

## FAIR SHARE ASSESSMENT APPLICATION AND CONTRACT

This FAIR SHARE ASSESSMENT APPLICATION AND CONTRACT is filed with the City and proposed to be entered into on June 12, 2003, between the City of Jacksonville, a municipal corporation in Duval County, Florida ("City") and SWQ Holdings, Inc., Southeast Properties, Inc. and Southwest (~~Developer~~) Owners pursuant to the authority of Part 3, Chapter 655, Ordinance Code. Quadrant Joint Venture

### RECITALS

- A. In 1996, the City Council adopted Ordinance 96-316-206, amending the objectives and policies of the 2010 Comprehensive Plan for the City of Jacksonville ("Comprehensive Plan") to incorporate Objectives 1.6 and 1.7 and associated policies into the Capital Improvements Element, to create a legal framework for establishing procedures to assess a landowner's "fair share" of the cost of providing transportation facilities necessary to serve a proposed development.
- B. The Florida Department of Community Affairs reviewed that amendment to the Comprehensive Plan and, in accordance with Section 163.3184(9), Florida Statutes, determined the amendment was in compliance with Chapter 163, Florida Statutes.
- C. In February, 1997, the Mayor's Growth Management Task Force recommended that the City utilize the provisions of Section 163.3180(11), Florida Statutes, by implementing the "fair share" procedures authorized in that law to minimize certain unintentional effects of concurrency.
- D. Subsequent to the enactment of Ordinance 96-316-206, the City Council created Part 3, Chapter 655, Ordinance Code, by the enactment of Ordinance 98-576-E, wherein the City Council determined it was necessary and desirable for the City to reduce the potential for liability which may exist as a result of takings claims due to insufficient transportation capacity by allowing a landowner or developer to proceed with a proposed development, notwithstanding a failure of transportation concurrency, when adequate provisions are made by the City to improve deficiencies in the transportation system, as authorized pursuant to Section 163.3180(11), Florida Statutes.
- E. Developer has proposed to commence a development which is more specifically described in Paragraph F.1. herein and located on real property which is described in Exhibit A. The City denied the issuance of the Concurrency Certificate sought by the Developer (CCAS/CRC) No. 29753 which, if issued, would have reserved the necessary public facility capacity for the Proposed Development. The City cited insufficient traffic circulation capacity as the reason for the denial.
- F. Developer herewith files with the Planning and Development Department the following application for a Proposed Development:

## OFFICIAL

USE 29753

6/12/2003

5

5797

ONLY CONCURRENCY #

EFFECTIVE DATE

COUNCIL DISTRICT

CITY DEVELOPMENT #

## 1. PROPOSED DEVELOPMENT IDENTIFICATION:

A. DEVELOPMENT NAME: SWQ, JTB and SSBB. PROJECT NAME & TYPE: Mixed Use DevelopmentC. ADDRESS: 0000 J. Turner Butler BoulevardD. ADDRESS DESCRIPTION: Southwestern corner of JTB and Southside Blvd.E. DEVELOPMENT DESCRIPTION: 417,000 total enclosed square feet non-residential  
Apartment 557 d.u. (ITE 220) 194.6 112,000 (ITE 710); 305,000 (ITE 820)RES~~W/11/12/03~~

# ACRES

ENCLOSED SQ. FT.

F. EXISTING BUSINESS: YES X NOG. REZONING INVOLVED: X YES NOORDINANCE NO. 2000-367-E + DATE OF REZONING: 2000  
2000-371-E

## 2. "FAIR SHARE" ASSESSMENT CONTRACT DYNAMICS:

A. PLANNING DISTRICT TRANSPORTATION IMPROVEMENTS SPECIAL REVENUE  
FUND ACCOUNT "FAIR SHARE" TRUST FUND SECTOR AREA(S):3.1B. "FAIR SHARE" ASSESSMENT CONTRACT AMOUNT: \$ \$2,635,986C. IS THIS DEVELOPMENT PROPOSAL MULTIPLE PHASED? X

YES NO

(IF YES, PLEASE ATTACH AS EXHIBIT C THE PERFORMANCE SCHEDULE)

D. "FAIR SHARE" ASSESSMENT CONTRACT PAYMENT DUE AT:

X

PLAT

BUILDING PERMIT

OTHER

IF TIME-BASED, PAYMENTS DUE AT:

1 YR.

2 YRS.

3 YRS.

4 YRS.

5 YRS.

X  
MORE THAN 5 YRS.

COMMENTS: Ten years sought pursuant to Exhibit D. The payment of fair  
share assessment amount referenced in paragraph 6 on page 7 below shall be  
modified pursuant to Schedule 1 to Exhibit B, Exhibit D and Exhibit D-1.

3. AGENT, DEVELOPER AND/OR OWNER DATA:

A. AGENT NAME: Steven Diebenow

ADDRESS: Rogers, Towers, Bailey, Jones & Gay  
1301 Riverplace Boulevard, Suite 1500

Jacksonville FL 32207  
City State Zip

(904) 346-5550 (904) 396-0663 SDiebenow@rtlaw.com  
Phone Fax No. E-Mail

B. DEVELOPER NAME: Southeast Properties, Inc., Southwest Quadrant  
Holding, Inc.

ADDRESS: Boca Raton FL 33432  
City State Zip

561-447-8776 561-447-7940 JBeck@becktrustee.com  
Phone Fax No. E-Mail

C. OWNER NAME: Southwest Quadrant Joint Venture

ADDRESS: Jacksonville FL 32257  
City State Zip

904-260-2500 904-268-2416 sigadev@aol.com  
Phone Fax No. E-Mail

- (4) the Department has calculated the fair share of the cost of providing transportation facilities necessary to serve the Proposed Development according to the formula established in Section 655.304(a), Ordinance Code, as shown on Exhibit B, and the assessment has a reasonable relationship to the transportation impact generated by the proposed development; and
- (5) Developer has executed this contract and has agreed to pay the City the amount assessed in accordance with its terms and provisions and prior to the issuance of any final development order or final development permit.

By the adoption of that resolution, the City Council authorized the Proposed Development to proceed, notwithstanding the failure of the development to meet the required traffic circulation capacity requirements of Part 2, Section 655, Ordinance Code.

I. The City desires to enter into this contract in order to obtain a binding commitment from Developer for the payment of the fair share assessment amount specified in Exhibit B, as adjusted in accordance with Schedule 1 attached to Exhibit B.

J. Developer desires to enter into this contract in order to be able to proceed with the Proposed Development upon payment to the City of the fair share assessment amount specified in Exhibit B in accordance with the provisions of Part 3, Chapter 655, Ordinance Code, (Fair Share Assessment Procedures), Section XI of the Concurrency Management System Handbook (Fair Share Contributions for Roadway Improvements) and this contract.

NOW THEREFORE, based upon the facts recited above and in consideration of the agreement herein made and the performance thereof, the City and Developer agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing recitals are true and correct and, by reference, are incorporated into this contract. All of the applicable exhibits listed in and checked off in Paragraph F. 4. are attached to this contract and, by reference, also are incorporated into this contract.

2. **Definitions.** The terms used in this contract which are defined in Chapter 655, Ordinance Code, shall have the same meaning as provided therein. The terms used in this contract which are not defined in Chapter 655, Ordinance Code, are defined as follows:

- a. "Concurrency Certificate" means a Conditional Capacity Availability Statement ("CCAS") or Concurrency Reservation Certificate ("CRC"), as defined in Section 655.105, Ordinance Code.
- b. "Designated Transferee" means an owner of all or a part of the Property to whom Reserved Capacity has been transferred in accordance with the Administrative Provisions of Paragraph 9 hereof.
- c. "Effective Date" means the date upon which this contract is executed by the Director.

- d. "Fair Share Assessment Contract" is a binding contract entered into between the City and a developer wherein a developer is authorized to proceed with a proposed development, notwithstanding a failure of transportation concurrency, when transportation projects have been included within the City's five year Capital Improvement Program ("CIP") which, when completed, will provide transportation facilities adequate to serve the proposed development, and wherein the City has assessed the "fair share" of the cost of providing transportation facilities necessary to serve the proposed development and a binding commitment has been made to pay that assessment to the City during the term of the contract and prior to the issuance of any final development permit or final development order.
- e. Fair Share Sector is an area shown on the Fair Share Sector Areas Transportation Improvements Map. This map and a description of the boundaries of each sector are included in Section XI of the Concurrency Management System Handbook (Fair Share Contributions for Roadway Improvements).
- f. "Property" means that certain parcel of real property more particularly described in Exhibit A.
- g. "Proposed Development" or "Site" means the development as described in the application contained at Paragraph F.
- h. "Reserved Capacity" means the reserve priority capacity described in Paragraph 8.

3. **Developer's Representations and Warranties.** Developer represents and warrants to the City as follows:

- a. Developer has full power and authority to enter into and perform this contract in accordance with its terms without obtaining the consent or approval of any third parties whatsoever, other than the owner of the Property, if applicable, who has joined in and consented to this contract.
- b. This contract is a valid, binding and enforceable commitment between the City and Developer.

4. **City's Representations and Warranties.** The City represents and warrants to Developer as follows:

- a. The City has full power and authority to enter into and perform this contract in accordance with its terms.
- b. This contract is a valid, binding and enforceable contract of the City, having been previously approved by a resolution adopted by the City Council,

subsequent to notice and public hearing as required under Section 655.305, Ordinance Code.

- c. This contract has been executed and delivered by the City after all necessary steps required by law were taken to enable the City to enter into this contract.

5. **Term.** The term of this contract shall be for a period of ten (10) year(s) from the Effective Date of this contract and shall expire on June 11, 2013. Full payment will be made upon approval in accordance with the Performance Schedule attached as Exhibit D.

6. **Payment of Fair Share Assessment Amount.**

- a. Developer shall pay to the City the fair share assessment amount specified in Exhibit B, as adjusted in accordance with Schedule 1 to Exhibit B, prior to the recording of a subdivision plat or prior to the issuance of any other final development permits or final development orders by the City.
- b. The annual inflation adjustments listed in Schedule 1 to Exhibit B are based upon the publication "Transportation Costs", most recently published in August, 2001, by the Florida Department of Transportation, Office of Policy Planning, and updated periodically. The Director will revise the annual inflation adjustments based upon the update of this publication and the CMSO shall provide written notice to Developer and all Designated Transferees thirty (30) days prior to any revision becoming effective.
- c. If the Proposed Development is phased, Developer may elect to incorporate into Schedule 1 to Exhibit B a payment timetable for each phase which provides for the payment of a portion of the total fair share assessment amount based upon the number of P.M. peak hour trips generated, as described in Exhibit B.
- d. Notwithstanding the provision of Paragraphs 6 (a), (b) and (c) hereinabove, the fair share assessment amount specified in Exhibit B shall be payable only subject to credit received for the construction of roadway improvements by the JTA pursuant to a Settlement Agreement between the Developers and JTA, as more specifically described in Exhibits D-1 and E which are attached hereto and incorporated herein by this reference.

7. **Permitted Uses and Consistency with Comprehensive Plan.**

The Comprehensive Plan currently designates the Property within the CGC, RPI, and CSV future land use category and the Property is zoned CO, CRO, CCG-1 and CSV. The proposed uses, including the number of units and/or building square footage, are set forth in the application portion of this contract contained in Paragraph F. The permitted uses of the Property are consistent with the FLUMs adopted as a part of the Comprehensive Plan.

8. **Issuance of Reserved Capacity.** By its approval and execution of this contract, the City hereby agrees to issue to Developer the Reserved Capacity shown in the Reserved Traffic Circulation Capacity Table on file in the CMSO. The Reserved Capacity shall incorporate and provide the traffic circulation capacity sought in the application for the Concurrency Certificate for the Proposed Development. Until fully used, the Reserved Capacity shall be valid for use in

conjunction with an application for one or more Concurrency Certificates filed with respect to the Proposed Development within the term of this contract. The Reserved Capacity shall expire upon the expiration of this contract. Notwithstanding the expiration of this contract, the Reserved Capacity shall continue thereafter for any portion of the Property for which, prior to the expiration of this contract, a Concurrency Certificate has been issued by the CMSO, and shall remain valid and unexpired only in accordance with the provisions of Section 655.111, Ordinance Code. The Reserved Capacity may be extended by the CMSO only as provided in Section 655.111(c)(3), Ordinance Code.

9. **Administrative Provisions.** The Reserved Capacity shall be used and usable as follows:

- a. **Use of Reserved Capacity.** Developer or a Designated Transferee shall use the Reserved Capacity specified in the Reserved Traffic Circulation Capacity Table on file in the CMSO in connection with any and all applications for Concurrency Certificates in connection with the Property unless and until the Reserved Capacity has been used in its entirety or this contract has expired. Prior to utilizing any part of the Reserved Capacity, Developer or a Designated Transferee shall apply for a Concurrency Certificate and shall specify in its application the Reserved Capacity to be used in the issuance of any related final development order.
- b. **Transfer of Reserved Capacity.** Developer may, from time to time, transfer ownership of Reserved Capacity by designating in writing a successor owner/lessee of a part of the Property as the owner of a specified part of the Reserved Capacity which has not yet been used. A Designated Transferee may in turn also transfer ownership of capacity in the same manner. Reserved Capacity may only be transferred to the owner/lessee of a part of the Property for use in conjunction with the development of the Property. Each transfer shall be accomplished by the execution and delivery to the CMSO of a notice in the manner contemplated under Section 655.111(c)11, Ordinance Code. Only Developer, or a duly Designated Transferee, is entitled to utilize the Reserved Capacity. Upon request being made by Developer or a Designated Transferee, the CMSO shall confirm in writing the effectiveness of any transfer so made for the benefit and protection of the Designated Transferee.
- c. **Security Interest.** Developer or Designated Transferee may grant a security interest in the Reserved Capacity, provided such security interest is given in connection with a mortgage which encumbers all or a part of the Property, contained in a document recorded in the public records, and registered in writing with the CMSO. A transfer of Reserved Capacity so encumbered shall occur if a sale of the collateral takes place by enforcement of the security interest.

d. **Transfer Requires Compliance with Specified Procedure.**

The conveyance, sale, lease, mortgage or other transfer by Developer of a part of the Property shall not be deemed, per se, to transfer any of the Reserved Capacity. Such transfer shall only occur when Developer or a duly Designated Transferee specifically transfers ownership of Reserved Capacity in the manner specified above in subparagraphs (b) or (c) of these Administrative Provisions.

e. **Return of Unused Reserve Capacity.** The balance of the Reserved Capacity which has not been used in conjunction with one or more applications for a Concurrency Certificate as of the expiration date of this contract shall automatically become "available capacity" as defined in Section 655.105(a)(4), Ordinance Code.

10. **Default by Developer.** If Developer fails to carry out any of its commitments herein contained, after due notice and reasonable opportunity to cure, the City shall be entitled to all remedies available at law or in equity, including, but not limited to, the remedy of a prohibitive injunction. The failure by Developer to pay the fair share assessment amount in accordance with Schedule 1 to Exhibit B shall result in an automatic termination of this contract ten (10) days after written notification of such default and Developer's failure to cure. Upon a termination of the contract in the event of a failure to pay a portion of the fair share assessment corresponding to a specified phase of the Proposed Development, the Reserved Capacity for that phase and any future phases shall also terminate and any Concurrency Certificates issued for such phase shall be revoked and no further final development order or final development permits shall be issued.

11. **Miscellaneous.**

a. **Recording.** A short form of this contract shall be recorded in the public records of Duval County, Florida, and a recorded copy shall be transmitted to the Developer within 30 days after recording.

b. **Effective Date.** This contract shall become effective only upon execution by the Director. Developer acknowledges that the filing of this contract with the Department does not in any way guarantee approval by the City.

c. **Amendment.** This contract may only be amended by a subsequent written contract entered into and executed by the parties and approved by the City in accordance with the requirements of Chapter 655, Ordinance Code.

d. **Notices.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this contract may be served (as an alternative to personal service) by registered or certified mail.



To City: Jeannie L. Fewell  
Director of Planning and Development  
128 East Forsyth Street, Suite 700  
Jacksonville, Florida 32202

and

CMSO  
City Hall Annex, Room 100  
220 East Bay Street  
Jacksonville, Florida 32202

To Developer: Southeast Properties, Inc. & SWQ Holdings, Inc.  
c/o Jeff Beck  
225 NE Mizner Boulevard, Suite 780  
Boca Raton, Florida 33432

Southwest Quadrant Joint Venture  
c/o Jim Efstathion  
3121 Venture Place, Suite 1  
Jacksonville, Florida 32257

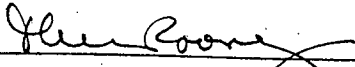
With copy to agent: Steve Diebenow  
Rogers, Towers, Bailey, Jones & Gay  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

e. **Successors and Assigns.** This contract shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

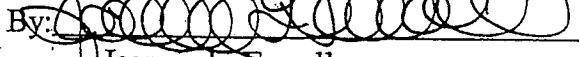
f. **Severability.** If any part of this contract is determined found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract shall continue to be enforceable.

**IN WITNESS WHEREOF**, the parties have executed this contract as of the dates written below their respective names.

Approved:

  
Assistant General Counsel

**CITY OF JACKSONVILLE**

By:   
Jeannie L. Fewell  
Director of Planning & Development

Date:

6/12/2003

REVISED

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2003 by Jeannie L. Fewell, Director of Planning and Development, on behalf of the City of Jacksonville, pursuant to the authority granted pursuant to Section 656.304(d) (2), Ordinance Code. She did not take an oath and: *(notary must check applicable box)*

- ☒ is personally known to me; or  
☐ produced a current \_\_\_\_\_ driver's license as identification; or  
☐ produced \_\_\_\_\_ as identification

Madeline Munson (x)

[Print or type name]  
NOTARY PUBLIC  
My Commission Expires:



DEVELOPER

SOUTHWEST QUADRANT JOINT VENTURE

By: (SEE ATTACHED)

Print: \_\_\_\_\_

Date: \_\_\_\_\_

SWQ HOLDINGS, INC.

By: Jeff Beck, Pres.

Print: Jeffrey H. Beck, Pres.

Date: July 12, 2002

SOUTHEAST PROPERTIES, INC.

By: Jeff Beck, Pres.

Print: Jeffrey H. Beck, Pres.

Date: July 12, 2002

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Paula Davis  
Witness

John  
Witness

Paula Davis  
Witness

John  
Witness

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th day of July, 2002 by Jeffrey H. Beck as President of SWD HOLDINGS, INC. a Florida corporation, on behalf of the corporation. Such person did not take an oath and: (notary must check applicable box)

- ☒ is personally known to me; or  
☐ produced a current \_\_\_\_\_ driver's license as identification; or  
☐ produced \_\_\_\_\_ as identification \_\_\_\_\_ (x)

[Print or type name]

NOTARY PUBLIC

My Commission Expires:

OFFICIAL NOTARY SEAL  
IRIS MENDOZA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC826572  
MY COMMISSION EXP. APR. 13, 2003

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ Such person did not take an oath and: (notary must check applicable box)

- ☐ is personally known to me; or  
☐ produced a current \_\_\_\_\_ driver's license as identification; or  
☐ produced \_\_\_\_\_ as identification \_\_\_\_\_ (x)

[Print or type name]

NOTARY PUBLIC

My Commission Expires:

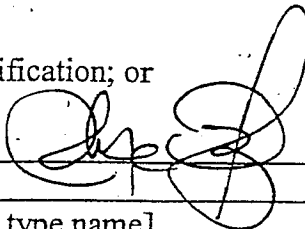
STATE OF FLORIDA

COUNTY OF

Palm Beach

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2002 by Jeffrey H. Beck as President of Southern Properties Inc. a Florida corporation, on behalf of the corporation. Such person did not take an oath and:  
(notary must check applicable box)

- ☒ is personally known to me; or  
☐ produced a current \_\_\_\_\_ driver's license as identification; or  
☐ produced \_\_\_\_\_ as identification

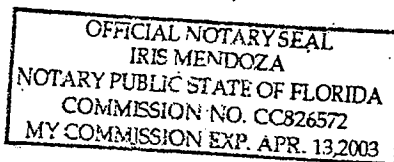


(x)

[Print or type name]

NOTARY PUBLIC

My Commission Expires:



DEVELOPER, continued

**SOUTHWEST QUADRANT JOINT VENTURE**

By: James H. Efstathiou  
as Joint Venture Representative  
Print: JAMES H. Efstathiou

Date: July 15, 2002

**SOUTHWEST QUADRANT HOLDINGS, INC.**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTHEAST PROPERTIES, INC.**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Lora D. Stone  
Witness

Carol Comer  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

# EXHIBIT A

## LEGAL DESCRIPTION AND SURVEY

A portion of Sections 13 and 14, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the intersection of the Southerly line of said Section 13 and the centerline of Southside Boulevard (Alternate Highway U.S. No. 1, S.R. No. 115); run thence North  $00^{\circ} 02' 10''$  West, along said centerline of Southside Boulevard, a distance of 3223.20 feet to D.O.T. Station No. 260+00 as designated on State of Florida Department of Transportation Plans, State Project No. 72292-3501; run thence South  $89^{\circ} 57' 50''$  West, perpendicular to said centerline, a distance of 100.0 feet to a point in the Westerly right-of-way line of said Southside Boulevard, as now established for a width of 200 feet at this point, said point being the most Southerly corner of the Jacksonville Transportation Authority Limited-Access Right-of-Way for the J. Turner Butler Boulevard-Southside Boulevard Interchange as described and recorded in O. R. Volume 3168, Page 839 of the Current Public Records of said County, and also being the Point of Beginning for this description.

From the Point of Beginning thus described, run thence along and with the Southwesterly line of said Limited-Access Right-of-Way as follows: North  $04^{\circ} 58' 13''$  West, a distance of 590.40 feet to the point of curvature of a curve to the left, said curve being concave to the Southwest and having a radius of 596.0 feet; run thence 497.58 feet Northwesterly, around the arc of said curve and through a central angle of  $47^{\circ} 50' 03''$ , said arc being subtended by a chord which bears North  $28^{\circ} 53' 14''$  West, 483.25 feet; run thence on a non-tangent departure of North  $48^{\circ} 32' 43''$  West from said curve for a distance of 1187.45 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the Southwest and having a radius of 596.0 feet; run thence 387.43 feet Northwesterly, around the arc of said curve and through a central angle of  $37^{\circ} 14' 42''$ , said arc being subtended by a chord which bears North  $64^{\circ} 42' 54''$  West, 380.64 feet; run thence on a non-tangent departure of North  $82^{\circ} 17' 58''$  West from said curve for a distance of 541.55 feet to a point in the Southerly right-of-way line of J. Turner Butler Boulevard as now established for a width of 200 feet at this point; run thence North  $89^{\circ} 45' 45''$  West, along said Southerly right-of-way line of J. Turner Butler Boulevard, and along the Southerly line of the aforementioned Limited-Access Right-of-Way for the J. Turner Butler Boulevard-Southside Boulevard Interchange, for a distance of 250.0 feet to the Westerly line of said Limited-Access Right-of-Way as described in O. R. Volume 3168, Page 839; thence continue North  $89^{\circ} 45' 45''$  West, along said Southerly right-of-way line of J. Turner Butler Boulevard, for a distance of 516.19 feet to a point

in the line common to the aforementioned Section 14 and the Francis Richard Grant Section 56; run thence South  $60^{\circ} 12' 30''$  West, along said common line, a distance of 343.18 feet to a coquina monument found at an angle point in said line; run thence South  $07^{\circ} 15' 00''$  West, along said common line and passing through an old concrete monument found 497.0 feet from aforementioned angle point, for a total distance of 2434.43 feet to its intersection with the Northwestern prolongation of the Northerly line of lands described and recorded in O. R. Volume 5987, Page 657, Current Public Records; run thence South  $82^{\circ} 45' 00''$  East, along said Northwestern prolongation and along the Northerly line of said lands described in O. R. Volume 5987, Page 657, and O. R. Volume 6078, Page 1628, Current Public Records, for a distance of 1316.34 feet to the Northeast corner of said lands described in O. R. Volume 5987, Page 657, said Northeast corner also being the most Northerly corner of lands described and recorded in O. R. Volume 5785, Page 2253, Current Public Records; run thence South  $47^{\circ} 00' 31''$  East, along the Northeastly line of said lands described in O. R. Volume 5785, Page 2253, a distance of 1462.91 feet to the Northwest corner of lands described and recorded in O. R. Volume 5935, Page 2148, Current Public Records; run thence North  $89^{\circ} 57' 50''$  East, along the Northerly line of said lands described in O. R. Volume 5935, Page 2148, a distance of 1001.86 feet to a point in the Westerly line of aforementioned Southside Boulevard, as now established for a width of 300 feet at this point; run thence North  $00^{\circ} 02' 10''$  West, along said Westerly right-of-way line, a distance of 227.72 feet; thence along said Westerly right-of-way line of Southside Boulevard, run South  $89^{\circ} 57' 50''$  West, a distance of 32.0 feet to the point of curvature of a curve to the right, said curve being concave to the Northeast and having a radius of 265.0 feet; run thence 520.33 feet Northwesternly and Northeastly, around the arc of said curve and through a central angle of  $112^{\circ} 30' 00''$ , to the point of tangency of said curve, said arc being subtended by a chord which bears North  $33^{\circ} 47' 10''$  West, 440.68 feet; continuing along said Westerly right-of-way line of Southside Boulevard, run thence on a tangent bearing of North  $22^{\circ} 27' 50''$  East a distance of 128.36 feet; thence North  $24^{\circ} 52' 04''$  East, a distance of 472.83 feet to the point of curvature of a curve to the left, said curve being concave to the Northwest and having a radius of 200.0 feet; run thence 86.93 feet Northeastly, around the arc of said curve and through a central angle of  $24^{\circ} 54' 14''$ , to the point of tangency thereof, said arc being subtended by a chord which bears North  $12^{\circ} 24' 57''$  East, 86.25 feet; thence along the Westerly right-of-way line of said Southside Boulevard, as now established 160 feet Westerly of the aforementioned centerline thereof, run thence on a tangent bearing of North  $00^{\circ} 02' 10''$  West, a distance of 200.79 feet to a point of change in the width of right-of-way of Southside Boulevard, said point of change being the Southeast corner of lands described and recorded in O. R. Volume 5844, Page 890, Current Public Records; departing from the Westerly right-of-way line of said Southside Boulevard, run thence South  $89^{\circ} 57' 50''$  West, along the Southerly line of said lands



described in O. R. Volume 5844, Page 890, a distance of 730.0 feet to the Southwest corner thereof; run thence North  $00^{\circ} 02' 10''$  West, along the Westerly line of said lands described in O. R. Volume 5844, Page 890, a distance of 873.0 feet to the Northwest corner thereof; run thence North  $64^{\circ} 40' 33''$  East, along the Northerly line of said lands, a distance of 110.32 feet to the Southwest corner of lands described and recorded in O. R. Volume 6013, Page 2071, Current Public Records; run thence North  $25^{\circ} 19' 27''$  West, along the Westerly line of said lands, a distance of 40.0 feet to the Northwest corner thereof; run thence North  $64^{\circ} 40' 33''$  East, along the Northerly line of said lands, a distance of 40.0 feet to the Northeast corner of said lands described in O. R. Volume 6013, Page 2071; run thence South  $25^{\circ} 19' 27''$  East, along the Easterly line of said lands, a distance of 10.0 feet to the Northwest corner of lands described and recorded in O. R. Volume 6013, page 2067, Current Public Records; run thence North  $64^{\circ} 40' 33''$  East, along the Northerly line of said lands, a distance of 477.97 feet to the most Northerly corner of said lands described in O. R. Volume 6013, Page 2067, said Northerly corner lying in a curve concave to the Southwest and having a radius of 536.0 feet; thence along the Easterly line of said lands described in O. R. Volume 6013, Page 2067, and aforementioned lands described in O. R. Volume 5844, Page 890, run 329.23 feet Southeasterly, around the arc of said 536.0 foot radius curve and through a central angle of  $35^{\circ} 11' 35''$ , to the point of tangency of said curve, said arc being subtended by a chord which bears South  $22^{\circ} 34' 00''$  East, 324.08 feet; continuing along the Easterly line of said lands described in O. R. Volume 5844, Page 890, run thence on a tangent bearing of South  $04^{\circ} 58' 13''$  East, a distance of 587.81 feet; run thence South  $00^{\circ} 02' 10''$  East, along the Easterly line of said lands described in O. R. Volume 5844, Page 890, a distance of 283.53 feet to the aforementioned Southeast corner of said lands and point of change in the width of right-of-way of aforementioned Southside Boulevard, said Southeast corner lying 160 feet Westerly of the centerline thereof; thence along the Easterly prolongation of the Southerly line of said lands described in O. R. Volume 5844, Page 890 and along the right-of-way line of said Southside Boulevard, as now established, run North  $89^{\circ} 57' 50''$  East, perpendicular to the centerline of said Southside Boulevard, a distance of 60.0 feet to a point in the Westerly right-of-way line thereof as now established for a width of 200 feet at this point; run thence North  $00^{\circ} 02' 10''$  West, along said Westerly right-of-way line, a distance of 286.12 feet to the Point of Beginning.

Lands thus described (including Parcel 1) contain 194.572 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations of record.

SWQ JTB AND SSB (CCAS 29753)					
Value			Segment Length (Miles)	Total	
Link No. 136 - Southside Blvd (J. Turner Butler Blvd to Beach Blvd)					
B	314				
C	4-ln to 6-ln	1,690			
D	\$2,547,600		2.00	\$5,095,200	
A (Uninflated Fair Share Assessment)				\$946,682	
Link No. 433 - Belfort Rd (Southpoint Pkwy to Touchton Rd)					
B	51				
C	2-ln to 4-ln	1,640			
D	\$2,624,300		1.35	\$3,542,805	
A (Uninflated Fair Share Assessment)				\$110,173	
Link No. 536 - Baymeadows Rd (I-95 to Southside Blvd)					
B	159				
C	4-ln to 6-ln	1,620			
D	\$2,547,600		1.04	\$2,649,504	
A (Uninflated Fair Share Assessment)				\$260,044	
Total Uninflated Fair Share Assessment					\$1,896,527
Associated Costs					1.300
Inflation Cost (2001)					1.033
Inflation Cost (2002)					1.035
A (Total Fair Share Assessment)				\$2,635,986	

Cost Source: 2000 Transportation Costs, Florida Department of Transportation, Office of Planning Policy, August 2001.

**SCHEDULE 1 TO EXHIBIT B**  
**ANNUAL INFLATION ADJUSTMENTS**  
**TO FAIR SHARE ASSESSMENT AMOUNT**

Subject to the term of the fair share assessment contract, the fair share assessment shall be adjusted as follows:

- a. if such payment is made between January 1, 2003 and December 31, 2003, the fair share assessment amount shall be increased by 3.3%; and
- b. if such payment is made between January 1, 2004 and December 31, 2004, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 6.71%; and
- c. if such payment is made between January 1, 2005 and December 31, 2005, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 10.23%; and
- d. if such payment is made between January 1, 2006 and December 31, 2006, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 13.87%; and
- e. if such payment is made between January 1, 2007 and December 31, 2007, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 17.63%; and
- f. if such payment is made between January 1, 2008 and December 31, 2008, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 21.51%; and

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- g. if such payment is made between January 1, 2009 and December 31, 2009, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 25.52%; and
- h. if such payment is made between January 1, 2010 and December 31, 2010, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 29.66%; and
- i. if such payment is made between January 1, 2011 and December 31, 2011, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 33.94%; and
- j. if such payment is made between January 1, 2012 and December 31, 2012, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 38.36%;
- k. if such payment is made between January 1, 2013 and prior to the expiration of this contract, the fair share assessment amount shall be increased by an additional 3.3% or a cumulative 42.92%; and

These escalation amount factors shall be applied to the base calculation when the fair share assessment amount is paid in a calendar year other than the calendar year in which the fair share assessment contract is approved.

# Revised Exhibit C

Project Name: SWQ JTB & SSB  
 Concurrency No: 29753  
 Date: March 18, 2003

Deficient Link: #22 I-95 (JTB to University Blvd)  
 Deficient Link: #87 JTB (I-95 to Belfort Rd)  
 Deficient Link: #100 Baymeadows Rd (Philips Hwy to I-95)  
 Deficient Link: #136 Southside Blvd (JTB to Beach Blvd)  
 Deficient Link: #433 Belfort Rd (Southpoint Pkwy to Touchton Rd)  
 Deficient Link: #536 Baymeadows Rd (I-95 to Southside Blvd)

## Sector 3.1: (Southeast Planning District)

Bounded on the east by the County Line, on the south by the County Line, on the west by I-95, and on the north by JTB to Hodges Boulevard then on a parallel direction to the County Line.

Roadway	Limits	Funding Agency	Amount Programmed (\$ in thousands)
Greenland Rd (Phase 2)	Widen - Coastal Lane to US 1	City	\$8,000
St. Augustine Rd	Widen - Hood Landing to US 1	City	\$10,350
		Total	\$18,350
J. Turner Butler Blvd	I-95 to SR 9A	JTA	\$19,987
Southside / Baymeadows Rd	Intersection Improvements	JTA	\$24,098
SR 9B	New Road - SR 9A to US 1	JTA	\$20,000
SR 9B	New Road - US 1 to I-95	JTA	\$15,000
		Total	\$79,085
I-95 / Jax ITS	Install ITS - I-295 S. To I-10/I-95 Interchange	FDOT	\$6,625
I-95 / J. Turner Butler Blvd	Intersection Improvements (Design, ROW)	FDOT	\$6,500
J. Turner Butler Blvd	Widen - west of Kernan Blvd to San Pablo Rd	FDOT	\$21,172
Philips Hwy	Widen - SR 9A to Sunbeam Rd (ROW)	FDOT	\$2,914
SR 9A	New Road - US 1 to I-295	FDOT	\$8,000
SR 9A	Interchange @ JTB	FDOT	\$71,558
SR 9B	New Road - St. Johns Co. to US 1 (ROW)	FDOT	\$721
		Total	\$117,490

Source: First Coast MPO Transportation Improvement Program FY 2002/03 - 2006/07, June 2002.

## EXHIBIT D

### PERFORMANCE SCHEDULE

Year One	JTA plans AC Skinner Parkway Extension.
Year Two	JTA builds AC Skinner Parkway Extension.
Year Three	Site Development, Rezoning and Permitting.
Year Four	20,000 SF (710)
Year Five	20,000 SF (710)
Year Six	20,000 SF (710); 15,000 SF (820); 50 d.u. (220)
Year Seven	20,000 SF (710); 15,000 SF (820); 50 d.u. (220)
Year Eight	20,000 SF (710); 25,000 SF (820); 75 d.u. (220)
Year Nine	12,000 SF (710); 100,000 SF (820); 150 d.u. (220)
Year Ten	150,000 SF (820); 232 d.u. (220)

Commencement of development is primarily dependant upon the construction of the Roadway Improvements by the JTA pursuant to the Settlement Agreement. No payments of the fair share assessment are due until concurrency certificates are sought for development within the Property, at which time an assessment will be paid for each certificate (using credits as may be provided in the above) which is proportionate to the p.m. peak hour vehicle trips generated by development proposed in the certificate.

## EXHIBIT D-1

Pursuant to the Settlement Agreement between the Owners and the Jacksonville Transportation Authority ("JTA") dated July 18, 2001 (hereinafter, the "Settlement Agreement"), the JTA has agreed to construct a roadway and related improvements extending from Southside Boulevard through the Property and through adjoining property to A. C. Skinner Parkway at its current eastern terminus (hereinafter, the "Roadway Improvements"). Also pursuant to the Settlement Agreement, Owner shall receive as credit against its fair share assessment the projected cost of the construction of that portion of the Roadway Improvements which extends from Southside Boulevard (including necessary intersection improvements at Southside Boulevard) to the western boundary of the Property, which projected cost is calculated in Exhibit E. (The calculation of the projected costs of such portion of the Roadway Improvements is calculated in the same manner as projected roadway costs are calculated in the formula prescribed for fair share assessments pursuant to Section 655.304 of the Ordinance Code, not including right-of-way value.) As concurrency certificates are sought by either the Owner or designated successors, the Owner's credit shall be used in amounts attributable to development proposed in the concurrency certificates sought. To the extent the projected costs of such portion of the Roadway Improvements exceed the fair share assessment, the Owner will be entitled to credits that can be applied, without further amendment to this Contract, to additional future CCAS applications resulting in fair share assessments on site for the duration of this Contract.

# **Exhibit E** **Calculation of Value of JTA Roadway Improvements from Southside Blvd to Southwest Quadrant Property Western Boundary**

Roadway	Improvement	Roadway Length (mi)	Unit Cost (\$2000)	Associated Costs Factor	2000 Inflation Cost	2001 Inflation Cost	Improvement Cost (\$2002)
Project Road from Southside Blvd to end of two lanes	Widen 2 to 4 lanes	0.45	\$2,624,300	1.300	1.033	1.035	\$1,641,383
Project Road from end of two lanes to western boundary of project property	Construct 4 lanes	0.61	\$3,806,800	1.300	1.033	1.035	\$3,227,557
Southside Blvd at Deerwood Park Blvd	Intersection Improvements	N/A	N/A	N/A	N/A	N/A	\$300,000
Total Value of Improvements							\$5,168,940

Note: Improvement unit costs from 2000 Transportation Costs by FDOT Office of Policy Planning