

RESOLUTION NO. 2025- 203

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE AN AMENDED AND RESTATED FIRST AMENDMENT TO AIR RIGHTS EASEMENT IN CONNECTION WITH THE HOTEL BOUNDARIES LOCATED ON THE ST. JOHNS COUNTY CONVENTION CENTER PROPERTY AT THE WORLD GOLF VILLAGE AND

RECITALS

WHEREAS, Resolution No. 2017-377 approved a First Amendment to Air Rights Easement (“First Amendment”) in connection with the hotel boundaries located on the St. Johns County Convention Center property at the World Golf Village; and

WHEREAS, the First Amendment was subsequently recorded in Official Records Book 4476, page 286, of the public records of St. Johns County, Florida; and

WHEREAS, a current survey found that the metes and bounds description attached to the First Amendment was incorrect and did not cover all the hotel boundaries; and

WHEREAS, the County has been asked to amend the First Amendment by executing the Amended and Restated First Amendment to Air Rights Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, that includes the correct metes and bounds description.

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

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the Chair to execute the Amended and Restated First Amendment to Air Rights Easement on behalf of the County.

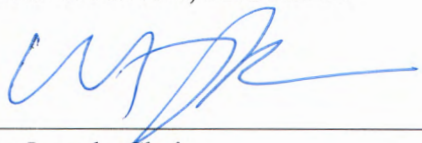
Section 3. The Clerk is instructed to mail the original executed Amended and Restated First Amendment to Air Rights Easement to Brian Cameron, Atrium Finance IV, LP, 415 West 14th Street, 15th Floor, New York, NY 10014.

Section 4. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 17 2025

By: 

Krista Joseph, Chair

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

By: Crystal Smith
Deputy Clerk



THIS DOCUMENT PREPARED
BY AND RETURN TO:

Brian Cameron
Atrium Finance IV, LP
415 West 14th Street, 15th Floor
New York, NY 10014

AMENDED AND RESTATED FIRST AMENDMENT TO AIR RIGHTS EASEMENT

This Amended and Restated First Amendment to Air Rights Easement (“Amendment”) is entered into by (1) Atrium Finance IV, LP, a Delaware Limited Partnership, having an address at 2398 E. Camelback Road, Suite 1000, Phoenix, AZ 85016 (“Atrium”), and (2) St. Johns County, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, St. Augustine, FL 32084 (“County”), with respect to that certain Statutory Warranty Deed (the “Deed”) containing the reservation of the Air Rights Easement (as defined in the Deed), dated July 24, 1996, from the County to John Q. Hammons Hotels - Two L.P. (“JQHT”), recorded in Official Records Book 1185, Page 1160.

WHEREAS, pursuant to the Deed, JQHT conveyed certain land to the County to allow the County to arrange for the construction of the St John’s County Convention Center (the “Convention Center”), and simultaneously therewith reserved the Air Rights Easement for the purpose of constructing a hotel (the “Hotel”) within such Air Rights Easement, all as further described in the Deed; and

WHEREAS, in Section II (a) of the Deed (a copy of which is appended hereto for ease of reference as Exhibit A), the parties agreed that upon completion of the Hotel by JQHT within the Air Rights Easement, the parties would enter into an amendment to the Deed “delineating, pursuant to as- built surveys, the specific locations of the easements reserved herein”; and

WHEREAS, JQHT conveyed its interests under the Deed (including the Air Rights Easement) to John Q. Hammons Hotels, L.P. by Quit Claim Deed dated February 23, 2005, and recorded in Official Records Book 2403, Page 1311; and

WHEREAS, John Q. Hammons Hotels, L.P. changed its name to Atrium Hotels, L.P.; and

WHEREAS, Atrium Hotels, L.P. conveyed its interests under the Deed (including the Air Rights Easement) to Atrium by Quit Claim Deed dated August 7, 2007, and recorded in Official Records Book 2967, Page 439; pursuant to which Atrium became successor to the interest of JQHT under the Deed (including the Air Rights Easement); and

WHEREAS, the construction of the Hotel has been completed and the exact location of the Air Rights Easement has now been determined by an "as built" survey (the "Current Survey"), as approved by the County and Atrium (as successor in title to JQHT); and

WHEREAS, based on the Current Survey, a new metes and bounds description of the Air Rights Easement is required; and

WHEREAS, by First Amendment to Air Rights Easement last executed between the parties hereto on December 6, 2017 and recorded in Official Records Book 4476, Page 286 (the "First Amendment"), the parties hereto attempted to put the new metes and bounds description of the Air Rights Easement of record, but in error attached a reworded version of the original description; and

WHEREAS, the parties hereto are entering into this Amendment to attach the correct metes and bounds description of the Air Rights Easement.

NOW THEREFORE, for good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Air Rights Easement, as set forth in the Deed on the terms and subject to the conditions set forth herein.

1. DESCRIPTION OF AIR RIGHTS EASEMENT: The metes and bounds description of the Air Rights Easement as set forth on Schedule D to the Deed, as amended by Exhibit B to the First Amendment, is hereby deleted in its entirety and replaced with the revised metes and bounds description as set forth on Exhibit B hereto.

2. CONSTRUCTION PURSUANT TO PURCHASE AGREEMENT: As further required pursuant to Section II (a) of the Deed, the parties hereby agree that the Hotel has been constructed in accordance with the Purchase Agreement (as defined in the Deed).

3. CONTINUANCE OF OTHER PROVISIONS: All other provisions of the Deed remain in full force and effect.

[Remainder of this Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, Atrium and County have caused this Amendment to be duly executed in their names, effective as of April __, 2025.

ATRIUM FINANCE IV, L.P.
a Delaware limited partnership

BY: TUCSON HOTELS SUB GP LLC
a Delaware limited liability company
ITS: General Partner

BY: _____
NAME: _____
TITLE: _____

WITNESSES:

BY: _____
NAME: _____
ADDRESS: _____

BY: _____
NAME: _____
ADDRESS: _____

ST. JOHNS COUNTY, FLORIDA

IN WITNESS WHEREOF the St. Johns County, as the party of the second part, has caused this Amendment to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

BY: ST. JOHNS COUNTY BOARD OF COMMISSIONERS

BY: _____
NAME: Krista Joseph
TITLE: Chair

WITNESSES

BY: _____
NAME: _____
ADDRESS: _____

BY: _____
NAME: _____
ADDRESS: _____

Attest: _____
Title: Deputy Clerk
St. Johns County, Florida

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Won Huang, the President of Tucson Hotels Sub GP LLC, the General Partner of Atrium Finance IV,
Limited Partnership, duly authorized to do business in the State of Florida, on behalf of said Partnership.

Such persons did not take an oath and: (notary must check applicable box)

X is/are personally known to me.

_____ produced a current Florida driver's license as identification.

_____ produced _____ as identification

Signature of Notary

(Notary Seal Must Be Affixed)

Name of Notary

Commission Number

My Commission Expires

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Krista Joseph the Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf
of the County. Such person did not take an oath and: (notary must check applicable box)

_____ is/are personally known to me.

_____ produced a current Florida driver's license as identification.

_____ produced _____ as identification

Signature of Notary

(Notary Seal Must Be Affixed)

Name of Notary

Commission Number

My Commission Expires

EXHIBIT A

Excerpt from Section II (a) of Deed

O.R. 1185 PG 1162

ramps on, under and above the Reserved Portion of the Land as may be contemplated by the plans for the Hotel Facility pursuant to the Purchase Agreement. Grantor, and Grantee by acceptance of this instrument, agree that upon completion of the Hotel Facility in the manner provided in the Purchase Agreement, an amendment to the Air Rights Easement shall be entered into by the parties specifically (i) delineating, pursuant to as-built surveys, the specific locations of the easements reserved herein, the cost of such surveys being paid for by the Grantor and (ii) stating that the Hotel has been constructed according to the Purchase Agreement. Each of the parties to this instrument agrees not to unreasonably withhold or delay its consent or agreement to any amendments to the Air Rights Easement from time to time requested by the other party, or its mortgagees provided, however, that neither party shall be obligated to enter into any amendment which would have a material adverse affect upon the rights, interest and privileges under this Air Rights Easement or upon the rights, interests and privileges granted under the Purchase Agreement or this Statutory Warranty Deed;

(b) The reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees of the sole right to design, construct, furnish and equip the convention center (the "Convention Center") to be constructed on the Property in the manner and for the purpose contemplated by the terms of the Purchase Agreement. On each Installment Date, as defined in the Purchase Agreement, upon receipt of the Installment Payment, as defined in the Purchase Agreement, required in the Purchase Agreement, Grantor shall release such portion of this reservation relating to all Convention Center improvements constructed on the Property pursuant to this reservation which are attributable to that particular Installment Payment by recording an effective release in the public records of St. Johns County, Florida. Upon the completion of such Convention Center or the earlier termination of the Purchase Agreement, Grantor shall release this reservation to Grantee by recording an effective release in the public records of St. Johns County and shall deliver to the Grantee an endorsement to the Grantee's title insurance policy deleting the foregoing reservation from Schedule B-1 of said title insurance policy;

(c) The reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees of the right to design, construct, furnish and equip an up to 100 room expansion to the Hotel Facility (the "Hotel Expansion") in accordance with all applicable governmental building codes and land use regulations within the Air Rights Easement (the "Expansion Site"). Prior to commencement of construction of the Hotel Expansion, Grantor shall provide to Grantee, at Grantor's sole cost, a survey showing the proposed location of the Expansion Site, which must be satisfactory to Grantee in every respect. The Hotel Expansion shall be deemed part of the Hotel Facility, included within and benefitted by the easements contained in the Air Rights Easement and subject to property taxes and governmental assessments in the manner prescribed by law. The reservation contained in this paragraph also includes, without limitation, the reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees of all rights of support necessary for construction of the Hotel

EXHIBIT B

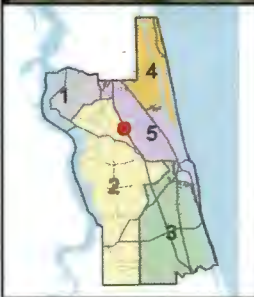
As Built Air Rights Easement Metes and Bounds Description

Part of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 10; thence South 89 degrees 32 minutes 10 seconds West along the South line of said Section 10 to its intersection with the Westerly right of way line of the ramp leading from Interstate 95 to International Golf Parkway, a distance of 300.10 feet; thence North 05 degrees 35 minutes 47 seconds East along said Westerly right of way line, a distance of 322.93 feet to the point of curve of a curve, said curve being concave Southwesterly having a radius of 1051.92 feet; thence Northwesterly along the arc of said curve and along the Westerly right of way line of said ramp, an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09 degrees 28 minutes 36 seconds West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24 degrees 32 minutes 59 seconds West continuing along the Southwesterly right of way line of said ramp, a distance of 355.50 feet; thence South 65 degrees 25 minutes 57 seconds West leaving said Southwesterly right of way line, a distance of 865.86 feet to the Point of Beginning; said point being on a curve, said curve being concave Easterly having a radius of 64.94 feet; thence Southerly along the arc of said curve, an arc distance of 80.57 feet, said arc being subtended by a chord bearing of South 07 degrees 38 minutes 07 seconds West and a chord distance of 75.50 feet; thence South 74 degrees 14 minutes 28 seconds West, a distance of 120.79 feet; thence South 15 degrees 45 minutes 32 seconds East, a distance of 33.77 feet; thence South 74 degrees 14 minutes 28 seconds West, a distance of 140.45 feet; thence North 50 degrees 57 minutes 13 seconds West, a distance of 93.80 feet; thence North 07 degrees 43 minutes 06 seconds East, a distance of 289.50 feet; thence Easterly along the arc of a curve being concave Northerly having a radius of 481.00 feet an arc distance of 152.51, said arc being subtended by a chord bearing of North 88 degrees 38 minutes 06 seconds East and a chord distance of 151.87 feet; thence North 10 degrees 26 minutes 53 seconds West, a distance of 83.50 feet; thence Easterly along the arc of a curve being concave Northerly having a radius of 397.50 feet an arc distance of 75.23, said arc being subtended by a chord bearing of North 74 degrees 07 minutes 47 seconds East and a chord distance of 75.12 feet; thence South 15 degrees 45 minutes 32 seconds East, a distance of 284.66 feet to the Point of Beginning.



Subject Property



2024 Aerial Imagery
Date: 5/12/2025

**World Golf Village Hotel
Amended and Restated
First Amendment
To Air Rights Easement**



Land Management
Systems
Real Estate Division
(904) 209-0790

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.