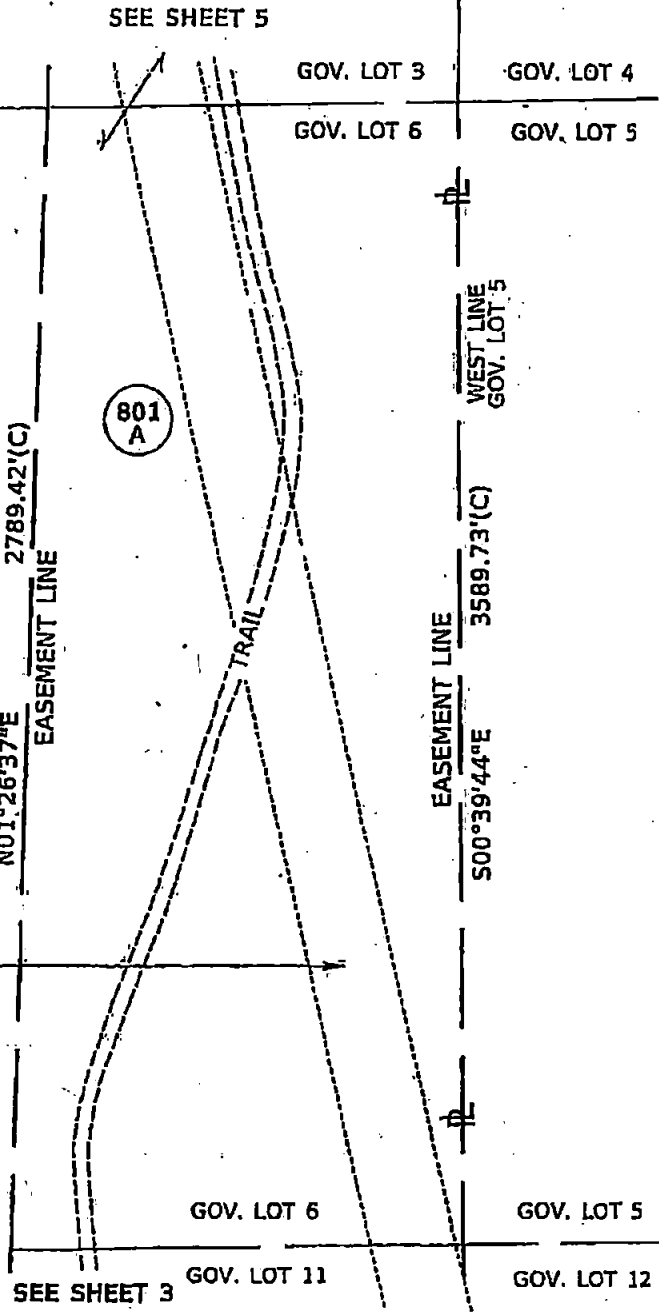
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		SKETCH AND DESCRIPTION-PARCEL 801A			
		STATE ROAD NO. 313		ST. JOHNS COUNTY	
	BY	DATE	PREPARED BY: DRMA, INC. 8001 BELFORT PARKWAY, SUITE 200 MCCLESVILLE, FL 32756 1502648	DATA SOURCE: FIELD BOOK 47800602A-7800502F	
	DRAWN	SRN	03-22-16		
REVISION	BY	DATE	CHECKED	CWF	04-13-16
			F.P. NO. 2102303		SECTION 78006
					SHEET 2 OF 12



SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST



100' WIDE AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER D.B. 93 PG. 53-54 (GRAPHICAL ONLY - BASED ON ST. JOHNS COUNTY PROPERTY APPRAISER MAPPING)



SEE SHEET 3

SEE SHEET 5

SEE SHEET 1 FOR NOTES AND LEGEND

DETAIL SHEET NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313

ST. JOHNS COUNTY

BY	DATE
SRN	03-22-16
IJA	04-13-16

PREPARED BY:  
DAMP, INC.  
600 BELFORT PARKWAY, SUITE 200  
JACKSONVILLE, FL 32250 LB#2639

DATA SOURCE:  
FIELD BOOK #7800602A-7800602P

REVISION

BY

DATE

CHECKED

IJA

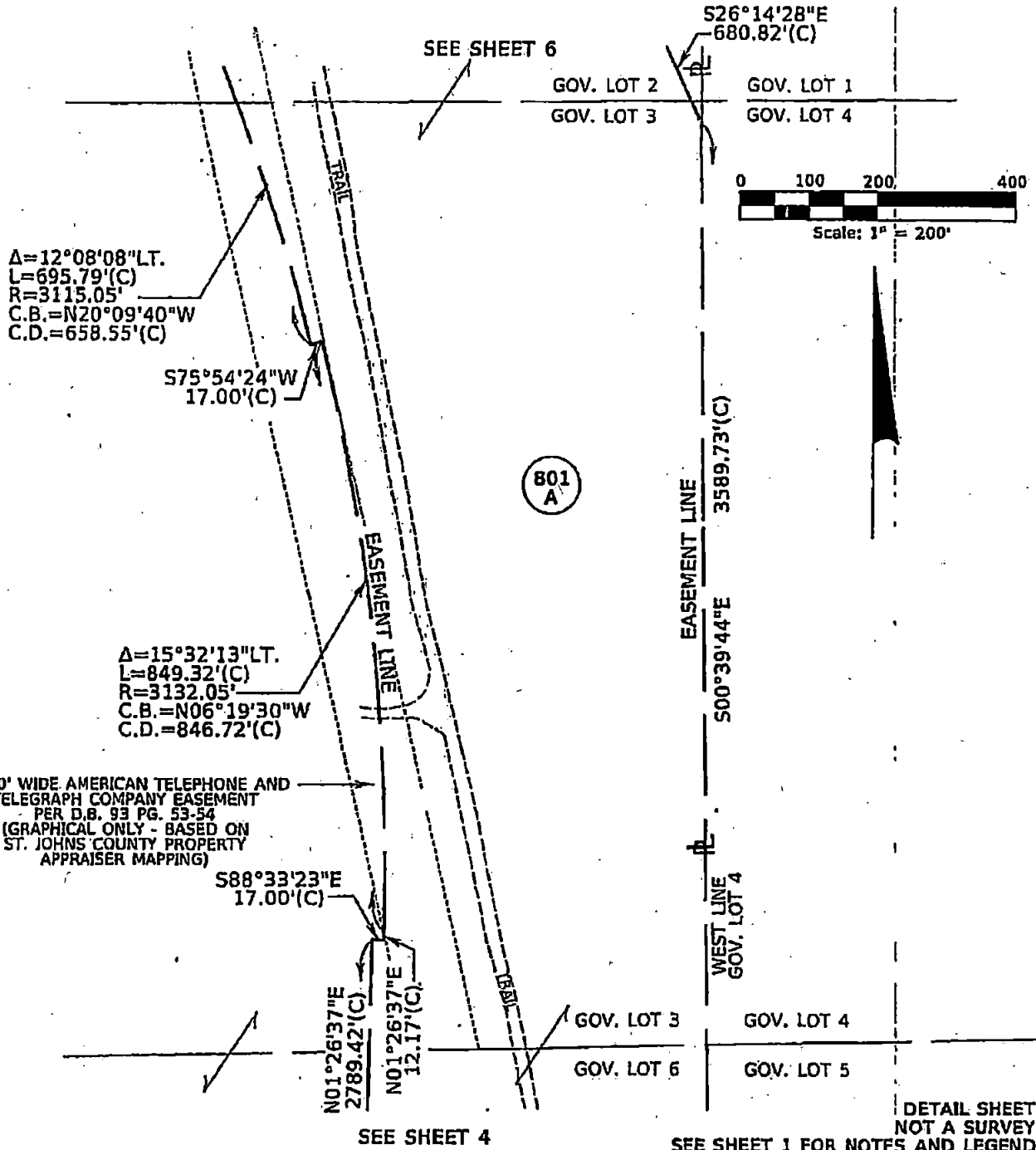
04-13-16

F.P. NO. 2102303

SECTION 78006

SHEET 4 OF 12

SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST

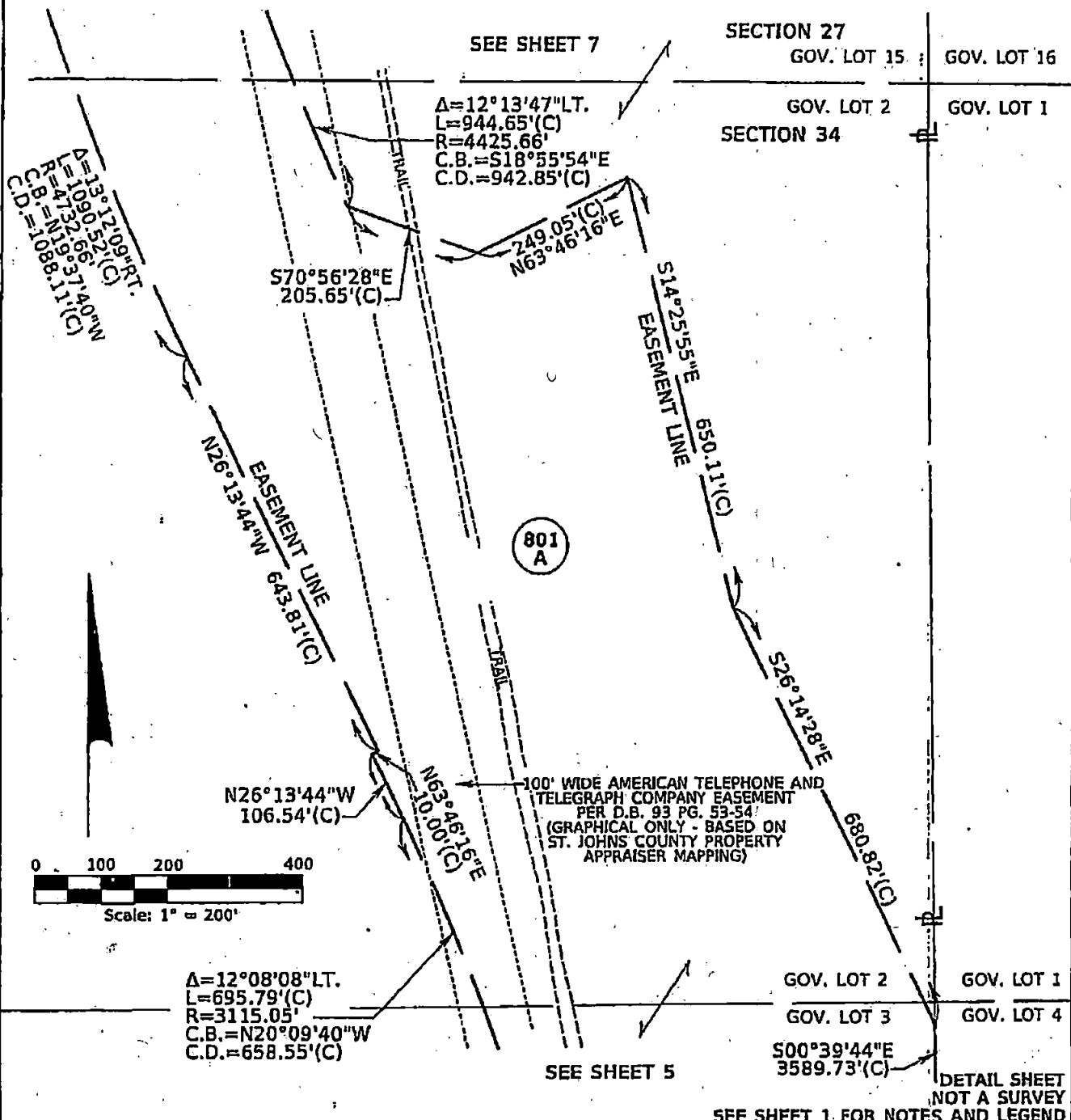


DETAIL SHEET  
NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH AND DESCRIPTION-PARCEL 801A	
				STATE ROAD NO. 313	ST. JOHNS COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 800 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LD#7648
			DRAWN	SRN	03-22-16
			CHECKED	JAA	04-13-16
REVISION	BY	DATE	F.P. NO. 2102303		SECTION 78006
					SHEET 5 OF 12

DATA SOURCE:  
FIELD BOOK #7800602A-7800602F

SECTIONS 27 & 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST



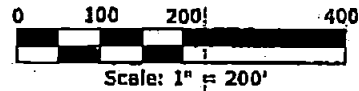
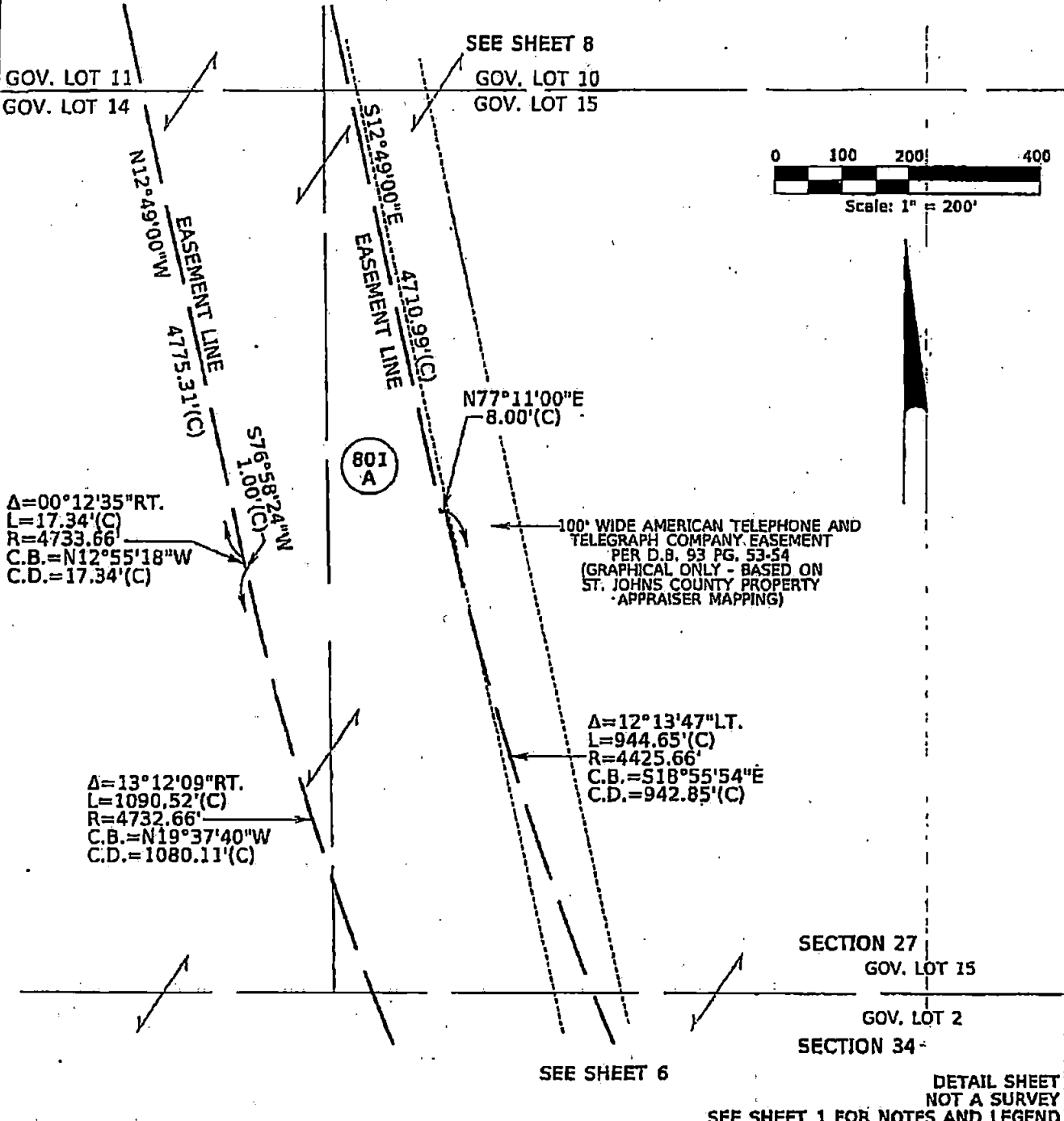
FLORIDA DEPARTMENT OF TRANSPORTATION  
 SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313

ST. JOHNS COUNTY

DRAWN		SRN	03-22-16	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32219 LP#2649	DATA SOURCE: FIELD BOOK #7316602A-7800602F
REVISION	BY	DATE	CHECKED	IAA	04-13-16
			F.P. NO. 2102303	SECTION 78006	SHEET 6 OF 12

SECTION 27, TOWNSHIP 6 SOUTH, RANGE 29 EAST



SEE SHEET 8

GOV. LOT 11  
GOV. LOT 14

GOV. LOT 10  
GOV. LOT 15

SECTION 27  
GOV. LOT 15

GOV. LOT 2

SECTION 34

SEE SHEET 6

DETAIL SHEET  
NOT A SURVEY

SEE SHEET 1 FOR NOTES AND LEGEND

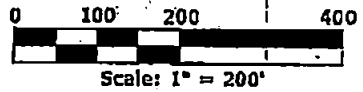
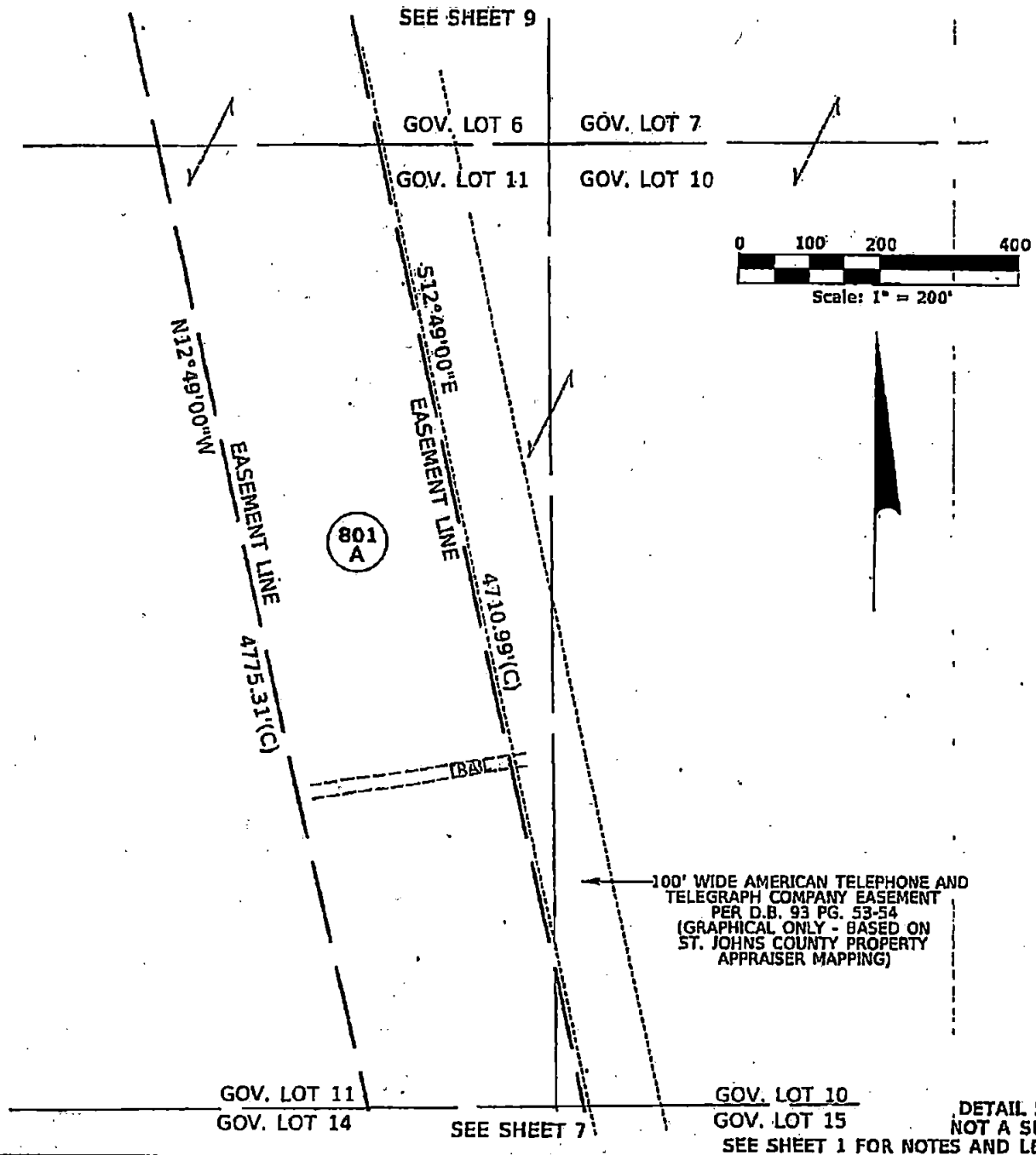
FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313

ST. JOHNS COUNTY

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			DRAWN	SRN	03-22-18
REVISION	BY	DATE	CHECKED	JAA	04-13-18
			F.P. NO. 2102303		SECTION 78006 SHEET 7 OF 12

SECTION 27, TOWNSHIP 6 SOUTH, RANGE 29 EAST



100' WIDE AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER D.B. 93 PG. 53-54 (GRAPHICAL ONLY - BASED ON ST. JOHNS COUNTY PROPERTY APPRAISER MAPPING)

DETAIL SHEET NOT A SURVEY

SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313

ST. JOHNS COUNTY

DRAWN BY SRN DATE 03-22-16

PREPARED BY:  
DRMP, INC.  
8001 BELFORT PARKWAY, SUITE 200  
JACKSONVILLE, FL 32218 1827648

DATA SOURCE:  
FIELD BOOK #7600602A-7800602F

REVISION

BY

DATE

CHECKED

JAA

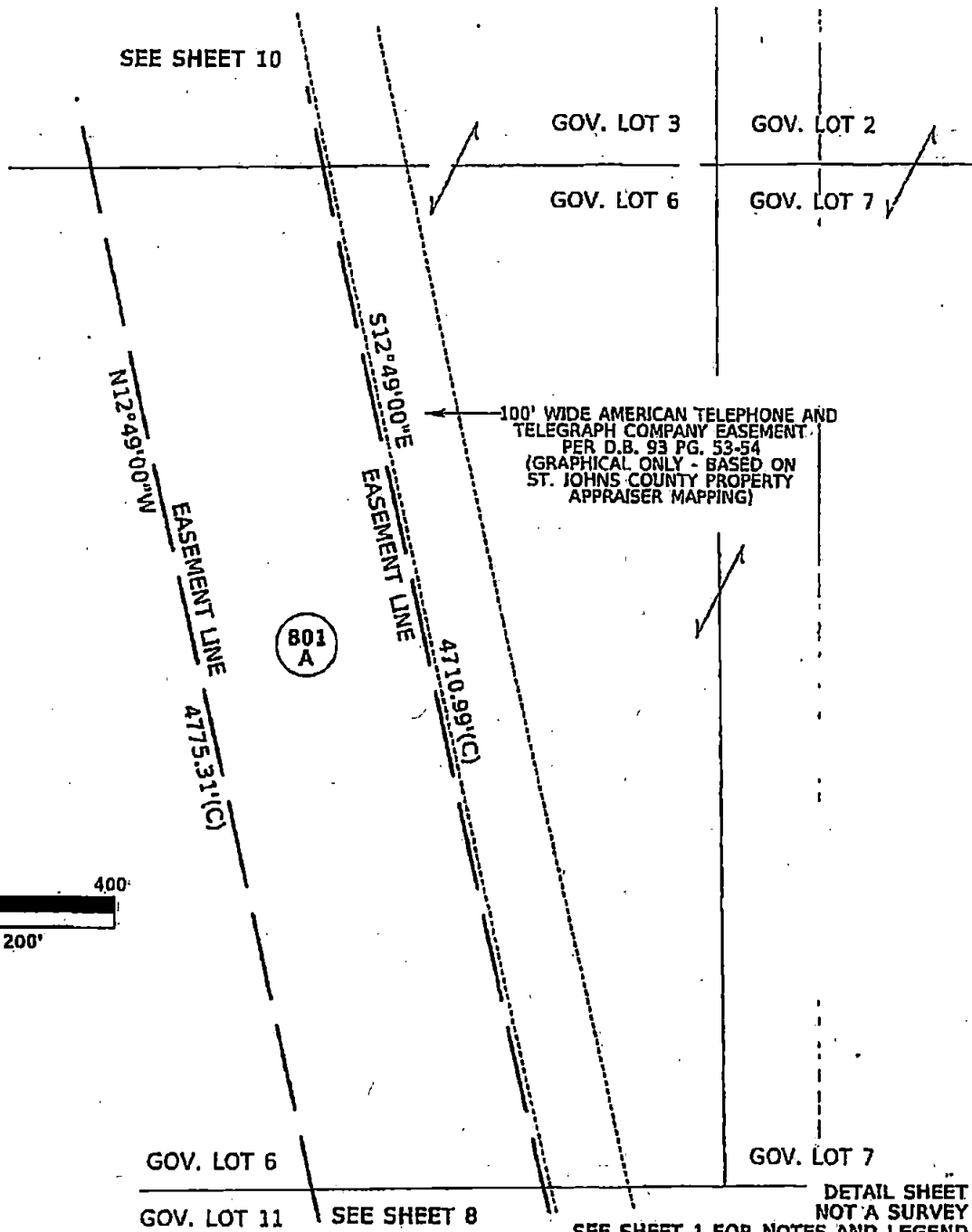
04-13-16

F.P. NO. 2102303

SECTION 78006

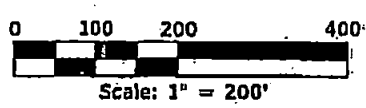
SHEET 8 OF 12

SECTION 27, TOWNSHIP 6 SOUTH, RANGE 29 EAST



801  
A

100' WIDE AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY EASEMENT  
PER D.B. 93 PG. 53-54  
(GRAPHICAL ONLY - BASED ON  
ST. JOHNS COUNTY PROPERTY  
APPRAISER MAPPING)



DETAIL SHEET  
NOT A SURVEY

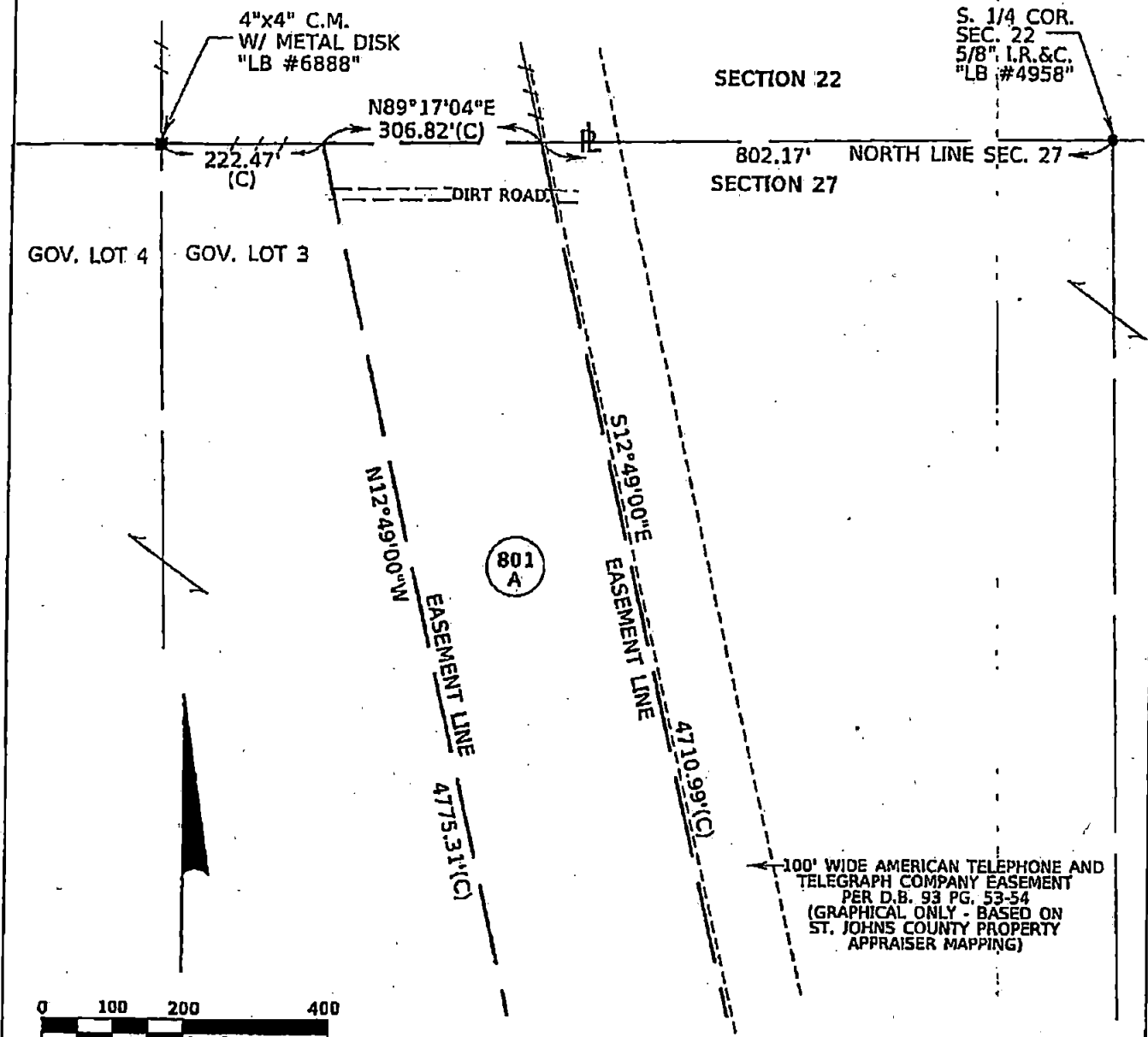
SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313 ST. JOHNS COUNTY

				PREPARED BY: ORAMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32236 LD22648	DATA SOURCE: FIELD BOOK #7800502A-7800603F
			DRAWN	SRN	03-22-16
REVISION	BY	DATE	CHECKED	JAA	04-23-16
			F.P. NO. 2102303		SECTION 78006
			SHEET 9 OF 12		

SECTION 27, TOWNSHIP 6 SOUTH, RANGE 29 EAST



SEE SHEET 9

DETAIL SHEET  
NOT A SURVEY  
SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801A

STATE ROAD NO. 313

ST. JOHNS COUNTY

				PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#764B	DATA SOURCE: FIELD BOOK #7800602A-7800602F
REVISION	BY	DATE	CHECKED	JAA	04-13-16
					F.P. NO. 2102303
					SECTION 78006
					SHEET 10 OF 12

**PARCEL NO. 801A**

**PERPETUAL EASEMENT**

A Part Of Government Lot's 3, 6, 10, 11, 14 And 15, Section 27, Township 6 South, Range 29 East And Government Lot's 2, 3, 6 And 11, Section 34, Township 6 South, Range 29 East, St. Johns County, Florida And Being More Particularly Described As Follows:

Commence At A 4"X4" Fatwood Post, Having No Identification, Marking The Southwest Corner Of Section 34, Township 6 South, Range 29 East, St. Johns County, Florida; Thence North 89°01'20" East, Along The South Line Of Said Section 34, A Distance Of 3,490.39 Feet To The Baseline Of Survey Of State Road No. 313 (As Per Florida Department Of Transportation Control Survey, Section 78006, F.P. No. 2102303); Thence North 01°26'37" East, Along Said Baseline Of Survey Of State Road No. 313, A Distance Of 30.02 Feet To The Northerly Existing Right Of Way Line Of Woodlawn Road (A variable Width Right Of Way As Per Official Records Book 24, Page 723 Of The Public Records Of St. Johns County, Florida), And To The Point Of Beginning; Thence South 89°01'20" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 159.14 Feet; Thence North 01°26'37" East, A Distance Of 2,789.42 Feet; Thence South 88°33'23" East, A Distance Of 17.00 Feet; Thence North 01°26'37" East, A Distance Of 12.17 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 3,132.05 Feet; Thence Northerly Along The Arc Of Said Curve, Through An Angle Of 15°32'13", An Arc Distance Of 849.32 Feet And A Chord Bearing And Distance Of North 06°19'30" West, 846.72 Feet; Thence South 75°54'24" West, A Distance Of 17.00 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 3,115.05 Feet; Thence Northwesterly Along The Arc Of Said Curve, Through An Angle Of 12°08'08", An Arc Distance Of 659.79 Feet And A Chord Bearing And Distance Of North 20°09'40" West, 658.55 Feet; Thence North 26°13'44" West, A Distance Of 106.54 Feet; Thence North 63°46'16" East, A Distance Of 10.00 Feet; Thence North 26°13'44" West, A Distance Of 643.81 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 4,732.66 Feet; Thence Northerly Along The Arc Of Said Curve, Through An Angle Of 13°12'09", An Arc Distance Of 1,090.52 Feet And A Chord Bearing And Distance Of North 19°37'40" West, 1,088.11 Feet; Thence South 76°58'24" West, A Distance Of 1.00 Foot To A Non-Tangent Curve To The Right, Having A Radius Of 4,733.66 Feet; Thence Northerly Along The Arc Of Said Curve, Through An Angle Of 00°12'35", An Arc Distance Of 17.34 Feet And A Chord Bearing And Distance Of North 12°55'18" West, 17.34 Feet; Thence North 12°49'00" West, A Distance Of 4,775.31 Feet To The North Line Of Section 27, Township 6 South, Range 29 East, St. Johns County, Florida; Thence North 89°17'04" East, Along Said North Line, A Distance Of 306.82 Feet; Thence South 12°49'00" East, A Distance Of 4710.99 Feet; Thence North 77°11'00" East, A Distance Of 8.00 Feet To A Non-Tangent Curve To The Left, Having A Radius Of 4,425.66 Feet, Thence Southeasterly Along The Arc Of Said Curve, Through An Angle Of 12°13'47", An Arc Distance Of 944.65 Feet And A Chord Bearing And Distance Of South 18°55'54" East, 942.85 Feet; Thence South 70°56'28" East, A Distance Of 205.65 Feet; Thence North 63°46'16" East, A Distance Of 249.05 Feet; Thence South 14°25'55" East, A Distance Of 650.11 Feet; Thence South 26°14'28" East, A Distance Of 680.82 Feet To The West Line Of Government Lot 4, Section 34, Township 6 South, Range 29 East, St. Johns County, Florida; Thence South 00°39'44" East, Along Said West Line Of Government Lot 4 And The West Line Of Government Lots 5 And 12 Of Said Section 34, A Distance Of 3,589.73 Feet To The North Line Of The Joseph Delespine Grant, Section 81, Township 6 South, Range 29 East, St. Johns County; Thence South 84°15'48" West, Along Said North Line, A Distance Of 113.88 Feet To The Northwest Corner Of Said Section 81; Thence South 33°51'57" East, Along The Westerly Boundary Of Said Section 81, A Distance Of 206.56 Feet; Thence South 00°54'20" East, A Distance Of 171.65 Feet To The Aforesaid Northerly Existing Right Of Way Line Of Woodlawn Road; Thence South 89°01'20" West, Along Said Existing Northerly Right Of Way Line, A Distance Of 431.83 Feet To The Point Of Beginning.

Containing 105.625 Acres, More Or Less.

			<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
			<b>SKETCH AND DESCRIPTION-PARCEL 801A</b>			
			<b>STATE ROAD NO. 313</b>		<b>ST. JOHNS COUNTY</b>	
			DRAWN	BY	DATE	PREPARED BY: DRAPE, INC. 8881 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1822648
			SRN	JAA	03-22-16	DATA SOURCE: FIELD BOOK #7800602A-7800601F
REVISION	BY	DATE	CHECKED	JAA	04-13-16	F.P. NO. 2102303
					SECTION 78006	SHEET 11 OF 12

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

\_\_\_\_\_  
 John A. Anderberg                      Date

Florida Professional Surveyor And Mapper No. 5881  
 8001 Belfort Parkway, Suite 200  
 Jacksonville, Florida, 32256  
 (904) 641-0123

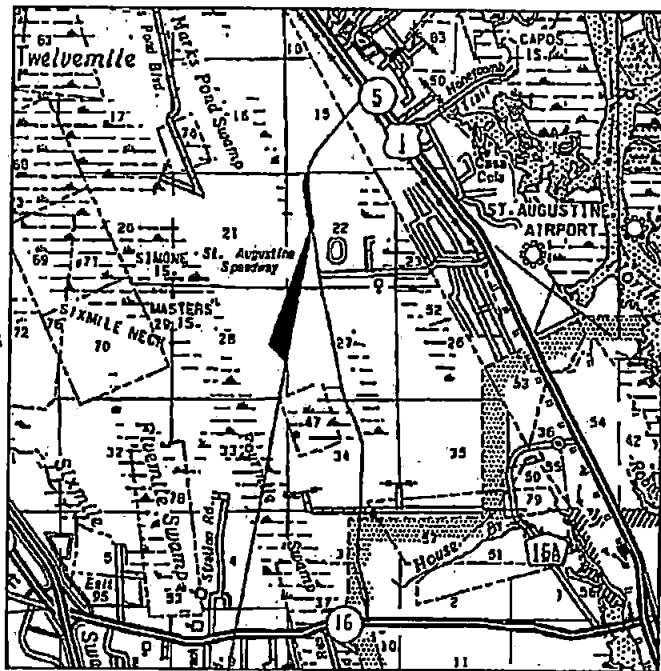
**This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.**

			<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
			<b>SKETCH AND DESCRIPTION-PARCEL 801A</b>			
			<b>STATE ROAD NO. 313</b>		<b>ST. JOHNS COUNTY</b>	
			<b>BY</b>	<b>DATE</b>	<small>PREPARED BY:          GUMP, INC.          8001 BELFORT PARKWAY, SUITE 200          JACKSONVILLE, FL 32256 LB#7648</small>	
			<b>DRAWN</b>	<b>SRN</b>		
<b>REVISION</b>	<b>BY</b>	<b>DATE</b>	<b>CHECKED</b>	<b>JAA</b>	<b>04-13-16</b>	<b>F.P. NO. 2102303</b>
					<b>SECTION 78006</b>	<b>SHEET 12 OF 12</b>

# SKETCH AND DESCRIPTION FOR T.I.I.T.F./S.J.R.W.M.D. EASEMENT PARCEL 801B

## LEGEND

- & AND
- Δ CENTRAL ANGLE
- B BASELINE
- (C) CALCULATED
- C.B. CHORD BEARING
- C.D. CHORD DISTANCE
- C.M. CONCRETE MONUMENT
- CONC. CONCRETE
- E. EXISTING
- EXIST. EXISTING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- FND. FOUND
- F.P. FINANCIAL PROJECT (NUMBER)
- GOV. GOVERNMENT
- ID. IDENTIFICATION
- I.R.&C. IRON ROD & CAP
- L LENGTH
- L.A. LIMITED ACCESS
- L.B. LICENSED BUSINESS
- MON. MONUMENT
- N. NORTHING
- N/A NOT APPLICABLE
- NO. NUMBER
- N.T.S. NOT TO SCALE
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- R RANGE/RADIUS
- R/W RIGHT OF WAY
- S.J.R.W.M.D. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- SEC. SECTION
- S.R. STATE ROAD
- STA. STATION
- T TOWNSHIP/TANGENT
- T.I.I.T.F. TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
- W/ WITH
- 800 = PARCEL NUMBER
- PL = PROPERTY LINE



PARCEL LOCATION

## GENERAL NOTES:

1. THIS SKETCH IS NOT A FIELD OR BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE AND DESCRIBE THE PROPOSED T.I.I.T.F./S.J.R.W.M.D. EASEMENT.
3. THE BEARINGS, DIMENSIONS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT, AS ESTABLISHED FROM THE ST. JOHNS COUNTY GEODETIC CONTROL PROJECT STATIONS G031, 6AR, 03-41, 03-46 AND 03-60, DERIVING A BEARING OF N09°24'56"W ON THE BASELINE OF SURVEY, S.R. No. 313 BETWEEN STATION 400+00.00 AND STATION 410+00.00. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE U.S. SURVEY FOOT AND BASED ON SAME.
4. REFERENCE IS MADE TO STATE ROAD No. 313 F.D.O.T. CONTROL SURVEY, SECTION 78006, F.P. No. 2102303 AND F.D.O.T. ELECTRONIC DATABASE 7800602 ON FILE IN F.D.O.T. DISTRICT 2, SURVEYING AND MAPPING DEPARTMENT, LAKE CITY FLORIDA.

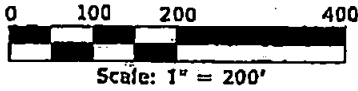
COVER SHEET  
NOT A SURVEY

		<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>			
		<b>SKETCH AND DESCRIPTION-PARCEL 801B</b>			
		<b>STATE ROAD NO. 313</b>		<b>ST. JOHNS COUNTY</b>	
		BY	DATE	PREPARED BY: DAMP, INC. 8801 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32216 1027640	DATA SOURCE: FIELD BOOK #7800602A-7800602F
		DRAWN	SRN	03-22-16	
REVISION	BY	DATE	CHECKED	JAA	04-13-16
				F.P. NO. 2102303	SECTION 78006
				SHEET 1 OF 7	





SECTION 22, TOWNSHIP 6 SOUTH, RANGE 29 EAST



SEE SHEET 5

$\Delta=09^{\circ}03'21''$ LT.  
 $L=1303.96'$ (C)  
 $R=8250.00'$   
 $C.B.=S01^{\circ}32'29''$ W  
 $C.D.=1302.60'$

GOV. LOT 4  
 GOV. LOT 11

NORTH LINE  
 GOV. LOT 10 GOV. LOT 5  
 GOV. LOT 10

DIRT ROAD

$589^{\circ}24'03''$ W  
 $99.55'$ (C)

$S00^{\circ}58'08''$ E  
 $178.24'$ (C)

801  
 B

5/8" I.R.&C.  
 "DRMP LB #2648"

P.O.B.  
 PARCEL 801B  
 N: 2048089.388  
 E: 537363.837

B SURVEY S.R. No. 313  
 (F.D.O.T. CONTROL SURVEY  
 F.P. No. 2102303,  
 SECTION 78006)

$\Delta=18^{\circ}53'09''$ RT.  
 $L=2818.27'$ (C)  
 $R=8550.00'$   
 $C.B.=N03^{\circ}22'26''$ W  
 $C.D.=2805.53'$ (C)

GOV. LOT 11

410

EASEMENT LINE

WEST LINE GOV. LOT 10  
 (C)  $500^{\circ}58'08''$ E  $1398.97'$

$N09^{\circ}24'56''$ W

405

$1890.31'$ (C)

GOV. LOT 11  
 GOV. LOT 12

GOV. LOT 10  
 GOV. LOT 13

SEE SHEET 3

SEE SHEET 1 FOR NOTES AND LEGEND

DETAIL SHEET  
 NOT A SURVEY

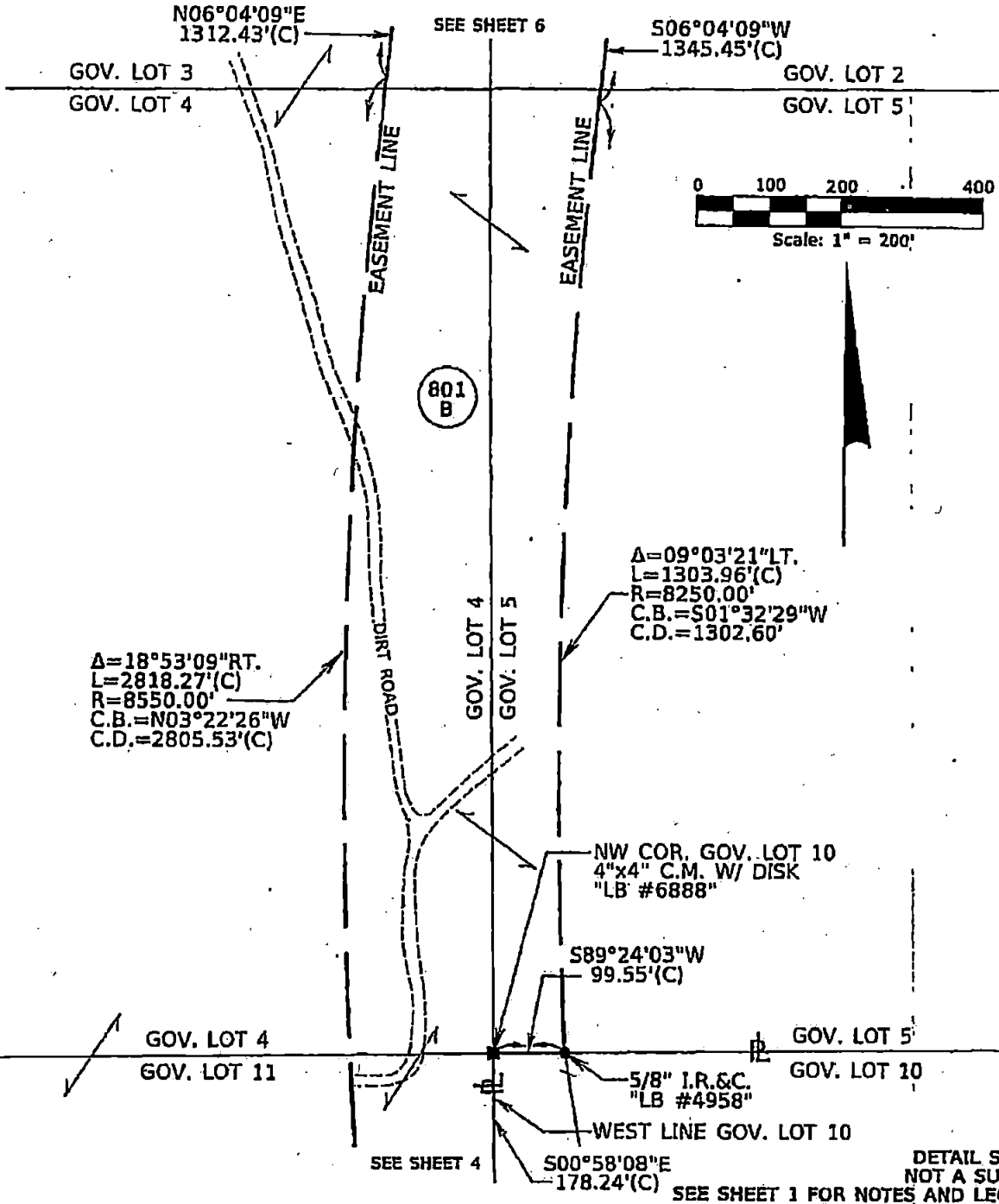
FLORIDA DEPARTMENT OF TRANSPORTATION  
 SKETCH AND DESCRIPTION-PARCEL 801B

STATE ROAD NO. 313

ST. JOHNS COUNTY

		BY		DATE	PREPARED BY: DRMP, INC. 8007 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32216 LR#2648	DATA SOURCE: FIELD 8DO# #7800602A-7800602F	
		DRAWN	SRN	03-22-16			
REVISION	BY	DATE	CHECKED	JAA	04-13-16	F.P. NO. 2102303	SECTION 78006 SHEET 4 OF 7

SECTION 22, TOWNSHIP 6 SOUTH, RANGE 29 EAST



FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801B

STATE ROAD NO. 313

ST. JOHNS COUNTY

				PREPARED BY DRMP, INC. 8003 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32236 LB#1045	DATA SOURCE FIELD BOOK #7806602A-7806602P
			DRAWN SRN	DATE 03-22-16	
REVISION	BY	DATE	CHECKED JAA	DATE 04-13-16	F.P. NO. 2102303

SECTION 78006

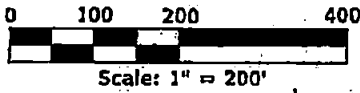
SHEET 5 OF 7

SECTION 22, TOWNSHIP 6 SOUTH, RANGE 29 EAST

SECTION 15  
SECTION 22

NORTH LINE SECTION 22

N89°47'18"E  
301.81'(C)



801  
B

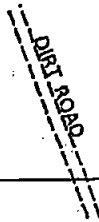
1312.43'(C)

GOV. LOT 3  
GOV. LOT 2

1345.45'(C)

N06°04'09"E  
EASEMENT LINE

EASEMENT LINE  
S06°04'09"W



GOV. LOT 3  
GOV. LOT 4

GOV. LOT 2  
GOV. LOT 5

$\Delta=18^{\circ}53'09''\text{RT.}$   
 $L=2818.27'(C)$   
 $R=8550.00'$   
 $C.B.=N03^{\circ}22'26''W$   
 $C.D.=2805.33'(C)$

SEE SHEET 5

$\Delta=09^{\circ}03'21''\text{LT.}$   
 $L=1303.96'(C)$   
 $R=8250.00'$   
 $C.B.=S01^{\circ}32'29''W$   
 $C.D.=1302.60'$

DETAIL SHEET  
NOT A SURVEY

SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH AND DESCRIPTION-PARCEL 801B

STATE ROAD NO. 313

ST. JOHNS COUNTY

DRAWN	SRN	03-22-16
CHECKED	JAA	04-13-16

PREPARED BY:  
DRMP, INC.  
801 BELFORT PARKWAY, SUITE 200  
JACKSONVILLE, FL 32256 LB#2648

DATA SOURCE:  
FIELD BOOK #7100602A-7800602F

REVISION

BY

DATE

F.P. NO. 2102303

SECTION 78006

SHEET 6 OF 7

PARCEL NO. 801B

PERPETUAL EASEMENT

A Part Of The West 1/2, Section 22, Township 6 South, Range 29 East, St. Johns County, Florida And Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, Stamped "DRMP LB #2648", Marking The Southwest Corner Of Section 22, Township 6 South, Range 29 East, St. Johns County, Florida; Thence North 89°17'04" East, Along The South Line Of Said Section 22, A Distance Of 1,714.50 Feet To The Baseline Of Survey Of State Road No. 313 (As Per Florida Department Of Transportation Control Survey, Section 78006, F.P. No. 2102303); Being On A Non-Tangent Curve To The Right, Having A Radius Of 10,261.93 Feet; Thence Along Said Curve, Through An Angle Of 03°20'55", An Arc Distance Of 599.74 Feet And A Chord Bearing And Distance Of North 11°05'23" East, 599.65 Feet To The Point Of Tangency; Thence North 09°24'56" West, Continuing Along Said Baseline Of Survey, A Distance Of 1,890.31 Feet To The West Line Of Government Lot 10, Of Said Section 22, And To The Point Of Beginning; Thence South 00°58'08" East, Along Said West Line, A Distance Of 1,398.97 Feet; Thence North 12°49'00" West, A Distance Of 114.05 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 8,550.00 Feet; Thence Along Said Curve, Through An Angle Of 18°53'09", An Arc Distance Of 2,818.27 Feet And A Chord Bearing And Distance Of North 03°22'26" West, 2,805.53 Feet To The Point Of Tangency; Thence North 06°04'09" East, A Distance Of 1,312.43 Feet To The North Line Of Said Section 22, Thence North 89°47'18" East, Along Said North Line, A Distance Of 301.81 Feet; Thence South 06°04'09" West, A Distance Of 1,345.45 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 8,250.00 Feet; Thence Southerly Along The Arc Of Said Curve, Through An Angle Of 09°03'21", An Arc Distance Of 1,303.96 Feet And A Chord Bearing And Distance Of South 01°32'29" West, 1,302.60 Feet To The North Line Of Government Lot 10, Of Said Section 22; Thence South 89°24'03" West, Along Said North Line, A Distance Of 99.55 Feet To The Northwest Corner Of Said Government Lot 10; Thence South 00°58'08" East, Along The West Line Of Said Government Lot 10, A Distance Of 178.24 Feet To The Point Of Beginning.

Containing 22.777 Acres, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

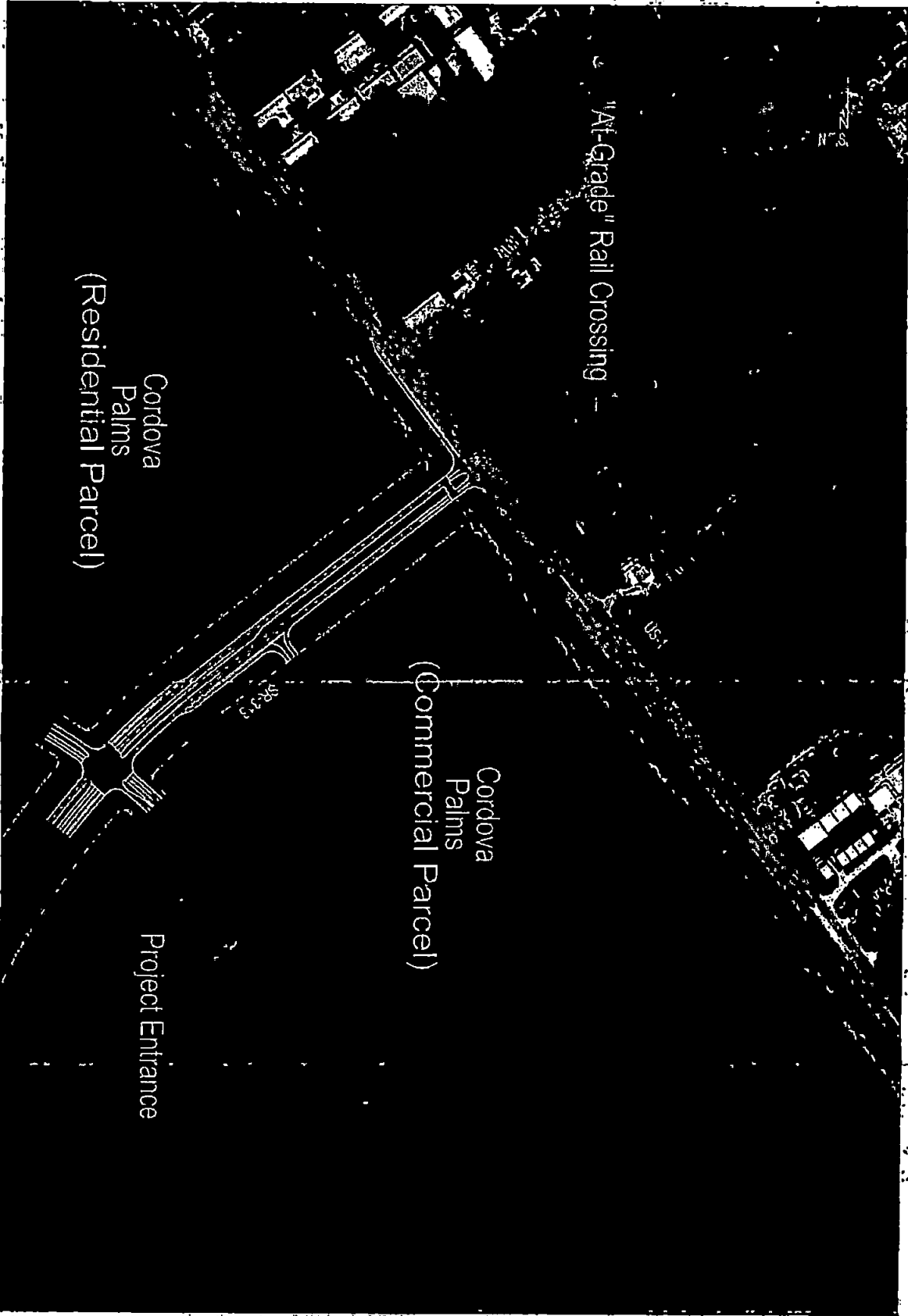
John A. Anderberg Date

Florida Professional Surveyor And Mapper No. 5881  
8001 Belfort Parkway, Suite 200  
Jacksonville, Florida, 32256  
(904) 641-0123

This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			SKETCH AND DESCRIPTION-PARCEL 801B			
			STATE ROAD NO. 313		ST. JOHNS COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 1887649	DATA SOURCE: FIELD BOOK #7800602A-7800602F
			DRAWN	SRN	03-22-16	
REVISION	BY	DATE	CHECKED	JAA	04-13-16	F.P. NO. 2102303 SECTION 78006 SHEET 7 OF 7

## **Exhibit C-3 – SR 313 Improvements**



Engineering, Planning & Construction, Inc.  
10700 E. 1st Avenue, Suite 200  
Denver, CO 80231  
Tel: 303.751.1000  
Fax: 303.751.1001  
www.etm-inc.com

### SR-313 Improvements

**Exhibit C-4 – Cost Estimate for SR 313 Improvements**



VISION • EXPERIENCE • RESULTS

www.etminc.com  
tel 904-642-8990 • fax 904-646-9485  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

February 14, 2018

Jan Trantham  
St. Johns County Growth Management Department  
Transportation Development Division  
4040 Lewis Speedway  
St. Augustine, FL 32084

**Reference: Cordova Palms – SR 313  
Exhibit C-4: Cost Estimates**

Dear Ms. Trantham:

Please find attached the following items for the above referenced project:

- One Opinion of Probable Construction Cost for SR 313/US 1 Intersection and SR 313 Railroad Crossing of FEC Line – Total Cost = \$980,081
- One Opinion of Probable Construction Cost for SR 313 from Sta. 470+00.00 to Sta. 486+70.00 (SR 313 west of US 1 and Railroad Crossing of FEC Line) – Total Cost = \$1,454,249

The grand total probable construction cost of these roadway improvements is \$2,435,050.

These opinions are based on conceptual roadway plans for SR 313 developed by England-Thims & Miller, Inc., in July 2017, as well as estimates from FEC for anticipated railroad crossing equipment.

Sincerely,

**England-Thims & Miller, Inc.**

Chase T. Wilkinson, P.E.  
Project Engineer

Direct: 904-376-6295  
WilkinsonC@etminc.com

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
Jacksonville • Lake Mary • Palm Coast  
CA-00002584 LC-0000316

# EXHIBIT C-4

## Opinion of Probable Construction Cost Cordova Palms

Date: July 2017

### SR 313/JUS 1 Intersection and Railroad Crossing of FEC Line

Pay Item	Description	Total Quantity	Unit	FDOT Avg. Cost Statewide Avg. 06/07/16 - 05/31/17	Unit SR 9B Phase III 7/19/2015	Crosswater Parkway Extension 2/19/2016	Probable Unit Cost	Total Probable Amount
102-1	MAINTENANCE OF TRAFFIC	1	LS				10% \$	18,027.62
104-1A	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS				5% \$	9,013.81
120-1	REGULAR EXCAVATION	400	CY	5.13 \$	3.00 \$	3.52 \$	5.00 \$	2,000.00
120-6	EMBANKMENT	4,400	CY	7.82 \$	8.60 \$	1.78 \$	9.00 \$	39,600.00
180-4	TYPE B STABILIZATION	3,897	SY	4.12 \$	2.60 \$	4.08 \$	4.00 \$	14,787.20
285-701	OPTIONAL BASE, BASE GROUP 1, 4" LIMEROCK, LBR 100	520	SY	14.92 \$	9.00 \$	9.50 \$	11.00 \$	5,717.80
285-709	OPTIONAL BASE, BASE GROUP 9, 10" LIMEROCK, LBR 100	2,901	SY	16.61 \$	15.00 \$	15.48 \$	17.00 \$	49,322.10
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, 12.5, 2" THICK	319.1	TN	90.30 \$	94.00 \$	92.27 \$	95.00 \$	30,318.30
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, 9.5, 1-1/2" THICK	282.3	TN	90.30 \$	94.00 \$	103.88 \$	95.00 \$	26,817.55
520-1-7	CONCRETE CURB & GUTTER, TYPE E	305	LF	15.84 \$	11.50 \$	- \$	15.00 \$	4,581.00
520-5-11	TRAFFIC SEPARATOR CONCRETE TYPE 1, 4" WIDE	83	LF	41.07 \$	24.50 \$	28.52 \$	40.00 \$	3,304.00
570-1-1	PERFORMANCE TURF	1,232	SY	1.90 \$	- \$	- \$	2.00 \$	2,464.40
570-1-2	PERFORMANCE TURF, SOD	455	SY	2.61 \$	3.00 \$	2.22 \$	3.00 \$	1,363.80
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8	AS	343.56 \$	500.00 \$	- \$	500.00 \$	4,000.00
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	1	AS	1,030.43 \$	- \$	- \$	1,100.00 \$	1,100.00
705-10-1	OBJECT MARKER, TYPE 1	4	AS	147.36 \$	- \$	- \$	165.00 \$	660.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	66	EA	3.54 \$	- \$	- \$	4.00 \$	224.00
711-1-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 16"	51	LF	2.95 \$	- \$	- \$	3.50 \$	179.20
711-1-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	108	LF	4.05 \$	- \$	- \$	4.50 \$	485.55

Pay Item	Description	Total Quantity	Unit	FDOT Avg. Cost Statewide Avg. 06/01/16 - 05/31/17	Unit SR 08 Phase III 7/19/2015	Crosswater Parkway Extension 2/18/2016	Probable Unit Cost	Total Probable Amount
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	0,081	GM	\$ 1,899.38	\$ -	\$ -	\$ 2,100.00	\$ 128.10
711-11-160	THERMOPLASTIC, STANDARD, MESSAGE OR SYMBOL	5	EA	\$ 127.28	\$ -	\$ -	\$ 135.00	\$ 675.00
711-11-170	THERMOPLASTIC, STANDARD, ARROWS	15	EA	\$ 66.46	\$ -	\$ -	\$ 70.00	\$ 1,050.00
711-14-160	THERMOPLASTIC, PREFORMED, MESSAGE (BIKE SYMBOL)	1	EA	\$ 217.76	\$ -	\$ -	\$ 100.00	\$ 100.00
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.305	GM	\$ 4,003.10	\$ -	\$ -	\$ 4,400.00	\$ 1,342.00
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.048	GM	\$ 5,659.54	\$ -	\$ -	\$ 5,800.00	\$ 278.40
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 8", 10-30 OR 3-9 SKIP	0.015	GM	\$ 1,469.76	\$ -	\$ -	\$ 1,600.00	\$ 24.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.185	GM	\$ 4,005.13	\$ -	\$ -	\$ 4,400.00	\$ 814.00
SUBTOTAL ROADWAY								\$ 218,377.82
1	RAILROAD CROSSING WARNING SIGNS						\$	
2	RAILROAD CROSSING SURFACE						\$	
3	TRACK PANEL						\$	181,643.91
	ENGINEERING / PROJECT MANAGEMENT						\$	62,777.67
4	AUTOMATIC CROSSING WARNING DEVICES						\$	390,070.99
SUBTOTAL RAILROAD CROSSING								\$ 634,492.56
CONTINGENCY		15 %					\$	127,930.56
<b>TOTAL</b>								<b>\$980,801</b>

## EXHIBIT C-4

### Opinion of Probable Construction Cost

#### Cordova Palms - SR 313

Date: July 2017

STA. 470+00.00 TO STA. 486+70.00\*

Pay Item	Description	Total Quantity	Unit	FDOT Avg. Cost Statewide Avg. 06/01/16 - 05/31/17	Unit SR 9B Phase III 7/19/2015	Crosswater Parkway Extension 2/18/2016	Probable Unit Cost	Total Probable Amount
102-1	MAINTENANCE OF TRAFFIC	1	LS				\$ 1,000.00	\$ 1,000.00
104-1A	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS				5%	\$ 59,276.54
120-1	REGULAR EXCAVATION	400	CY	\$ 5.13	\$ 3.00	\$ 3.52	\$ 5.00	\$ 2,000.00
120-6	EMBANKMENT	37,500	CY	\$ 7.82	\$ 8.60	\$ 1.78	\$ 9.00	\$ 337,500.00
160-4	TYPE B STABILIZATION	20,423	SY	\$ 4.12	\$ 2.60	\$ 4.08	\$ 4.50	\$ 91,901.25
285-701	OPTIONAL BASE, BASE GROUP 1, 4" LIMEROCK, LBR 100	2,082	SY	\$ 14.92	\$ 9.00	\$ 9.50	\$ 11.00	\$ 22,897.60
285-709	OPTIONAL BASE, BASE GROUP 9, 10" LIMEROCK, LBR 100	15,956	SY	\$ 16.61	\$ 15.00	\$ 15.48	\$ 17.00	\$ 271,248.60
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, 12.5, 2" THICK	1,739.8	TN	\$ 90.30	\$ 94.00	\$ 92.27	\$ 95.00	\$ 165,279.10
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, 9.5, 1-1/2" THICK	1,476.7	TN	\$ 90.30	\$ 94.00	\$ 103.88	\$ 95.00	\$ 140,288.40
520-1-7	CONCRETE CURB & GUTTER, TYPE E	3,950	LF	\$ 15.84	\$ 11.50	\$ -	\$ 15.00	\$ 59,245.50
520-1-10	CONCRETE CURB & GUTTER, TYPE F	582	LF	\$ 19.79	\$ 13.00	\$ -	\$ 18.00	\$ 10,481.40
570-1-1	PERFORMANCE TURF	37,179	SY	\$ 1.90	\$ -	\$ -	\$ 2.00	\$ 74,357.20
570-1-2	PERFORMANCE TURF, SOD	3,444	SY	\$ 2.61	\$ 3.00	\$ 2.22	\$ 3.00	\$ 10,331.70
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12SF	5	AS	\$ 343.56	\$ 500.00	\$ -	\$ 500.00	\$ 2,500.00
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	3	AS	\$ 1,030.43	\$ -	\$ -	\$ 1,100.00	\$ 3,300.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	183	EA	\$ 3.54	\$ -	\$ -	\$ 4.00	\$ 732.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	168	LF	\$ 4.05	\$ -	\$ -	\$ 4.50	\$ 756.90
711-11-160	THERMOPLASTIC, STANDARD, MESSAGE OR SYMBOL	8	EA	\$ 127.28	\$ -	\$ -	\$ 135.00	\$ 1,080.00
711-11-170	THERMOPLASTIC, STANDARD, ARROWS	26	EA	\$ 66.46	\$ -	\$ -	\$ 70.00	\$ 1,820.00

### EXHIBIT C-4

Pay Item	Description	Total Quantity	Unit	FDOT Avg. Unit Cost Statewide Avg. 06/01/16 - 05/31/17	SR 9B Phase III 7/19/2015	Crosswater Parkway Extension 2/18/2016	Probable Unit Cost	Total Probable Amount
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.972	GM	\$ 4,003.10	\$ -	\$ -	\$ 4,400.00	\$ 4,276.80
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 OR 3-9 SKIP	0.537	GM	\$ 1,469.76	\$ -	\$ -	\$ 1,800.00	\$ 859.20
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.780	GM	\$ 4,005.13	\$ -	\$ -	\$ 4,400.00	\$ 3,432.00
<b>SUBTOTAL</b>								<b>\$ 1,264,564.19</b>
<b>CONTINGENCY 15 %</b>								<b>\$ 189,684.63</b>
<b>TOTAL</b>								<b>\$1,454,249</b>
* DOES NOT INCLUDE R/R CROSSING OR U.S.1 IMPROVEMENTS								
<small>PAFLAGLER14-001114-001-03AAdminConcurrence(Copy of Railroad Crossing Cost Estimate to RR Crossing</small>								

**Exhibit D – Sample Voucher**

Voucher #

**St. Johns County Impact Fee Voucher  
(Cordova Palms)  
RE: PFS AGREE 2017-01**

1. Name and address of Applicant/Grantor: \_\_\_\_\_
2. Name and address of Grantee: \_\_\_\_\_
3. Legal description of subject property: \_\_\_\_\_
4. Subdivision or Master Development Plan name: \_\_\_\_\_

The undersigned Applicant/Grantor confirms that it has received from \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Applicant/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Applicant/Grantor.

\_\_\_\_\_ Roads Ordinance #87-57 in the amount of \$ \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_