

**THIS INSTRUMENT PREPARED BY,  
RECORD AND RETURN TO:**

Terroll J. Anderson, Esquire  
Patterson & Anderson, P.A.  
3010 South Third Street  
Jacksonville Beach, Florida 32250  
(904) 247-1770

**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SAINT JOHNS - SIX MILE CREEK NORTH**

THIS AMENDMENT is executed this 7<sup>th</sup> day of June, 2011, by SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY ASSOCIATION, INC., a Florida non profit corporation (the "Association").

**RECITALS:**

**WHEREAS**, on December 31, 1998, SJ Land Associates, LLC, a Delaware limited liability company ("Developer") executed a certain instrument entitled "Declaration of Covenants and Restrictions", recorded in Official Records Book 1374, beginning at page 1850, of the current public records of St. Johns County, Florida (the "Declaration"). Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

**WHEREAS**, upon turnover of developer control of the association to the owners, the Association became successor-in-interest to the Developer; and

**WHEREAS**, pursuant to the provisions of Article XI, Section 11.7 of the Declaration, the Declaration may be amended in whole or in part by the agreement of two-thirds (2/3) of the Members; and

**WHEREAS**, at a special meeting of the membership on April 20, 2011, the Association obtained the approval of at least two thirds (2/3) of the Members to amend the Declaration as provided for hereinafter.

**NOW, THEREFORE**, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Article VI, Section 6.6 of the Declaration is hereby amended to add a Section 6.6A which shall state:

6.6A Effect of Lien on First Mortgage Holders for Mortgages  
Recorded After the Date of the Fourth Amendment to the  
Declaration.

The lien of any assessment or charge authorized herein with respect to residential parcels shall relate back to the date of the recordation of this Declaration. However, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

A. The parcels unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

B. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this section apply only if the first mortgagee filed suit against the parcel owner and initially joined this association as a defendant in the mortgagee foreclosure action.

This section shall be subject to the provisions of Florida Statute Chapter 720, as amended.

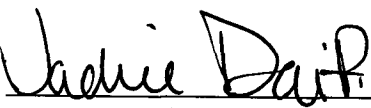
2. Except as modified in this instrument, all terms and provisions of the Declaration, as amended, remain in full force and effect.


**IN WITNESS WHEREOF**, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered  
in the presence of:

  
Printed Name Laura Qualantone

**SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY ASSOCIATION, INC.**  
a Florida non profit corporation

  
Printed Name Jackie Daif

By   
Name: Shan Morton  
Its: President

(Corporate Seal)

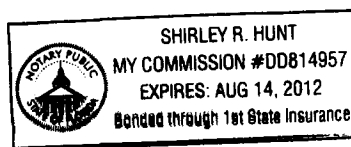


STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2011 by Shan Morton, as the President of Saint Johns - Six Mile Creek North Property Association, Inc., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

Shirley R. Hunt  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires



THIS DOCUMENT PREPARED  
BY AND RETURN TO:

CHARLES L. GIBBS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FLORIDA 32202-4907

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS – SIX MILE CREEK NORTH**

**THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTION FOR SAINT JOHNS – SIX MILE CREEK NORTH** (the “Supplementary Declaration”) is made effective the 2nd day of June, 2008, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (“Developer”), having an address of 101 E. Town Place, Suite 200, St. Augustine, Florida 32092.

**WITNESSETH:**

**WHEREAS**, the Developer has executed the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North which was recorded on December 31, 1998, in Official Records Volume 1374, pages 1850 through 1923, as amended in Official Records Volume 1411, page 1308, and as further amended in Official Records Volume 2148, at page 1120, all of the current public records of St. Johns County, Florida (together, the “Declaration”);

**WHEREAS**, the Developer is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the “Additional Common Areas”) and on Exhibit B attached hereto and made a part hereof (the “Additional Roadways”); and

**WHEREAS**, Sections 2.5, 4.3 and 10.1 of the Declaration allow the Developer to designate additional Common Areas and to designate Additional Roadways;

**NOW THEREFORE**, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.

2. The Developer hereby designates the Additional Common Areas more particularly described on Exhibit A attached hereto and made a part hereof as Common Area. The Developer hereby further designates the Additional Roadways more particularly described on Exhibit B attached hereto and made a part hereof as constituting Roadways.

3. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

VJ Cunningham  
Print Name: VJ Cunningham

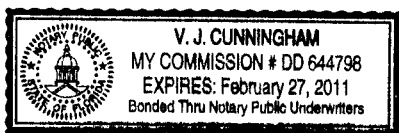
Laura Hendricks  
Print Name: Laura Hendricks

**SJ LAND ASSOCIATES, LLC,**  
a Delaware limited liability company

By: [Signature]  
James E. Davidson, Jr.  
Executive Vice President  
Development Administration

STATE OF FLORIDA       )  
  )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



VJ Cunningham  
(Print Name VJ Cunningham)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

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**EXHIBIT A****Additional Common Area**

Tract 2B (Lake), Tract 4B (Landscape), 5B (Utilities), Tract 10A (Utilities), Tract 10D (Landscape), Park (0.36 acres), Conservation Parcel No. 3A, Conservation Parcel No. 4A, Conservation Parcel No. 5, and Conservation Parcel No. 15, all as shown on the plat of Saint Johns Six Mile Creek North Unit 1, according to the plat thereof recorded in Map Book 37, Pages 21 through 44, of the public records of St. Johns County, Florida.

**Together with,**

Tract 12C (Landscape), Tract 17A (Landscape), Tract 17B (Landscape), Conservation Parcel No. 8, Conservation Parcel No. 13, all as shown on the plat of Saint Johns Six Mile Creek North Unit 2, according to the plat thereof recorded in Map Book 37, Pages 45 through 61, of the public records of St. Johns County, Florida.

**Together with,**

Tract 5 (Utilities) and Tract 6 (Ingress-Egress), all as shown on the plat of Saint Johns Six Mile Creek North, Unit 2, Tract 13, according to the plat thereof recorded in Map Book 47, Pages 82 and 83, of the public records of St. Johns County, Florida.

**Together with,**

Tract A (Drainage Pond), Tract B (Wetland), and Tract C (Wetland), all as shown on the plat of Saint Johns Six Mile Creek North Unit 3, Parcel 21, according to the plat thereof recorded in Map Book 45, Pages 76 and 77, of the public records of St. Johns County, Florida.

**Together with,**

East Corduroy Court, South Alatomaha Street, and South Franklina Street, all as shown on the plat of Saint Johns Six Mile Creek North Unit 5, Parcels 22 & 23, according to the plat thereof recorded in Map Book 51, Pages 88 through 93, of the public records of St. Johns County, Florida.

**Together with,**

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 2871, at page 525, of the public records of St. Johns County, Florida (Six Mile Creek North Parcels 1, 8B, 30A, 30B, 30C, and 32A).

**Together with,**

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 2871, at page 518, of the public records of St. Johns County, Florida (Six Mile Creek North Parcel 2A).

**Together with,****Parcel 30**

BEING A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF TRACT 6 AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 6, PARCELS 27, 28, 29 AND 31, AS RECORDED IN MAP BOOK 54, PAGES 35 THROUGH 41 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647; THENCE NORTH 61 DEGREES 22 MINUTES 47 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT 6, A DISTANCE OF 110.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 110 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 28 DEGREES 37 MINUTES 13 SECONDS EAST ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 1031.57 FEET; THENCE SOUTH 77 DEGREES 45 MINUTES 24 SECONDS WEST LEAVING SAID EASTERLY EASEMENT LINE, A DISTANCE OF 140.71 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 13 SECONDS WEST, 352.09 FEET; THENCE NORTH 78 DEGREES 45 MINUTES 05 SECONDS WEST, 12.28 FEET; THENCE NORTH 65 DEGREES 38 MINUTES 38 SECONDS WEST, 53.65 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 06 SECONDS WEST, 41.39 FEET; THENCE NORTH 75 DEGREES 48 MINUTES 01 SECONDS WEST, 81.78 FEET; THENCE SOUTH 63 DEGREES 17 MINUTES 31 SECONDS WEST, 56.73 FEET; THENCE SOUTH 78 DEGREES 12 MINUTES 59 SECONDS WEST, 67.94 FEET; THENCE SOUTH 81 DEGREES 06 MINUTES 08 SECONDS WEST, 83.13 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 28 SECONDS WEST, 91.40 FEET; THENCE SOUTH 76 DEGREES 12 MINUTES 29 SECONDS WEST, 83.42 FEET; THENCE SOUTH 63 DEGREES 45 MINUTES 36 SECONDS WEST, 81.89 FEET; THENCE SOUTH 71 DEGREES 17 MINUTES 24 SECONDS WEST, 100.35 FEET; THENCE SOUTH 63 DEGREES 00 MINUTES 40 SECONDS WEST, 89.34 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 34 SECONDS WEST, 40.82 FEET; THENCE NORTH 49 DEGREES 19 MINUTES 55 SECONDS WEST, 70.31 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES 53 SECONDS WEST, 55.89 FEET; THENCE NORTH 80 DEGREES 10 MINUTES 41 SECONDS WEST, 52.08 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 49 SECONDS WEST, 34.05 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 00 SECONDS WEST, 24.33 FEET; THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS WEST, 294.66 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 14 SECONDS WEST, 110.23 FEET; THENCE NORTH 53 DEGREES 59 MINUTES 46 SECONDS WEST, 85.00 FEET;

THENCE NORTH 36 DEGREES 00 MINUTES 14 SECONDS EAST, 76.65 FEET; THENCE SOUTH 85 DEGREES 00 MINUTES 00 SECONDS EAST, 87.24 FEET; THENCE NORTH 73 DEGREES 00 MINUTES 00 SECONDS EAST, 293.19 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 00 SECONDS EAST, 13.97 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 57 SECONDS WEST, 50.01 FEET; THENCE NORTH 38 DEGREES 38 MINUTES 59 SECONDS WEST, 82.29 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 22 SECONDS WEST, 80.15 FEET; THENCE NORTH 42 DEGREES 54 MINUTES 30 SECONDS WEST, 71.83 FEET; THENCE NORTH 56 DEGREES 19 MINUTES 17 SECONDS WEST, 22.13 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 26 SECONDS WEST, 18.77 FEET; THENCE NORTH 9 DEGREES 27 MINUTES 15 SECONDS EAST, 37.12 FEET; THENCE NORTH 16 DEGREES 01 MINUTES 07 SECONDS EAST, 63.03 FEET; THENCE NORTH 36 DEGREES 38 MINUTES 50 SECONDS EAST, 34.19 FEET; THENCE NORTH 32 DEGREES 40 MINUTES 38 SECONDS EAST, 48.27 FEET; THENCE SOUTH 74 DEGREES 00 MINUTES 00 SECONDS EAST, 247.99 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, 104.27 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, 45.00 FEET; THENCE SOUTH 50 DEGREES 00 MINUTES 00 SECONDS EAST, 34.26 FEET; THENCE SOUTH 17 DEGREES 30 MINUTES 00 SECONDS EAST, 29.73 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 17.00 FEET; THENCE SOUTH 42 DEGREES 41 MINUTES 48 SECONDS EAST, 102.16 FEET; THENCE NORTH 65 DEGREES 04 MINUTES 46 SECONDS EAST, 47.21 FEET; THENCE SOUTH 59 DEGREES 11 MINUTES 57 SECONDS EAST, 97.28 FEET; THENCE SOUTH 59 DEGREES 16 MINUTES 37 SECONDS EAST, 53.05 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 09 SECONDS EAST, 62.32 FEET; THENCE NORTH 49 DEGREES 25 MINUTES 23 SECONDS EAST, 51.51 FEET; THENCE NORTH 78 DEGREES 41 MINUTES 34 SECONDS EAST, 68.17 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 16 SECONDS EAST, 78.43 FEET; THENCE NORTH 25 DEGREES 02 MINUTES 46 SECONDS WEST, 79.78 FEET; THENCE NORTH 42 DEGREES 32 MINUTES 04 SECONDS WEST, 25.33 FEET; THENCE NORTH 36 DEGREES 47 MINUTES 07 SECONDS EAST, 55.47 FEET; THENCE NORTH 8 DEGREES 18 MINUTES 00 SECONDS EAST, 24.98 FEET; THENCE NORTH 44 DEGREES 16 MINUTES 52 SECONDS EAST, 68.56 FEET; THENCE NORTH 69 DEGREES 17 MINUTES 26 SECONDS EAST, 23.49 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 13 SECONDS WEST, 163.25 FEET; THENCE NORTH 61 DEGREES 22 MINUTES 47 SECONDS EAST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.50 ACRES MORE OR LESS.

**Less and except,**

The real property more particularly described on Exhibit A attached to that certain Supplementary Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North and Additional Restrictions recorded in Official Records Book 3028, at page 1592, of the public records of St. Johns County, Florida.

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**EXHIBIT B**

Additional Roadways

Rues Landing Road (aka Oakridge Trail) as shown on the plat of Saint Johns Six Mile Creek North Unit 1, according to the plat thereof recorded in Map Book 37, Pages 21 through 44, of the public records of St. Johns County, Florida.

**Together with,**

Berenstein Drive, as shown on the plat of Saint Johns Six Mile Creek North Unit 3, Parcel 21, according to the plat thereof recorded in Map Book 45, Pages 76 and 77, of the public records of St. Johns County, Florida.

**Together with,**

E Corduroy Court, S Alatomaha Street, and S Franklina Street, all as shown on the plat of Saint Johns Six Mile Creek North Unit 5, Parcels 22 & 23, according to the plat thereof recorded in Map Book 51, Pages 88 through 93, of the public records of St. Johns County, Florida.

1  
③  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:  
THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE  
SUITE 400  
JACKSONVILLE, FL 32202-4327

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH** ("Third  
Amendment") is made effective April 18th, 2008, by SJ LAND ASSOCIATES, LLC, a  
Delaware limited liability company (the "Developer") and SAINT JOHNS - SIX MILE  
CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit  
corporation (the "Association").

**RECITALS**

A. The Developer has executed the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North which is recorded in Official Records Book 1374, at page 1850, as amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North recorded in Official Records Book 1411, at page 1308, and as amended by Second Amendment to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North recorded in Official Records Book 2148, at page 1120, all of the current public records of St. Johns County, Florida (together the "Declaration").

B. Pursuant to Section 11.7 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this Third Amendment shall have the same meanings as such terms are defined by the Declaration.

2. A new Section 8.11 is hereby added to the Declaration as follows:



Section 8.11 **Rules and Regulations.** The Association shall have the right to enact, rescind, and amend reasonable rules and regulations to effectuate the purposes and provisions of this Declaration and any other purpose for which the Association has been organized. Such rules shall include, without limitation, establishment of the times of day and days of the week during which construction activities within the Property may occur.

3. Except as specifically amended hereby, the Original Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF,** the Developer and Association have caused this Third Amendment to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

VJ Cunningham  
VJ Cunningham  
(Print Name)

Sharon King  
SHARON L. KING  
(Print Name)

**SJ LAND ASSOCIATES, LLC,** a  
Delaware limited liability company

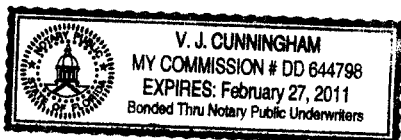
By:

James E. Davidson, Jr.  
Executive Vice President of  
Development Administration

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me this 18th day of April, 2008, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.

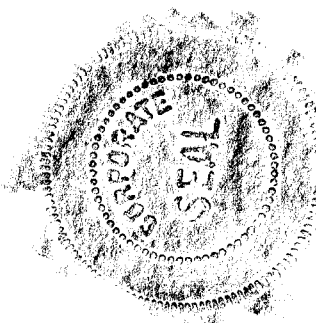


VJ Cunningham  
Print Name: VJ Cunningham  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a  
Florida nonprofit corporation**

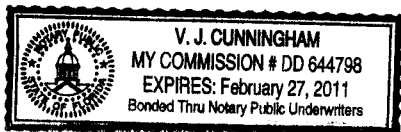
VJ Cunningham  
VJ Cunningham  
(Print Name)  
Sharon P. Davidson  
Sharon P. Davidson  
(Print Name)

By: Sharon P. Davidson  
Sharon P. Davidson  
President



STATE OF FLORIDA }  
COUNTY OF St. Johns }SS

The foregoing instrument was acknowledged before me this 18th day of April, 2008, by Sharon P. Davidson, the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.,** a Florida nonprofit corporation, on behalf of the corporation.



VJ Cunningham  
Print Name: VJ Cunningham  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

2  
4  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE  
SUITE 400  
JACKSONVILLE, FL 32202-4327

Public Records of  
St. Johns County, FL  
Clerk# 04-014164  
O.R. 2148 PG 1120  
02:30PM 03/03/2004  
REC \$17.00 SUR \$2.50

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH** ("Second Amendment") is made effective MARCH 1, 2004, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation (the "Association").

**RECITALS**

A. The Developer has executed the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North which is recorded in Official Records Book 1374, at page 1850 of the current public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 11.7 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this Second Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Section 2.9 of the Declaration is hereby amended in its entirety as follows:

Section 2.9 **Lot**. Each platted Lot (or portion thereof or combination of platted lots) located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

3. Section 2.11 of the Declaration is hereby amended in its entirety as follows:

Section 2.11 **Owner**. The record owner or owners of any Lot, Building Site, Golf Course Parcel or Residential Dwelling Unit.

4. Section 4.2 of the Declaration is hereby amended in its entirety as follows:

Section 4.2 **Owners' Easement of Enjoyment**. Each Owner, and such Owner's guests, invitees and lessees shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI and the PUD;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association (including without limitation, a reservation system which may allow reservations for Owners to take precedence over use by Transient Renters, as such term is defined herein);
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area; and
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners and their guests, invitees and lessees shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner or such Owner's guests, invitees or lessees, to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property. Further, notwithstanding any provisions of this Declaration to the contrary, any party leasing a Residential Dwelling Unit for a term of six (6) months or less (a "Transient Renter") shall have access to only the road rights of way and tennis courts that are included within the Common Area.

5. The following sentence is hereby added at the end of Section 11.7 of the Declaration:

Notwithstanding any provision of this Section 11.7 to the contrary, no easement or access rights granted or reserved by this Declaration shall be terminated or altered without the prior written consent of each Owner who is a beneficiary of such easement or access rights.

6. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF**, the Developer and Association have caused this Second Amendment to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

Anita M. Hampton  
Anita M. Hampton  
(Print Name)  
Laura Longhitano  
Laura Longhitano  
(Print Name)

**SJ LAND ASSOCIATES, LLC**, a  
Delaware limited liability company

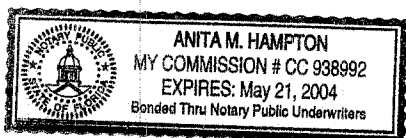
By:

James E. Davidson, Jr.  
Executive Vice President of  
Development Administration/  
Manager

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF Sf. Johns } SS

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration/Manager of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a  
Florida nonprofit corporation**

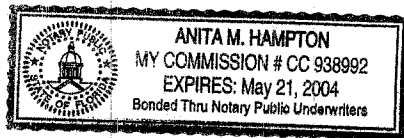
Anita M. Hampton  
Anita M. Hampton  
(Print Name)  
Laura Longhitano  
Laura Longhitano  
(Print Name)

By:

James E. Davidson, Jr.  
President

STATE OF FLORIDA }  
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by James E. Davidson, Jr., the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, on behalf of the corporation.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Public Records of  
St. Johns County, FL  
Clerk# 02-073356  
O.R. 1863 PG 65  
08:13AM 12/13/2002  
REC \$89.00 SUR \$11.50  
Doc Stamps \$760.90  
Int Tax \$434.75

2  
22  
Return To:  
WELLS FARGO HOME MORTGAGE, INC.  
FINAL DOCUMENTS X4701-024  
3601 MINNESOTA DRIVE  
BLOOMINGTON, MN 55435-5284

This document was prepared by:  
KECIA MARSHALL  
WELLS FARGO HOME MORTGAGE, INC.  
P.O. BOX 1629  
MINNEAPOLIS, MN 55440-1629

[Space Above This Line For Recording Data]

## MORTGAGE

0009918604

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **NOVEMBER 27, 2002** together with all Riders to this document.

(B) "Borrower" is

JANAK R. DESAI & BHALOO R. DESAI  
HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **Corporation**

organized and existing under the laws of **THE STATE OF CALIFORNIA**

223670  
FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3010 1/01

Page 1 of 18

Initials: 

SFL01 Rev 11/02/00

Lender's address is

**P. O. BOX 5137, DES MOINES, IA 50306-5137**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 27, 2002**.

The Note states that Borrower owes Lender **TWO HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-THREE AND NO/100** Dollars

(U.S. \$ 217,373.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 1, 2032**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider                    | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.



(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the **County** of **SAINT JOHNS**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

**LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.**

#### THIS IS A PURCHASE MONEY MORTGAGE.

Parcel ID Number: 026432-0220

which currently has the address of

**349 ST. JOHNS GOLF DRIVE**

[Street]

**SAINT AUGUSTINE**

[City], Florida **32092**

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

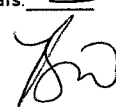
If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.



**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection

shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage

ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact the the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designed payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designed payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**



**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provision of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note,



this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environment Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

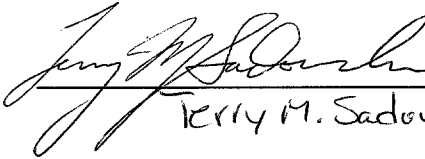
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.


**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

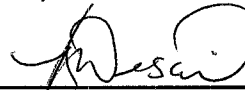
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

  
Terry M. Sadowski

  
Laurie Ann Sawyer

  
JANAK R. DESAI  
10100 BAYMEADOWS RD  
APT 301  
JACKSONVILLE, FL 322560000 (Seal)  
Borrower

  
BHALOO R. DESAI  
349 ST. JOHNS GOLF DRIVE  
SAINT AUGUSTINE, FL 32092 (Seal)  
Borrower

STATE OF FLORIDA,

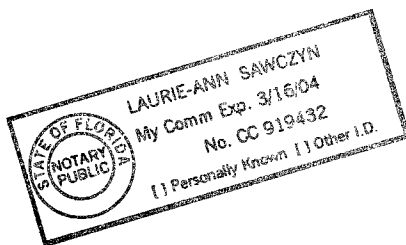
Duval

County ss:

This foregoing instrument was acknowledged before me this November 27, 2002 by

**JANAK R. DESAI & BHALOO R. DESAI**  
**HUSBAND AND WIFE**

who is personally known to me or who has produced drivers licenses as identification.



*[Signature]*  
 Notary Public

*60*



# PLANNED UNIT DEVELOPMENT RIDER

0009918604

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of NOVEMBER, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
WELLS FARGO HOME MORTGAGE, INC.  
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: .....  
349 ST. JOHNS GOLF DRIVE  
SAINT AUGUSTINE, FL 32092  
.....  
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in .....  
covenants, conditions and restrictions.....

(the "Declaration"). The Property is a part of a planned unit development known as .....  
ST JOHNS GOLF & COUNTRY CLUB  
.....  
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

0009918604

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender required insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

1535  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

Public Records of  
St. Johns County, FL  
Clerk# 99057461  
O.R. 1480 PG 1305  
04:36PM 12/10/1999  
REC \$29.00 SUR \$4.00

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH AND AMENDMENT**

This Supplementary Declaration is made effective November 12, 1999 by **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company( "Developer"), having an address of 101 E. Town Place - Suite 200, St. Augustine, Florida 32092.

**WITNESSETH:**

**WHEREAS**, the Developer has executed the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North which was recorded on December 31, 1998, in Official Records Volume 1374, pages 1850 through 1923, and amended in Official Records Volume 1411, at page 1308, both of the current public records of St. Johns County, Florida (together, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

**WHEREAS**, the Developer is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

**WHEREAS**, Section 3.2 of the Declaration allows the Developer to subject the Property to the terms and provisions of the Declaration without the consent or joinder of any other party, and the Developer desires to hereby subject the Property to all terms and provisions of the Declaration.

**WHEREAS**, Sections 2.5, 4.3, and 10.1 of the Declaration allow the Developer to designate additional Common Areas and to designate additional Roadways.

**WHEREAS**, Section 8.3 of the Declaration allows the Developer to subject the Property to additional covenants and restrictions without the consent or joinder of any other party.

**NOW THEREFORE**, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.

2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration, as the same may be amended from time to time. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

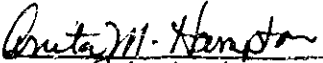
3. The Developer hereby designates the portion of the Property more particularly described on Exhibit B attached hereto and made a part hereof as Common Area. The Developer hereby further designates the portion of the Property more particularly described on Exhibit C attached hereto and made a part hereof as constituting Roadways.


4. The portion of the Property more particularly described on Exhibit D attached hereto and made a part hereof (the "Access Road"), may be subject to easement or other use rights by a limited number of persons owning parcels in the vicinity of the Six Mile Creek North Parcel, who shall not be members of the Association and who shall not have any financial responsibility to the Association or otherwise with respect to the operation, maintenance and repair of the Access Road.

5. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF**, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

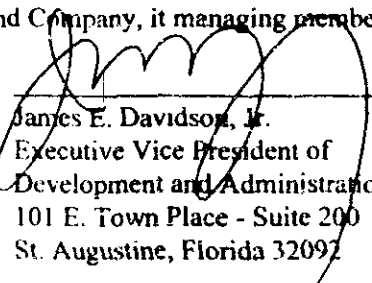
  
(Name Anita M. Hampton)

  
(Name Jane K. Kell)

**SJ LAND ASSOCIATES, L.L.C.**,  
a Delaware limited liability company

By: SJ Land Company, its managing member

By:

  
James E. Davidson, Jr.  
Executive Vice President of  
Development and Administration  
101 E. Town Place - Suite 200  
St. Augustine, Florida 32092

STATE OF FLORIDA       )  
                                  )SS  
COUNTY OF St Johns )

0R1460PG1307

The foregoing instrument was acknowledged before me this 3 day of December, 1999,  
by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development and Administration of  
SJ Land Company, as managing member of **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited  
liability company, on behalf of the company.

TRACY G. BOZZETTI  
Notary Public, State of Florida  
My comm. exp. Jan. 7, 2003  
Comm. No. CC800709

Tracy G. Bozzetti  
(Print Name Tracy G. Bozzetti)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

CR1460761308

**EXHIBIT A**

**Property**

**All of Saint Johns Six Mile Creek North Unit 1, according to the plat thereof recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.**

**All of Saint Johns Six Mile Creek North Unit 2, according to the plat thereof recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.**

EXHIBIT B

081460PG1309

Common Area

Tract 1B (Landscape), Tract 2A (Lake), Tract 2C (Lake), Tract 3A (Lake), Tract 3B (Lake), Tract 3C (Park), Tract 3D (Landscape), Tract 3E (Landscape), Tract 3F (Landscape), Tract 5A (Lake), Tract 5C (Landscape), Tract 5D (Lake), Tract 5E (Landscape), Tract 5F (Landscape), Tract 7A (Landscape), Tract 7B (Lake), Tract 7C (Lake), Tract 7D (Lake), Tract 7E (Landscape), Tract 7F (Landscape), Tract 8A (Landscape), Tract 8C (Lake), Tract 9B (Lake), Tract 9C (Landscape), Tract 10B (Landscape), Tract 10C (Lake), Tract 11 (Park), Conservation Parcel No. 1, Conservation Parcel No. 2, Conservation Parcel No. 3, Conservation Parcel No. 4, Conservation Parcel No. 6, Conservation Parcel No. 7, Conservation Parcel No. 16, Registry Boulevard, Barrington Circle, Beresford Drive, Split Creek Drive, Frontier Street, Fortress Street, St. James Avenue, Chimney Court, Crown Drive, Solstice Court, Den Street, Bear Claw Court, all as shown on the plat of Saint Johns Six Mile Creek North Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

Tract 12 A (Lake), Tract 12 B (Lake), Tract 15 (Lake), Tract 16 (Landscape), Parcel 18 A (Landscape), Parcel 18B (Landscape), Parcel 18C (Lake), Parcel 18D (Landscape), Conservation Parcel No. 9, Conservation Parcel No. 10, Conservation Parcel No. 11, Conservation Parcel No. 12, Conservation Parcel No. 14, Oak Grove Avenue, Canopy Way, Heritage Cove Drive, Berenstein Drive, Crest Street, Kingdom Way, West Heritage Cove Drive, and East Heritage Cove Drive, all as shown on the plat of Saint Johns Six Mile Creek North Unit 2, recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.

EXHIBIT C

001460P61310

Roadways

Registry Boulevard, Barrington Circle, Beresford Drive, Split Creek Drive, Frontier Street, Fortress Street, St. James Avenue, Chimney Court, Crown Drive, Solstice Court, Den Street, Bear Claw Court, all as shown on the plat of Saint Johns Six Mile Creek North Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

Oak Grove Avenue, Canopy Way, Heritage Cove Drive, Berenstein Drive, Crest Street, Kingdom Way, West Heritage Cove Drive, and East Heritage Cove Drive, all as shown on the plat of Saint Johns Six Mile Creek North Unit 2, recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.



**EXHIBIT D**

DR1460PG1311

**Portion of Access Road**

That portion of Registry Boulevard located to the east of the northeasterly prolongation of the easterly boundary of Lot 12, Block 5 and west of the northeasterly prolongation of westerly boundary of Tract 4A, all as depicted on the plat of Saint Johns - Six Mile Creek north Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

④  
5645

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

→  
In+Ret

Public Records of  
St. Johns County, FL  
Clerk# 99024522  
O.R. 1411 PG 1308  
11:19AM 05/24/1999  
REC \$17.00 SUR \$2.50

## FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. JOHNS - SIX MILE CREEK NORTH

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. JOHNS - SIX MILE CREEK NORTH** ("First Amendment") is made effective MAY 17, 1999 by **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company (the "Developer") and **ST. JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation (the "Association").

### RECITALS

A. The Developer has executed the Declaration of Covenants and Restrictions for St. Johns - Six Mile Creek North which is recorded in Official Records Book 1374, at page 1850 of the current public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 11.7 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.
2. A new Section 11.14 of the Declaration is hereby created as follows:

Section 11.14 Fines. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests

or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy,

and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer and Association have caused this First Amendment to Declaration of Covenants and Restrictions for St. Johns - Six Mile Creek North to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

SJ LAND ASSOCIATES, L.L.C., a Delaware  
Limited Liability Company

By: SJ LAND COMPANY, its managing  
member

Patricia L. Robinson  
Name printed: Patricia L. Robinson

By: JAMES E. DAVIDSON, JR.  
Its: Executive Vice President of  
Development Administration

Anita M. Hampton  
Name printed: Anita M. Hampton

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me this 17 day of May, 1999, by JAMES E. DAVIDSON, JR., the Executive Vice President Development Administration of SJ LAND COMPANY as managing member of SJ LAND ASSOCIATES, L.L.C., a Delaware limited liability company, on behalf of the company.

Tracy Bozzetti  
Print: Tracy Bozzetti

NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Personally Known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_

[check one of the above]  
Type of Identification Produced \_\_\_\_\_

TRACY G. BOZZETTI  
Notary Public, State of Florida  
My comm. exp. Jan. 7, 2003  
Comm. No. CC800709

Patricia L. Robinson  
Name printed: Patricia L. Robinson

Anita M. Hampton  
Name printed: Anita M. Hampton

ST. JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION,  
INC., a Florida nonprofit corporation

By: James E. Davidson, President

STATE OF FLORIDA )  
 )SS  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 17 day of May,  
1999, by James E. Davidson, Jr., the President of ST. JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation, on behalf of  
the corporation.

IRACY G. BOZZETTI  
Notary Public, State of Florida  
My comm. exp. Jan. 7, 2003  
Comm. No. CC800709

Iracy Bozzetti  
(Print Name Iracy Bozzetti)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Public Records of  
St. Johns County, FL  
Clerk# 98058826  
O.R. 1374 PG 1850  
12:11PM 12/31/1998  
REC \$297.00 SUR \$37.50

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SAINT JOHNS - SIX MILE CREEK NORTH**

**THIS DOCUMENT PREPARED BY:**

Thomas M. Jenks, Esq.  
Pappas Metcalf Jenks Miller & Reinsch, P.A.  
200 West Forsyth Street  
Suite 1400  
Jacksonville, Florida 32202-4327

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**DECLARATION**  
**OF**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**SAINT JOHNS - SIX MILE CREEK NORTH**

THIS DECLARATION is made this 30 day of December, 1998, by SJ LAND ASSOCIATES, L.L.C., a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer and others, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II**  
**DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Saint Johns - Six Mile Creek North Property Owners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Building Site**. Each separate parcel of land within the property, other than the Lots and the Golf Course Parcel, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements

designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

**Section 2.4 Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot or Golf Course Parcel, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including but not limited to, business and professional offices, facilities for the retail or wholesale sale of goods and services, warehouses, banks and other financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, and gasoline stations.

**Section 2.5 Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.2 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

**Section 2.6 Developer.** SJ Land Associates, L.L.C. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJ Land Associates, L.L.C. as the Developer of the Property is not intended and shall not be construed, to impose upon SJ Land Associates, L.L.C. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SJ Land Associates, L.L.C. and develop and resell the same.

**Section 2.7 DRI.** That certain Development of Regional Impact Order approved by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 91-130, as the same may be amended from time to time.

**Section 2.8 Golf Course Parcel.** Any portion of the Property intended or designated for use as a golf course containing not more than eighteen (18) golf holes, including without limitation, all tee areas, fairways, greens, driving ranges, shelter or restroom facilities, rough areas, buffer areas, landscaped areas, clubhouses, golf cart and equipment storage buildings, and parking lots located therein. No Golf Course Parcel shall include any Building Site, Lot, or any portion of the Common Area owned in fee simple by the Association.

Section 2.9 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.10 **Multi-family Improvements**. Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.11 **Owner**. The record owner or owners of any Lot, Building Site or Golf Course Parcel.

Section 2.12 **Property or Six Mile Creek North Parcel**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.13 **PUD**. Planned Unit Development Ordinance Number 91-37 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.14 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.15 **Subassociation**. Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.16 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS AND DELETIONS**

**Section 3.1 No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, Building Site, or Golf Course Parcel, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

**Section 3.2 Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

**Section 3.3 Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

**ARTICLE IV**  
**COMMON AREA RIGHTS**

**Section 4.1 Covenances of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred

twenty (20) days after the Developer shall no longer own any Lot, Building Site or Golf Course Parcel, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

**Section 4.2 Owners' Easement of Enjoyment.** Each Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI and the PUD;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

**Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, Building Parcel, or Golf Course Parcel, the Developer may, at any

time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, Building Parcel or Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot, Building Parcel or Golf Course Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, Building Parcel or Golf Course Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

**Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by

the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

## **ARTICLE V** **ARCHITECTURAL CONTROL**

Section 5.1 **Assignment of Right of Architectural Review.** At such time as the Developer shall specifically assign to the Association a right of architectural review with respect to any or all portions of the Property, the following Sections 5.2 through 5.7 shall become operative with respect to such portions of the Property.

Section 5.2 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, Building Site or Golf Course Parcel, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. The prior sentence notwithstanding, the Association shall have no right of approval with respect to the construction or alteration of any tee area, fairway, green, rough area, practice area, cart path, or other landscaping associated with any golf course located within a Golf Course Parcel. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with use restrictions or architectural criteria which may be imposed from time to time by the Developer with respect to any particular portion of the Property. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Committee ("ARC") and no plan or specification shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted within fifteen (15) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARC to the Owner submitting same.



Section 5.3 **Architectural Review Committee.** The site development, site design and architectural review and control functions of the Association shall be administered and performed by the ARC, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 5.4 **Powers and Duties of the ARC.** The ARC shall have the following powers and duties:

5.4.1 To require submission to the ARC of two (2) complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind requiring review and approval of the ARC pursuant to this Article V. The ARC may also require submission of samples of building materials, tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable use restrictions and design criteria established by the Developer.

5.4.2 To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARC may, but need not be, evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

5.4.3 To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARC.

Section 5.5 **Compensation of ARC.** The Board may, at its option, pay reasonable compensation to any or all members of the ARC, provided however, for so long as a majority of the Board of Directors shall be appointed by the Developer, only those members of the ARC who are licensed architects, engineers, or other design professionals may be compensated.

Section 5.6 **Variance.** The Developer and the ARC may authorize variances from compliance with any architectural provisions of this Declaration or applicable design criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARC, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be

deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable design criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**Section 5.7 Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARC or the Association contemplated under this Article V, neither the ARC nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARC or the Association.

## **ARTICLE VI** **COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 6.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, Building Site or Golf Course Parcel within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot, Building Site, or Golf Course Parcel against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

**Section 6.2 Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-109-0195-ERP

(the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI.

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

**Section 6.3 Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots, Building Sites, and Golf Course Parcels shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, One Thousand Dollars (\$1,000.00) per Assessment Equivalent. From and after December 31, 1998, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 6.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners of the Lots, Building Sites, and Golf Course Parcels as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each five thousand (5,000) square feet of heated and air

conditioned space located within completed improvements constructed upon such Owners' Building Sites, rounded to the nearest five thousand (5,000) square feet. Building Sites with improvements located thereon or approved for construction which are comprised of less than five thousand (5,000) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each. Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owners' Building Sites.

(iii) The Owners of the Golf Course Parcel shall pay annual and special assessments based upon twenty-seven (27) Assessment Equivalents for each Golf Course Parcel owned by such Owners.

(c) Notwithstanding the provisions of paragraph (b) of this Section 6.3, until such time as improvements are completed upon Lots, Building Sites, or Golf Course Parcel, the Owners of such Lots, Building Sites, and Golf Course Parcel, shall be obligated to pay assessments equal to one-half ( $\frac{1}{2}$ ) of the amount specified by paragraphs (a) and (b) of this Section 6.3. For purposes of this Declaration, completion of improvements upon Lots and Building Sites shall be evidenced by the issuance of a Certificate of Occupancy, or similar final inspection approval, by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction for such improvements, and completion of golf courses and related improvements upon Golf Course Parcel shall be evidenced by the commencement of golf play thereon.

(d) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(e) Assessments payable by Owners who are members of a Subassociation, shall be collected from such Owners by the Subassociation and remitted by the Subassociation to the Association. Assessments payable by Owners who are not members of a Subassociation, shall be remitted directly to the Association by such Owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's right to directly enforce each Owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

**Section 6.4 Area Assessments.** The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of these Lots, Building Sites and Golf Course Parcel located within such portions of the Property, based upon the allocations established by Section 6.3 hereof. The

boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.4 shall be determined by the Board in its sole discretion.

**Section 6.5 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot, Building Site or Golf Course Parcel encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

**Section 6.6 Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot, Building Site, or Golf Course Parcel by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot, Building Site, or Golf Course Parcel, shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot, Building Site, or Golf Course Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

**Section 6.7 Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, Golf Course Parcels and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the

Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot, Building Site or Golf Course Parcel in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots, Buildings Sites, and Golf Course Parcels owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots, Building Sites, or Golf Course Parcel within the Property.

## **ARTICLE VII**

### **UTILITY PROVISIONS**

Section 7.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot, Building Site or Golf Course Parcel without the prior written consent of the Association.

Section 7.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

**ARTICLE VIII**  
**USE RESTRICTIONS AND RIGHTS AND EASEMENTS**  
**RESERVED BY DEVELOPER**

Section 8.1 **Common DRI and PUD.** Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 8.2 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 8.3 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.4 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These

easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot, Building Parcel or Golf Course Parcel which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration.

Section 8.7 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.8 **Golf Easement.** The Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on any golf course lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Property; the use of necessary and usual equipment upon such golf course; the usual noise level created by the playing of the game of golf and by maintenance activities or equipment on such golf course; and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course.

Section 8.9 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.9, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.10 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot, Building Parcel, Golf Course Parcel and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.



**ARTICLE IX**  
**NOTICE OF PERMIT REQUIREMENTS**

Section 9.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199100108 (MD-MMS), AS MODIFIED, ISSUED BY THE ACOE AND PERMIT NUMBER 4-109-0195 ERP ISSUED BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT, BUILDING SITE OR GOLF COURSE PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BUILDING SITE OR GOLF COURSE PARCEL, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT, BUILDING SITE OR GOLF COURSE PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

**ARTICLE X**  
**RIGHTS AND EASEMENTS GRANTED BY DEVELOPER**

Section 10.1 **Easement for Ingress and Egress.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have and are hereby granted the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant

roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

**Section 10.2 Rights to Restrict Access.** Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Board, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article X including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article X. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 10.2 thereafter shall be of no further force or effect.

**Section 10.3 Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the St. Johns County, Florida or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Sections 10.1 and 10.2 without the consent or joinder of any party so long as no Lot, Building Site or the Golf Course Parcel is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

## **ARTICLE XI** **GENERAL PROVISIONS**

**Section 11.1 Ground Leased Land.** Where all or any part of a Lot, Golf Course Parcel or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Lot, Golf Course Parcel, or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

Section 11.2 **Developer's Reserved Rights re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.2, shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.3 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 11.4 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.5 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 11.6 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

**Section 11.7 Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

**Section 11.8 Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE Permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

**Section 11.9 Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.10 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

**Section 11.12 Provisions Regarding Golf Courses and Club Facilities.**

(a) Nothing contained in this Declaration shall limit the ability of any owner of any golf course ("Golf Courses") or private club facility ("Club Facilities") now or hereafter located within the Property to determine in its sole discretion how and by whom the Golf Courses and Club Facilities shall be used. OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTY, OR MEMBERSHIP IN THE ASSOCIATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY GOLF COURSE OR CLUB FACILITY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN OR TO USE ANY GOLF COURSE OR CLUB FACILITY.

(b) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of Golf Courses and Club Facilities to surrounding properties results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of any portion of the Property may be limited as a result, and that the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any portion of the Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon such portion of the Property;

(c) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges:

(i) That the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, may add to, remove, or otherwise modify the landscaping, trees, and other features of the Golf Courses and Club Facilities, including changing the location, configuration, size and elevation of bunkers, fairways and greens, and constructing fences, and that the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, shall have no liability to any Owner as a result of such modifications; and

(ii) That there are no express or implied easements over the Golf Courses and Club Facilities for view purposes, and no guaranty or representation is made by any person or entity that any view over and across any Golf Course or Club Facility will be preserved without impairment, and that no owner or operator of the Golf Courses or Club Facilities shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Courses and Club Facilities.

(d) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, assumes the risk associated with the Golf Courses and Club Facilities (regardless

of whether the Owner is using such facilities) and agrees that neither the owners of the Golf Courses and Club Facilities, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, indirect, special, or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's property to any Golf Course or Club Facility, including without limitation, any claim arising, in whole or in part, from the negligence of any of the owners of the Golf Courses or Club Facilities, or their respective affiliates or agents, or any other person or entity designing, constructing, owning or managing the Golf Courses and Club Facilities or any other portion of the Property. Each Owner further hereby agrees to hold harmless the owners of the Golf Courses and Club Facilities, their respective affiliates or agents, and any other persons or entities owning or managing such facilities, or designing, constructing, or owning any other portion of the Property, from and against any and all claims arising out of the design or construction of the Golf Courses and Club Facilities.

Section 11.13 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE

LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 30 day of December, 1998.

Signed, sealed and delivered  
in the presence of:

Ann D. Savery

(print name)

Glenn E. Wilford

(print name)

STATE OF FLORIDA }  
COUNTY OF DUVAL } SS

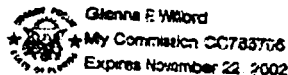
SJ LAND ASSOCIATES, I.L.C, a Delaware  
Limited Liability Company

By: SJ LAND COMPANY, its managing  
member

By: JAMES E. DAVIDSON, JR.  
Its: Executive Vice President of  
Development Administration

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 30th day of December, 1998, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President Development Administration of **SJ LAND COMPANY** as managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Print: Glenn E. Wilford

NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**



## THE KING AND THE BEAR GOLF COURSE HOLES 1 AND 9 THROUGH 18

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}38'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE NORTH  $89^{\circ}03'18''$  EAST, A DISTANCE OF 194.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $09^{\circ}53'26''$  EAST, A DISTANCE OF 46.82 FEET; THENCE NORTH  $38^{\circ}04'16''$  EAST, A DISTANCE OF 26.48 FEET; THENCE NORTH  $44^{\circ}50'44''$  EAST, A DISTANCE OF 22.66 FEET; THENCE NORTH  $61^{\circ}39'19''$  EAST, A DISTANCE OF 65.11 FEET; THENCE NORTH  $16^{\circ}41'17''$  EAST, A DISTANCE OF 95.83 FEET; THENCE NORTH  $37^{\circ}24'02''$  EAST, A DISTANCE OF 42.07 FEET; THENCE NORTH  $23^{\circ}22'19''$  EAST, A DISTANCE OF 38.25 FEET; THENCE NORTH  $29^{\circ}38'48''$  EAST, A DISTANCE OF 46.34 FEET; THENCE NORTH  $31^{\circ}36'24''$  EAST, A DISTANCE OF 73.03 FEET; THENCE NORTH  $31^{\circ}36'07''$  EAST, A DISTANCE OF 82.68 FEET; THENCE NORTH  $31^{\circ}06'41''$  EAST, A DISTANCE OF 56.22 FEET; THENCE NORTH  $49^{\circ}19'06''$  EAST, A DISTANCE OF 47.94 FEET; THENCE NORTH  $80^{\circ}51'46''$  EAST, A DISTANCE OF 56.41 FEET; THENCE NORTH  $43^{\circ}41'48''$  EAST, A DISTANCE OF 76.51 FEET; THENCE NORTH  $51^{\circ}58'13''$  EAST, A DISTANCE OF 60.97 FEET; THENCE NORTH  $17^{\circ}30'30''$  EAST, A DISTANCE OF 26.99 FEET; THENCE NORTH  $30^{\circ}43'23''$  EAST, A DISTANCE OF 31.90 FEET; THENCE NORTH  $26^{\circ}35'26''$  EAST, A DISTANCE OF 75.10 FEET; THENCE NORTH  $28^{\circ}09'40''$  EAST, A DISTANCE OF 98.78 FEET; THENCE NORTH  $32^{\circ}21'47''$  EAST, A DISTANCE OF 82.39 FEET; THENCE NORTH  $45^{\circ}41'02''$  EAST, A DISTANCE OF 66.28 FEET; THENCE NORTH  $39^{\circ}26'12''$  EAST, A DISTANCE OF 71.93 FEET; THENCE NORTH  $26^{\circ}02'32''$  EAST, A DISTANCE OF 88.33 FEET; THENCE NORTH  $26^{\circ}30'24''$  EAST, A DISTANCE OF 77.25 FEET; THENCE NORTH  $27^{\circ}12'19''$  EAST, A DISTANCE OF 52.97 FEET; THENCE NORTH  $45^{\circ}26'54''$  EAST, A DISTANCE OF 35.25 FEET; THENCE NORTH  $06^{\circ}25'50''$  EAST, A DISTANCE OF 179.03 FEET; THENCE NORTH  $07^{\circ}47'09''$  EAST, A DISTANCE OF 48.97 FEET; THENCE NORTH  $09^{\circ}54'50''$  EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH  $40^{\circ}20'12''$  EAST, A DISTANCE OF 36.26 FEET; THENCE NORTH  $86^{\circ}31'47''$  EAST, A DISTANCE OF 26.07 FEET; THENCE NORTH  $72^{\circ}39'16''$  EAST, A DISTANCE OF 59.39 FEET; THENCE NORTH  $40^{\circ}30'46''$  EAST, A DISTANCE OF

15.33 FEET; THENCE SOUTH  $86^{\circ}45'58''$  EAST, A DISTANCE OF 13.32 FEET; THENCE SOUTH  $33^{\circ}28'02''$  EAST, A DISTANCE OF 17.68 FEET; THENCE SOUTH  $86^{\circ}40'30''$  EAST, A DISTANCE OF 65.50 FEET; THENCE NORTH  $79^{\circ}06'57''$  EAST, A DISTANCE OF 60.86 FEET; THENCE NORTH  $67^{\circ}23'26''$  EAST, A DISTANCE OF 46.16 FEET; THENCE NORTH  $54^{\circ}02'28''$  EAST, A DISTANCE OF 15.12 FEET; THENCE NORTH  $77^{\circ}44'38''$  EAST, A DISTANCE OF 8.81 FEET; THENCE NORTH  $61^{\circ}06'15''$  EAST, A DISTANCE OF 40.46 FEET; THENCE NORTH  $63^{\circ}49'00''$  EAST, A DISTANCE OF 6.30 FEET; THENCE NORTH  $84^{\circ}41'05''$  EAST, A DISTANCE OF 54.81 FEET; THENCE SOUTH  $64^{\circ}21'28''$  EAST, A DISTANCE OF 5.74 FEET; THENCE SOUTH  $43^{\circ}07'16''$  EAST, A DISTANCE OF 24.48 FEET; THENCE SOUTH  $42^{\circ}12'23''$  EAST, A DISTANCE OF 79.47 FEET; THENCE NORTH  $75^{\circ}53'04''$  EAST, A DISTANCE OF 27.44 FEET; THENCE SOUTH  $20^{\circ}00'00''$  WEST, A DISTANCE OF 25.01 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $14^{\circ}30'00''$  WEST AND A CHORD DISTANCE OF 202.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $09^{\circ}00'00''$  WEST, A DISTANCE OF 755.82 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $10^{\circ}30'00''$  EAST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $30^{\circ}00'00''$  EAST, A DISTANCE OF 22.64 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $04^{\circ}45'38''$  EAST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $04^{\circ}22'28''$  WEST AND A CHORD DISTANCE OF 74.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $26^{\circ}52'36''$  WEST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF A COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 195.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $85^{\circ}14'30''$  WEST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 75°00'00" WEST, A DISTANCE OF 50.10 FEET; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 106.15 FEET; THENCE NORTH 01°00'00" WEST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 646.74 FEET; THENCE SOUTH 53°30'00" WEST, A DISTANCE OF 170.48 FEET; THENCE SOUTH 02°00'00" WEST, A DISTANCE OF 67.33 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 442.40 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 77.94 FEET; THENCE NORTH 60°00'00" EAST, A DISTANCE OF 69.38 FEET; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 1155.25 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 379.24 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF 273.72 FEET; THENCE DUE SOUTH, A DISTANCE OF 88.93 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF 148.39 FEET; THENCE SOUTH 64°00'46" WEST, A DISTANCE OF 253.81 FEET; THENCE NORTH 03°40'14" EAST, A DISTANCE OF 28.40 FEET; THENCE NORTH 10°07'29" EAST, A DISTANCE OF 37.79 FEET; THENCE NORTH 15°09'09" EAST, A DISTANCE OF 34.40 FEET; THENCE NORTH 16°15'33" WEST, A DISTANCE OF 42.90 FEET; THENCE NORTH 48°43'04" WEST, A DISTANCE OF 37.50 FEET; THENCE NORTH 50°05'45" WEST, A DISTANCE OF 34.82 FEET; THENCE NORTH 89°01'11" WEST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 69°58'13" WEST, A DISTANCE OF 40.03 FEET; THENCE SOUTH 76°44'13" WEST, A DISTANCE OF 56.85 FEET; THENCE SOUTH 84°00'00" WEST, A DISTANCE OF 108.25 FEET; THENCE SOUTH 79°45'31" WEST, A DISTANCE OF 99.02 FEET; THENCE NORTH 73°30'00" WEST, A DISTANCE OF 597.93 FEET; THENCE DUE WEST, A DISTANCE OF 396.78 FEET; THENCE SOUTH 10°30'00" WEST, A DISTANCE OF 669.84 FEET; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 581.24 FEET; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 216.36 FEET; THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 193.11 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 113.84 FEET TO THE POINT OF A CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 198.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°15'00" WEST AND A CHORD DISTANCE OF 185.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 10.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 68.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°12'26" WEST AND A CHORD DISTANCE OF 68.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 177.15 FEET; THENCE NORTH 24°00'00" EAST, A DISTANCE OF 494.46 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 148.76 FEET; THENCE NORTH 73°00'00" WEST, A DISTANCE OF 425.15 FEET; THENCE NORTH 47°00'00" WEST, A DISTANCE OF 400.46 FEET;

THENCE SOUTH 43°00'00" WEST, A DISTANCE OF 334.75 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 628.73 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 306.24 FEET; THENCE SOUTH 05°00'00" EAST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.19 FEET; THENCE DUE EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 27°44'04" EAST, A DISTANCE OF 188.43 FEET; THENCE NORTH 19°07'37" EAST, A DISTANCE OF 165.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°03'49" EAST AND A CHORD DISTANCE OF 40.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°30'00" EAST AND A CHORD DISTANCE OF 42.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 74.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" EAST AND A CHORD DISTANCE OF 68.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 13.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°24'02" EAST AND A CHORD DISTANCE OF 75.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 06°00'00" WEST, A DISTANCE OF 110.91 FEET; THENCE SOUTH 04°00'00" WEST, A DISTANCE OF 420.09 FEET; THENCE SOUTH 37°30'00" WEST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 69°00'00" WEST, A DISTANCE OF 96.53 FEET; THENCE SOUTH 77°30'00" WEST, A DISTANCE OF 132.47 FEET; THENCE DUE WEST, A DISTANCE OF 53.55 FEET; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 50.43 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 528.75 FEET; THENCE DUE WEST, A DISTANCE OF 229.88 FEET; THENCE SOUTH 38°30'00" WEST, A DISTANCE OF 336.97 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 84.66 FEET; THENCE NORTH 87°00'00" WEST, A DISTANCE OF 385.00 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 53°00'00" WEST, A DISTANCE OF 44.98 FEET; THENCE NORTH 17°58'31" EAST, A DISTANCE OF 48.78 FEET; THENCE NORTH 17°30'01" EAST, A DISTANCE OF 42.58 FEET; THENCE NORTH 05°35'48" EAST, A DISTANCE OF

56.22 FEET; THENCE NORTH 30°58'49" EAST, A DISTANCE OF 177.31 FEET; THENCE NORTH 28°22'09" EAST, A DISTANCE OF 89.15 FEET; THENCE NORTH 37°18'25" EAST, A DISTANCE OF 61.17 FEET; THENCE NORTH 43°32'39" EAST, A DISTANCE OF 96.59 FEET; THENCE NORTH 50°01'08" EAST, A DISTANCE OF 62.70 FEET; THENCE NORTH 43°57'46" EAST, A DISTANCE OF 82.72 FEET; THENCE NORTH 37°03'07" EAST, A DISTANCE OF 54.64 FEET; THENCE NORTH 31°06'15" EAST, A DISTANCE OF 67.65 FEET; THENCE NORTH 18°09'26" EAST, A DISTANCE OF 67.77 FEET; THENCE NORTH 07°09'41" EAST, A DISTANCE OF 54.53 FEET; THENCE NORTH 21°53'45" EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH 25°58'11" EAST, A DISTANCE OF 85.66 FEET; THENCE NORTH 25°43'47" EAST, A DISTANCE OF 105.13 FEET; THENCE NORTH 25°50'50" EAST, A DISTANCE OF 122.26 FEET; THENCE NORTH 24°34'57" EAST, A DISTANCE OF 97.75 FEET; THENCE NORTH 26°09'15" EAST, A DISTANCE OF 69.59 FEET; THENCE NORTH 26°35'20" EAST, A DISTANCE OF 80.81 FEET; THENCE NORTH 22°25'26" EAST, A DISTANCE OF 89.62 FEET; THENCE NORTH 51°50'48" EAST, A DISTANCE OF 115.12 FEET; THENCE NORTH 48°44'41" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 22°54'45" EAST, A DISTANCE OF 77.65 FEET; THENCE NORTH 15°49'54" EAST, A DISTANCE OF 105.59 FEET; THENCE NORTH 19°32'45" EAST, A DISTANCE OF 91.19 FEET; THENCE NORTH 25°39'29" EAST, A DISTANCE OF 91.60 FEET; THENCE NORTH 49°30'34" EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 32°58'57" EAST, A DISTANCE OF 56.15 FEET; THENCE NORTH 22°05'09" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 26°58'34" EAST, A DISTANCE OF 47.63 FEET; THENCE NORTH 33°22'16" EAST, A DISTANCE OF 36.84 FEET; THENCE NORTH 21°58'38" EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 26°02'42" EAST, A DISTANCE OF 79.59 FEET; THENCE NORTH 30°35'30" EAST, A DISTANCE OF 54.42 FEET; THENCE SOUTH 87°07'17" EAST, A DISTANCE OF 28.56 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 38.02 FEET; THENCE NORTH 89°54'47" EAST, A DISTANCE OF 29.11 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 16.02 FEET; THENCE NORTH 32°32'47" EAST, A DISTANCE OF 56.36 FEET; THENCE NORTH 19°10'52" EAST, A DISTANCE OF 53.59 FEET; THENCE NORTH 02°37'40" WEST, A DISTANCE OF 46.07 FEET; THENCE NORTH 28°13'03" EAST, A DISTANCE OF 39.07 FEET TO THE POINT OF BEGINNING.

## THE KING AND THE BEAR GOLF COURSE HOLES 2 THROUGH 8

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 546.53 FEET; THENCE SOUTH 86°52'20" EAST LEAVING SAID EASTERLY LINE. A DISTANCE OF 423.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 84.82 FEET; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 111.96 FEET; THENCE DUE EAST, A DISTANCE OF 723.14 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 322.95 FEET; THENCE NORTH 83°00'00" EAST, A DISTANCE OF 167.69 FEET; THENCE SOUTH 66°00'00" EAST, A DISTANCE OF 618.14 FEET; THENCE SOUTH 58°00'00" EAST, A DISTANCE OF 238.58 FEET; THENCE SOUTH 20°31'37" EAST, A DISTANCE OF 184.51 FEET; THENCE SOUTH 02°00'00" EAST, A DISTANCE OF 557.66 FEET; THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 93.58 FEET; THENCE SOUTH 41°00'00" WEST, A DISTANCE OF 250.77 FEET; THENCE SOUTH 65°00'00" WEST, A DISTANCE OF 310.02 FEET; THENCE NORTH 22°30'00" WEST, A DISTANCE OF 1054.11 FEET; THENCE NORTH 83°30'00" WEST, A DISTANCE OF 618.05 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 187.09 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 310.28 FEET; THENCE SOUTH 39°00'00" EAST, A DISTANCE OF 144.52 FEET; THENCE SOUTH 25°30'00" EAST, A DISTANCE OF 879.85 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 680.21 FEET; THENCE SOUTH 54°00'00" WEST, A DISTANCE OF 184.43 FEET; THENCE NORTH 58°44'02" WEST, A DISTANCE OF 89.75 FEET; THENCE SOUTH 50°17'53" WEST, A DISTANCE OF 24.41 FEET; THENCE SOUTH 65°00'31" WEST, A DISTANCE OF 74.54 FEET; THENCE NORTH 19°48'08" WEST, A DISTANCE OF 18.09 FEET; THENCE SOUTH 70°41'32" WEST, A DISTANCE OF 35.40 FEET; THENCE SOUTH 75°06'24" WEST, A DISTANCE OF 48.10 FEET; THENCE NORTH 80°24'00" WEST, A DISTANCE OF 74.17 FEET; THENCE NORTH 01°18'47" EAST, A DISTANCE OF 747.17 FEET; THENCE NORTH 18°00'00" WEST, A DISTANCE OF 302.45 FEET; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 708.00 FEET; THENCE NORTH 16°00'00" EAST, A DISTANCE OF 732.25 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 112.55 FEET; THENCE DUE NORTH, A DISTANCE OF 74.27 FEET TO THE POINT OF BEGINNING

## THE KING AND THE BEAR GOLF COURSE CLUB HOUSE

## SIX MILE CREEK NORTH PARCEL 11

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $02^{\circ}00'00''$  EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH  $53^{\circ}30'00''$  EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH  $01^{\circ}00'00''$  EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH  $75^{\circ}00'00''$  EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $85^{\circ}14'30''$  EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $26^{\circ}52'36''$  EAST AND A CHORD DISTANCE OF 74.88 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $78^{\circ}16'12''$  EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $43^{\circ}21'55''$  EAST AND A CHORD DISTANCE OF 125.88 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $15^{\circ}00'00''$  WEST, A DISTANCE OF 202.40 FEET; THENCE NORTH  $75^{\circ}00'00''$  WEST, A DISTANCE OF 455.80 FEET; THENCE SOUTH  $60^{\circ}00'00''$  WEST, A DISTANCE OF 69.38 FEET; THENCE SOUTH  $20^{\circ}00'00''$  WEST, A DISTANCE OF 77.94 FEET; THENCE NORTH  $20^{\circ}00'00''$  WEST A DISTANCE OF 442.40 FEET TO THE POINT OF BEGINNING.

## THE KING AND THE BEAR GOLF COURSE PUMP HOUSE PARCEL

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET; THENCE NORTH  $02^{\circ}00'00''$  EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH  $53^{\circ}30'00''$  EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH  $01^{\circ}00'00''$  EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH  $75^{\circ}00'00''$  EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $85^{\circ}14'30''$  EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $26^{\circ}52'36''$  EAST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $04^{\circ}22'28''$  EAST AND A CHORD DISTANCE OF 74.89 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $04^{\circ}45'38''$  WEST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $30^{\circ}00'00''$  WEST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $10^{\circ}30'00''$  WEST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $09^{\circ}00'00''$  EAST, A DISTANCE OF 755.82 FEET; THENCE SOUTH  $81^{\circ}00'00''$  EAST, A DISTANCE OF 112.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY



ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°37'25" EAST AND A CHORD DISTANCE OF 141.53 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 2.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°00'00" EAST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 12.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°00'00" EAST AND A CHORD DISTANCE OF 18.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.55 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

REVISED 11/03/96

## THE KING AND THE BEAR GOLF MAINTENANCE

## SIX MILE CREEK NORTH PARCEL 14

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  EAST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE SOUTH  $60^{\circ}20'04''$  EAST, A DISTANCE OF 2537.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $53^{\circ}31'34''$  EAST, A DISTANCE OF 255.94 FEET; THENCE SOUTH  $50^{\circ}10'57''$  WEST, A DISTANCE OF 1333.60 FEET; THENCE NORTH  $64^{\circ}30'00''$  WEST, A DISTANCE OF 59.36 FEET; THENCE NORTH  $36^{\circ}27'33''$  EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH  $36^{\circ}27'33''$  EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH  $48^{\circ}39'56''$  EAST, A DISTANCE OF 4.77 FEET; THENCE NORTH  $36^{\circ}01'25''$  EAST, A DISTANCE OF 50.39 FEET; THENCE NORTH  $34^{\circ}28'23''$  EAST, A DISTANCE OF 53.97 FEET; THENCE NORTH  $36^{\circ}57'21''$  EAST, A DISTANCE OF 31.43 FEET; THENCE NORTH  $57^{\circ}34'45''$  EAST, A DISTANCE OF 23.48 FEET; THENCE NORTH  $61^{\circ}50'21''$  EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH  $48^{\circ}16'48''$  EAST, A DISTANCE OF 53.74 FEET; THENCE NORTH  $61^{\circ}28'43''$  EAST, A DISTANCE OF 53.82 FEET; THENCE NORTH  $47^{\circ}25'43''$  EAST, A DISTANCE OF 36.10 FEET; THENCE NORTH  $46^{\circ}42'08''$  EAST, A DISTANCE OF 59.58 FEET; THENCE NORTH  $44^{\circ}39'10''$  EAST, A DISTANCE OF 72.15 FEET; THENCE NORTH  $30^{\circ}27'40''$  EAST, A DISTANCE OF 77.71 FEET; THENCE NORTH  $41^{\circ}51'27''$  EAST, A DISTANCE OF 83.57 FEET; THENCE NORTH  $45^{\circ}36'01''$  EAST, A DISTANCE OF 47.68 FEET; THENCE NORTH  $51^{\circ}56'20''$  EAST, A DISTANCE OF 15.46 FEET; THENCE NORTH  $36^{\circ}22'16''$  EAST, A DISTANCE OF 120.26 FEET; THENCE NORTH  $44^{\circ}20'49''$  EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH  $17^{\circ}57'31''$  EAST, A DISTANCE OF 26.58 FEET; THENCE NORTH  $50^{\circ}20'34''$  EAST, A DISTANCE OF 57.37 FEET; THENCE NORTH  $52^{\circ}46'31''$  EAST, A DISTANCE OF 76.48 FEET; THENCE NORTH  $53^{\circ}36'18''$  EAST, A DISTANCE OF 78.77 FEET; THENCE NORTH  $37^{\circ}11'44''$  EAST, A DISTANCE OF 45.11 FEET; THENCE NORTH  $07^{\circ}40'30''$  EAST, A DISTANCE OF 53.28 FEET; THENCE NORTH  $36^{\circ}28'25''$  EAST, A DISTANCE OF 7.31 FEET; THENCE NORTH  $53^{\circ}31'35''$  WEST, A DISTANCE OF 70.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $80^{\circ}27'05''$  EAST AND A CHORD DISTANCE OF 83.38 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**Articles of Incorporation**

**ARTICLES OF INCORPORATION  
OF  
SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY  
OWNERS ASSOCIATION, INC.  
(a corporation not-for-profit)**

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be Saint Johns - Six Mile Creek North Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 101 E. Town Place - Suite 200, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES.**

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permit No. 4-109-0195-ERP, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein and in Army Corps of Engineers Permit No. 199100108 (MD-MMS).

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

#### IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida except as prohibited herein and by the terms and conditions set forth in the Declaration.

#### V. MEMBERS.

The members ("Members") shall consist of the Developer, each Subassociation and each Owner who is not a member of a Subassociation.

#### VI. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member, other than the Developer, shall be entitled to the number of votes in the Association computed as follows:

1. The Members who are Subassociations shall have the number of votes equal to the number of Assessment Equivalents attributable to the Lots, Building Sites, and Golf Course Parcels owned by Owners who are Members of such Subassociations. The votes of Members who are Subassociations shall be exercised by an officer of the Subassociation designated by the Board of Directors of such Subassociation.

2. The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Lots, Building Sites, or Golf Course Parcels owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

3. The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one vote. The Developer shall have such voting rights for so long as it shall own any portion of the Property, or until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Subassociation or Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of

the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

## VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as it shall own any portion of the Property, the Developer shall have the right to appoint three (3) of the Directors and there shall be two (2) Directors elected by the Members of the Association other than the Developer.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the two (2) elected Directors shall be established at one (1) year. The Developer shall appoint three (3) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

James E. Davidson, Jr.  
101 East Town Place - Suite 200  
St. Augustine, Florida 32092

Eduardo Gil  
101 East Town Place - Suite 200  
St. Augustine, Florida 32092

Sharon P. Davidson  
101 East Town Place - Suite 200  
St. Augustine, Florida 32092

Rick Pariani  
101 East Town Place - Suite 200  
St. Augustine, Florida 32092

William C. Palmer, Jr.  
88-A Main Street  
Hilton Head, SC 29926

### **VIII. OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	James E. Davidson, Jr.
Vice President	Rick Pariani
Treasurer	Eduardo E. Gil
Secretary	Sharon P. Davidson

### **IX. CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

### **X. BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

### **XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

### **XII. INCORPORATOR.**

The name and address of the Incorporator is as follows:

James E. Davidson, Jr.  
101 East Town Place - Suite 200  
St. Augustine, Florida 32092



**XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### **XV. DISSOLUTION OF THE ASSOCIATION.**

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

#### XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 23 day of December, 1998.

Signed, sealed and delivered  
in the presence of:

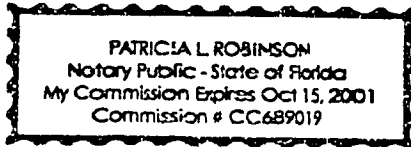
Tracy Bonzetti  
Tracy Bonzetti  
(Print or Type Name)

Cynthia K. Vaughn  
CYNTHIA K. VAUGHN  
(Print or Type Name)

James E. Davidson, Jr.  
Incorporator

STATE OF FLORIDA }  
 } SS  
 COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 23 day of December, 1998, by James E. Davidson, Jr., the Incorporator of SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation.



Patricia L. Robinson  
 (Print Name) Patricia L. Robinson  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally Known ☒ \_\_\_\_\_  
 or Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 101 E. TOWN PLACE - SUITE 200, ST. AUGUSTINE, FLORIDA 32092, HAS NAMED JAMES E. DAVIDSON, JR., WHOSE ADDRESS IS 101 E. TOWN PLACE - SUITE 200, ST. AUGUSTINE, FLORIDA 32092, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

SAINT JOHNS - SIX MILE CREEK  
 NORTH PROPERTY OWNERS  
 ASSOCIATION, INC.

By: [Signature]  
 James E. Davidson, Jr.  
 Incorporator  
 Dated: December 23, 1998

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



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James E. Davidson, Jr.  
Registered Agent

Dated: December 23, 1998

EXHIBIT C

**Bylaws**

**BYLAWS**  
**OF**  
**SAINT JOHNS - SIX MILE CREEK NORTH**  
**PROPERTY OWNERS ASSOCIATION, INC.**

**I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

**II. LOCATION OF PRINCIPAL OFFICE.**

The office of the Saint Johns - Six Mile Creek North Property Owners Association, Inc. ("Association") shall be at 101 E. Town Place - Suite 200, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

**III. VOTING RIGHTS AND ASSESSMENTS.**

A. The Subassociations, the Owners who are not members of a Subassociation, and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot, Building Site or Golf Course Parcel only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

**IV. BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the

1. To call meetings of the Members.

A. The Board of Directors shall have power:

## VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

E. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that it is appointing to the Board.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

## V. ELECTION OF DIRECTORS.

death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.



2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

- (c) To send written notice of each assessment to every Member subject thereto.

## VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

## VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

#### IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

#### X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

## **XI. MEETINGS OF MEMBERS.**

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

## **XII. PROXIES.**

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

**XIII. SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Saint Johns - Six Mile Creek North Property Owners Association, Inc., not for profit, 1998.

**XIV. AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

**XV. INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Saint Johns - Six  
Mile Creek North Property Owners Association, Inc., a  
Florida corporation not-for-profit, effective \_\_\_\_\_,  
19\_\_

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

EXHIBIT D

Common Area

## ACCESS ROAD AT PARCEL B, SAINT JOHNS

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF LOT 11 OF SAID ANTONIO HUERTAS GRANT, SECTION 38 AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 699.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 575.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°00'05" WEST AND A CHORD DISTANCE OF 520.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'51" EAST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°05'21" WEST AND A CHORD DISTANCE OF 283.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°10'32" WEST, A DISTANCE OF 1638.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°21'35" WEST AND A CHORD DISTANCE OF 322.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°53'42" WEST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°26'51" WEST AND A CHORD DISTANCE OF 314.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 270.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°07'22" WEST AND A CHORD DISTANCE OF 265.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 2035.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 124.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 59.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°00'00" WEST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 47.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 62.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 3.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 278.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1570.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°52'38" WEST AND A CHORD DISTANCE OF 1341.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 273.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°30'00" EAST AND A CHORD DISTANCE OF 263.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°00'00" EAST, A DISTANCE OF 34.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°15'00" EAST AND A CHORD DISTANCE OF 50.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°30'00" EAST A DISTANCE OF 32.79 FEET TO THE POINT



OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°30'00" EAST AND A CHORD DISTANCE OF 120.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 66°30'00" WEST, A DISTANCE OF 33.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°38'51" WEST AND A CHORD DISTANCE OF 49.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°36'09" EAST AND A CHORD DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°36'28" WEST AND A CHORD DISTANCE OF 220.82 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'37" EAST AND A CHORD DISTANCE OF 102.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°28'09" EAST, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 238.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°44'05" EAST AND A CHORD DISTANCE OF 234.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 160.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°00'00" EAST AND A CHORD DISTANCE OF 159.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 518.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°30'00" EAST AND A CHORD DISTANCE OF 498.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°00'00" EAST, A DISTANCE OF 34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY

HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°00'00" EAST AND A CHORD DISTANCE OF 94.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 324.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°00'23" WEST AND A CHORD DISTANCE OF 307.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°00'46" WEST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°12'12" WEST AND A CHORD DISTANCE OF 282.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°35'22" WEST, A DISTANCE OF 127.74 FEET; THENCE NORTH 89°37'08" WEST, A DISTANCE OF 121.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°03'31" WEST AND A CHORD DISTANCE OF 194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 414.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 88.68 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 49.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 273.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°37'05" WEST AND A CHORD DISTANCE OF 88.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 75.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°45'00" WEST AND A CHORD DISTANCE OF 142.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 38°00'00" WEST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 697.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°00'00" WEST AND A CHORD DISTANCE OF 649.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1060.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1165.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°30'00" WEST AND A CHORD DISTANCE OF 1107.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°00'00" WEST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°30'00" WEST AND A CHORD DISTANCE OF 199.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°18'37" EAST AND A CHORD DISTANCE OF 164.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°37'13" EAST, A DISTANCE OF 1025.93 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 219.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 663.59 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 242.34 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 265.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°18'37" WEST AND A CHORD DISTANCE OF 234.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°00'00" EAST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 235.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°30'00" EAST AND A CHORD DISTANCE OF 235.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°00'00" EAST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1140.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE, AN ARC DISTANCE OF 1253.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°30'00" EAST AND A CHORD DISTANCE OF 1191.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°00'00" EAST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 594.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°00'00" EAST AND A CHORD DISTANCE OF 553.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°00'00" EAST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°45'00" EAST AND A CHORD DISTANCE OF 94.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°37'05" EAST AND A CHORD DISTANCE OF 133.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°44'10" EAST, A DISTANCE OF 771.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 348.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°03'54" EAST AND A CHORD DISTANCE OF 333.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°36'22" EAST, A DISTANCE OF 258.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'12" EAST AND A CHORD DISTANCE OF 241.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°00'46" EAST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°00'23" EAST AND A CHORD DISTANCE OF 222.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°00'00" WEST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°00'00" WEST, A DISTANCE OF

34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 441.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°30'00" WEST AND A CHORD DISTANCE OF 424.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" WEST AND A CHORD DISTANCE OF 187.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°44'05" WEST AND A CHORD DISTANCE OF 183.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°28'09" WEST, A DISTANCE OF 173.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°17'29" WEST AND A CHORD DISTANCE OF 35.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°44'23" WEST AND A CHORD DISTANCE OF 226.64 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°42'35" EAST AND A CHORD DISTANCE OF 86.92 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 162.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°58'32" EAST AND A CHORD DISTANCE OF 166.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°30'00" WEST AND A CHORD DISTANCE OF 171.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHERLY ALONG THE

ARC OF SAID CURVE, AN ARC DISTANCE OF 350.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°30'00" WEST AND A CHORD DISTANCE OF 337.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1724.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°52'38" EAST AND A CHORD DISTANCE OF 1472.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°14'45" EAST, A DISTANCE OF 2730.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°07'22" EAST AND A CHORD DISTANCE OF 210.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 254.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°26'51" EAST AND A CHORD DISTANCE OF 245.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°53'42" EAST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 439.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°21'35" EAST AND A CHORD DISTANCE OF 413.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°10'32" EAST, A DISTANCE OF 1638.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°05'21" EAST AND A CHORD DISTANCE OF 424.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°59'51" WEST, A DISTANCE OF 98.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 422.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°00'05" EAST AND A CHORD DISTANCE OF 382.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 325.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°53'46" EAST AND A CHORD DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

Roadways

## ACCESS ROAD AT PARCEL B, SAINT JOHNS

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF LOT 11 OF SAID ANTONIO HUERTAS GRANT, SECTION 38 AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 599.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 575.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°00'05" WEST AND A CHORD DISTANCE OF 520.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'51" EAST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°05'21" WEST AND A CHORD DISTANCE OF 283.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°10'32" WEST, A DISTANCE OF 1638.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°21'35" WEST AND A CHORD DISTANCE OF 322.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°53'42" WEST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°26'51" WEST AND A CHORD DISTANCE OF 314.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC



DISTANCE OF 270.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°07'22" WEST AND A CHORD DISTANCE OF 265.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 2035.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 124.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 59.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°00'00" WEST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 47.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 62.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 3.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 278.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1570.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°52'38" WEST AND A CHORD DISTANCE OF 1341.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 273.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°30'00" EAST AND A CHORD DISTANCE OF 263.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°00'00" EAST, A DISTANCE OF 34.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°15'00" EAST AND A CHORD DISTANCE OF 53.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE. THENCE NORTH 66°30'00" EAST, A DISTANCE OF 32.79 FEET TO THE POINT

OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°30'00" EAST AND A CHORD DISTANCE OF 120.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 66°30'00" WEST, A DISTANCE OF 33.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°38'51" WEST AND A CHORD DISTANCE OF 49.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°36'09" EAST AND A CHORD DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°36'28" WEST AND A CHORD DISTANCE OF 220.82 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'37" EAST AND A CHORD DISTANCE OF 102.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°28'09" EAST, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 238.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°44'05" EAST AND A CHORD DISTANCE OF 234.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 160.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°00'00" EAST AND A CHORD DISTANCE OF 159.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 513.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°30'00" EAST AND A CHORD DISTANCE OF 498.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°00'00" EAST, A DISTANCE OF 34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY

HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°00'00" EAST AND A CHORD DISTANCE OF 94.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 324.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°00'23" WEST AND A CHORD DISTANCE OF 307.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°00'46" WEST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°12'12" WEST AND A CHORD DISTANCE OF 282.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°36'22" WEST, A DISTANCE OF 127.74 FEET; THENCE NORTH 89°37'08" WEST, A DISTANCE OF 121.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°03'31" WEST AND A CHORD DISTANCE OF 194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 414.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 88.68 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 49.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 273.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°37'05" WEST AND A CHORD DISTANCE OF 88.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°45'00" WEST AND A CHORD DISTANCE OF 142.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 38°00'00" WEST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 697.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°00'00" WEST AND A CHORD DISTANCE OF 649.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1060.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1165.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°30'00" WEST AND A CHORD DISTANCE OF 1107.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°00'00" WEST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°30'00" WEST AND A CHORD DISTANCE OF 199.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°18'37" EAST AND A CHORD DISTANCE OF 164.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°37'13" EAST, A DISTANCE OF 1025.93 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 219.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 663.59 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 242.34 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 265.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°18'37" WEST AND A CHORD DISTANCE OF 234.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°00'00" EAST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 235.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°30'00" EAST AND A CHORD DISTANCE OF 233.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°00'00" EAST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1140.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE, AN ARC DISTANCE OF 1253.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°30'00" EAST AND A CHORD DISTANCE OF 1191.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°00'00" EAST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 594.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°00'00" EAST AND A CHORD DISTANCE OF 553.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°00'00" EAST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°45'00" EAST AND A CHORD DISTANCE OF 94.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°37'05" EAST AND A CHORD DISTANCE OF 133.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°44'10" EAST, A DISTANCE OF 771.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 348.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°03'54" EAST AND A CHORD DISTANCE OF 333.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°36'22" EAST, A DISTANCE OF 258.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'12" EAST AND A CHORD DISTANCE OF 241.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°00'46" EAST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°00'23" EAST AND A CHORD DISTANCE OF 222.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°00'00" WEST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°00'00" WEST, A DISTANCE OF

34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 441.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°30'00" WEST AND A CHORD DISTANCE OF 424.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" WEST AND A CHORD DISTANCE OF 187.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°44'05" WEST AND A CHORD DISTANCE OF 183.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°28'02" WEST, A DISTANCE OF 173.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°17'29" WEST AND A CHORD DISTANCE OF 85.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°44'23" WEST AND A CHORD DISTANCE OF 226.64 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°42'35" EAST AND A CHORD DISTANCE OF 86.92 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 168.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°58'32" EAST AND A CHORD DISTANCE OF 166.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°30'00" WEST AND A CHORD DISTANCE OF 171.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 54.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHERLY ALONG THE

ARC OF SAID CURVE, AN ARC DISTANCE OF 350.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°30'00" WEST AND A CHORD DISTANCE OF 337.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1724.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°52'38" EAST AND A CHORD DISTANCE OF 1472.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°14'45" EAST, A DISTANCE OF 2730.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°07'22" EAST AND A CHORD DISTANCE OF 210.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 254.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°26'51" EAST AND A CHORD DISTANCE OF 245.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°53'42" EAST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 439.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°21'35" EAST AND A CHORD DISTANCE OF 413.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°10'32" EAST, A DISTANCE OF 1638.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°05'21" EAST AND A CHORD DISTANCE OF 424.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°59'51" WEST, A DISTANCE OF 98.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 422.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°00'05" EAST AND A CHORD DISTANCE OF 382.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 325.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°52'46" EAST AND A CHORD DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

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### **PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS**

**THIS PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS** ("Partial Assignment") is made effective January 6, 2009 by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") in favor of **SAINT JOHNS – SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (the "Association").

#### **Recitals:**

A. Developer is the holder of certain reserved rights, powers, privileges, and authority pursuant to the terms of that certain Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots, recorded in Official Records Book 1479, at page 970, of the public records of St. Johns County, Florida, as subsequently amended and supplemented as of the date hereof (together, the "Declaration").

B. Pursuant to Sections 2.3 and 4.1 of the Declaration, the Developer desires to transfer and assign to the Association, certain rights of architectural review as more particularly described hereafter.

**NOW THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Developer and the Association, the parties agree as follows:

1. The parties agree and confirm that the above-stated recitals are true and correct. All capitalized terms contained in this Partial Assignment, to the extent not otherwise defined herein, shall have the same meanings as such terms are defined by the Declaration.

2. The Developer hereby transfers and assigns to the Association the right to review and approve any modification or alteration of any residential or multi-family dwelling unit located within the Property in accordance with Section 4.1 of the Declaration. The Developer specifically reserves to itself all other rights of review and approval specified in Section 4.1 of the Declaration, including, without limitation, the right to review and approve the initial construction of single family and multi-family dwelling units, and commercial improvements of any description, that are located within the Property.

3. The Association hereby accepts the assignment of all of the rights transferred and assigned hereby.



IN WITNESS WHEREOF, the Developer and the Association have each executed this Partial Assignment as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

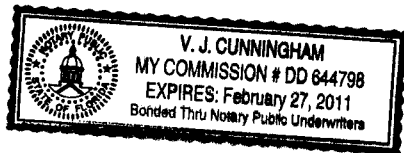
VJ Cunningham  
Name Printed: VJ Cunningham

By: [Signature]  
James E. Davidson, Jr.  
Executive Vice President-Development  
and Administration

Laura Hendricks  
Name Printed: Laura Hendricks

STATE OF FLORIDA       )  
                                      )  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2009, by James E. Davidson, Jr., the Executive Vice President - Development and Administration of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



VJ Cunningham  
(Print Name) VJ Cunningham  
NOTARY PUBLIC, State of ✓  
Florida at Large  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**SAINT JOHNS – SIX MILE CREEK  
NORTH PROPERTY OWNERS  
ASSOCIATION, INC.,** a Florida corporation  
not for profit

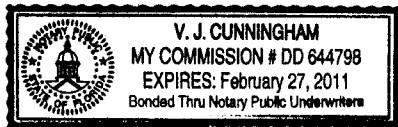
VJ Cunningham  
Name Printed: VJ Cunningham

By: Sherry Davidson  
Sherry Davidson, its President

Laura Hendricks  
Name Printed: Laura Hendricks

STATE OF FLORIDA       )  
  )  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January  
2009, by Sherry Davidson, the President of **SAINT JOHNS – SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC.,** a Florida corporation not for profit, on behalf  
of the corporation.



VJ Cunningham  
(Print Name) VJ Cunningham  
NOTARY PUBLIC, State of  
Florida at Large  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

2  
③  
Prepared by and Return to:

Thomas M. Jenks, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, Florida 32202

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS** ("Third Amendment") is made effective April 18th, 2008, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

**RECITALS**

A. The Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which is recorded in Official Records Book 1479, at Page 970, as amended by First Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots recorded in Official Records Book 1809, at Page 1101, and as amended by Second Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots recorded in Official Records Book 2148, at Page 1117, all of the public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 7.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in a manner that does not materially and adversely affect the value of the any Lot or other building parcel located in the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel located within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this Third Amendment shall have the same meanings as such terms are defined by the Declaration.

2. A new subsection (f) of Section 4.2 is hereby added to the Declaration as follows:

{00164534.DOC.}

(f) To establish reasonable requirements for performance deposits to be delivered by any party seeking architectural approval pursuant to this Article IV, which shall secure such party's construction of improvements in accordance with plans and specifications approved in accordance with this Article IV. In the event all or any portion of such deposits shall be forfeited, the same shall be paid over to the Association.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF**, the Developer and Association have caused this Third Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

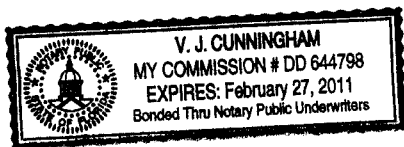
VJ Cunningham  
VJ Cunningham  
(Print Name)  
Sharon King  
SHARON KING  
(Print Name)

By: [Signature]  
James E. Davidson, Jr.  
Its: Executive Vice President of  
Development Administration

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF St. Johns )SS

The foregoing instrument was acknowledged before me this 18th day of April, 2008, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



VJ Cunningham  
Print Name: VJ Cunningham  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

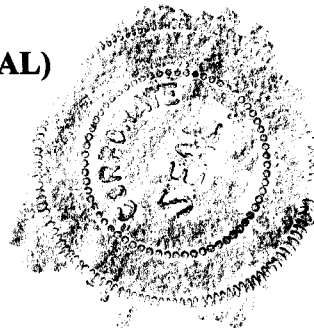
Signed, sealed and delivered  
in the presence of:

VJ Cunningham  
VJ Cunningham  
(Print Name)  
Sharon King  
SHARON KING  
(Print Name)

**SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a  
Florida non-profit corporation**

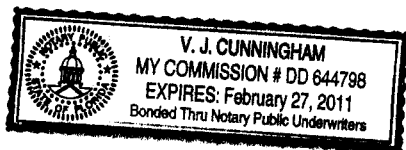
By: Sharon P. Davidson  
Sharon P. Davidson  
President

(CORPORATE SEAL)



STATE OF FLORIDA                    )  
  )SS  
COUNTY OF SF. Johns)

The foregoing instrument was acknowledged before me this 18th day of April, 2008, by Sharon P. Davidson, the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.,** a Florida non-profit corporation, on behalf of the corporation.



VJ Cunningham  
Print Name: VJ Cunningham  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

1  
③  
1945  
Prepared by and Return to:

Thomas M. Jenks, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, Florida 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS** ("Second Amendment") is made effective MARCH 1, 2004, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

**RECITALS**

A. The Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which is recorded in Official Records Book 1479, at Page 970 and amended in Official Records Book 1809, at Page 1101, both of the public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 7.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in a manner that does not materially and adversely affect the value of the any Lot or other building parcel located in the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel located within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Section 6.1 of the Declaration is hereby amended in its entirety as follows:

Section 6.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and related structures and for no other purpose except that one or more Lots may be used for model homes during the development and sale of the Lots or other properties within the Property. No business or commercial building may be erected on any Lot,

and no business may be conducted on any part of a Lot or within any residential dwelling constructed thereon, unless such business shall be approved in advance by the Board of Directors in writing. No Lots shall be subdivided, reduced in size or combined with one (1) or more other Lots, without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided, reduced in size or combined pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, and such reallocation shall be evidenced in writing by recorded covenant or deed restriction.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

**IN WITNESS WHEREOF**, the Developer and Association have caused this Second Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

Anita M. Hampton  
Anita M. Hampton  
(Print Name)  
Laura Longhitano  
Laura Longhitano  
(Print Name)

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

By:

James E. Davidson, Jr.

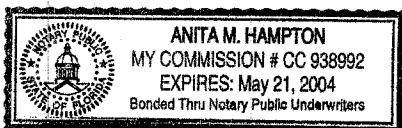
Its:

Executive Vice President of  
Development Administration/Manager

**(CORPORATE SEAL)**

STATE OF FLORIDA )  
)SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration/Manager of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Anita M. Hampton  
Anita M. Hampton  
(Print Name)  
Laura Longhitano  
Laura Longhitano  
(Print Name)

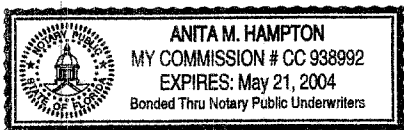
**SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC.,** a  
Florida non-profit corporation

By: [Signature]  
James E. Davidson, Jr.  
President

(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by James E. Davidson, Jr., the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_



2  
3

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

Public Records of  
St. Johns County, FL  
Clerk# 03-003908  
O.R. 1883 PG 90  
11:50AM 01/17/2003  
REC \$13.00 SUR \$2.00

**SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS  
(Unit One, Parcel 4, Tract 4A and Unit 3, Parcel 21)**

**THIS SUPPLEMENTARY DECLARATION** is made effective January 15, 2003,  
by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company( "Developer"), having an  
address of 101 E. Town Place - Suite 200, St. Augustine, Florida 32092.

**W I T N E S S E T H:**

**WHEREAS**, the Developer has executed the Declaration of Covenants and Restrictions for Six  
Mile Creek North which was recorded on March 8, 2000, in Official Records Volume 1479, Pages 970  
through 985, and amended in Official Records Volume 1809, Pages 1101 through 1103, both of the  
public records of St. Johns County, Florida (together, the "Declaration"), thereby submitting all of the  
real property described in the Declaration to the terms thereof;

**WHEREAS**, the Developer is the owner of the real property more particularly described on  
Exhibit A attached hereto and made a part hereof (the "Property").

**WHEREAS**, Section 3.2 of the Declaration allows the Developer to subject the Property to the  
terms and provisions of the Declaration without the consent or joinder of any other party, and the  
Developer desires to hereby subject the Property to all terms and provisions of the Declaration.

**NOW THEREFORE**, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are  
defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed  
and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as  
set forth in the Declaration, as the same may be amended from time to time. In the event of conflict  
between the terms and provisions of the Declaration and this Supplementary Declaration, this  
Supplementary Declaration shall control.

3. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

Anita M. Hampton  
Anita M. Hampton  
(Print Name)  
V. Cunningham  
V. CUNNINGHAM  
(Print Name)

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

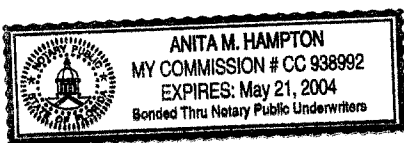
By:

James E. Davidson, Jr.  
Executive Vice President of  
Development and Administration/Manager

101 E. Town Place - Suite 200  
St. Augustine, Florida 32092

STATE OF FLORIDA           )  
  )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2003, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development and Administration/Manager of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
(Print Name Anita M. Hampton)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

EXHIBIT A

## Property

All of Saint Johns Six Mile Creek North Unit 1, Parcel 4, Tract 4A, according to the plat thereof recorded in Map Book 45, Pages 74 through 75 of the public records of St. Johns County, Florida.

All of Saint Johns Six Mile Creek North Unit 3, Parcel 21, according to the plat thereof recorded in Map Book 45, Pages 76 through 77 of the public records of St. Johns County, Florida.

Prepared by and Return to:

2  
③  
Thomas M. Jenks, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
200 W. Forsyth Street, Suite 1400  
Jacksonville, Florida 32202

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS** ("First Amendment") is made effective August 20, 2002, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

**RECITALS**

A. The Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which is recorded in Official Records Book 1479, at Page 970 of the public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 7.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in a manner that does not materially and adversely affect the value of the any Lot or other building parcel located in the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel located within the Property.

**NOW THEREFORE**, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

2. The second sentence of Section 6.1 of the Declaration is hereby amended in its entirety as follows:

No business or commercial building may be erected on any Lot, and no business may be conducted on any part of a Lot or within any residential dwelling constructed thereon, unless such business shall be approved in advance by the Board of Directors in writing.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer and Association have caused this First Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots to be duly executed effective the date and year first above written.

Signed, sealed and delivered  
in the presence of:

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

VJ Cunningham  
VANESSA CUNNINGHAM  
(Print Name)  
Janet Agic  
SANELA AGIC  
(Print Name)

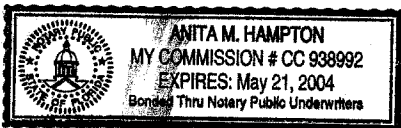
By: **SJ LAND COMPANY**, its managing  
member

By: James E. Davidson Jr.  
Its: Executive Vice President of  
Development Administration

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF St. Johns )SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2002, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development Administration of **SJ LAND COMPANY** as managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission #  
My Commission Expires:  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

0R1809PG1103

Signed, sealed and delivered  
in the presence of:

VT Cunningham  
VANESSA CUNNINGHAM  
(Print Name)  
Janela Agic  
SANELA AGIC  
(Print Name)

SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a  
Florida non-profit corporation

By:

James E. Davidson, Jr.  
President

(CORPORATE SEAL)

STATE OF FLORIDA       )  
  )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August,  
2002, by James E. Davidson, Jr., the President of SAINT JOHNS - SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the  
corporation.



Anita M. Hampton  
Print Name: Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission #  
My Commission Expires:  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

(16)  
6/6/59

Public Records of  
St. Johns County, FL  
Clerk# 00-009712  
O.R. 1479 PG 970  
08:21AM 03/08/2000  
REC \$65.00 SUR \$8.50

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SIX MILE CREEK NORTH RESIDENTIAL LOTS**

**THIS DOCUMENT PREPARED BY:**

**Thomas M. Jenks, Esq.**  
**Pappas Metcalf Jenks Miller & Reinsch, P.A.**  
**200 West Forsyth Street - Suite 1400**  
**Jacksonville, Florida 32202-4327**

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**FOR**  
**SIX MILE CREEK NORTH RESIDENTIAL LOTS**

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- Section 1.2    Benefits and Burdens

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- Section 2.2    Board
- Section 2.3    Developer
- Section 2.4    Limited Common Area
- Section 2.5    Lot
- Section 2.6    Master Covenants
- Section 2.7    Owner
- Section 2.8    Property or Subdivision

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- Section 7.3      Additional Restrictions
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- Section 7.7      Usage
- Section 7.8      Effective Date

**Exhibit A - Property**

**DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

THIS DECLARATION is made this 2nd day of MARCH, 2000, by SJ LAND ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I**

**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II**  
**DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Saint Johns - Six Mile Creek North Property Owners Association, Inc., a Florida corporation not-for-profit.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Developer.** SJ Land Associates, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJ Land Associates, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon SJ Land Associates, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SJ Land Associates, LLC and develop and resell the same.

Section 2.4 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.5 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.6 **Master Covenants.** The Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North recorded in Official Records Book 1374 at page 1850 of the current public records of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

### **ARTICLE III** **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this

Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Saint Johns - Six Mile Creek North; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Master Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

#### **ARTICLE IV** **ARCHITECTURAL CONTROL**

Section 4.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 4.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article IV:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Developer. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article IV. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article IV, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article IV.

**Section 4.3 Variance.** The Developer may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**Section 4.4 Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this

Article IV, the Developer shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer.

## **ARTICLE V**

### **EXTERIOR MAINTENANCE ASSESSMENT**

Section 5.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 5.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 5.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Master Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 6.5, and shall be subordinate to mortgage liens to the extent provided by Section 6.6 of the Master Declaration.

Section 5.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 5.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

## **ARTICLE VI**

### **USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided

pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

**Section 6.2 Lot Coverage and Living Area.** The total ground area to be occupied by residential buildings and structures to be constructed upon the Property shall not exceed those percentages as shall be established by the architectural criteria promulgated pursuant to Article IV hereof. Each detached single family residence constructed upon a Lot shall contain a minimum number of square feet of heated and air conditioned living area as prescribed by such architectural criteria.

**Section 6.3 No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

**Section 6.4 Setbacks.** Front, rear and side building setbacks for all dwellings and related structures shall be as established by the architectural criteria promulgated pursuant to Article IV hereof.

**6.4.1 Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by the Master Declaration.

**6.4.2 Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

**Section 6.5 Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

**6.5.1** A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

**6.5.2** Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 6.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 6.5.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Developer

shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Developer shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article VI of the Master Declaration.

**Section 6.6 Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

**Section 6.7 Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

**Section 6.8 Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

**Section 6.9 Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 6.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article V of this



Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.10 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 6.11 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 6.12 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 6.13 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 6.14 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 6.15 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the

applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

**Section 6.16 Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article V hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

**Section 6.17 Fences.** Except as approved by the Developer pursuant to Article VI hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

**Section 6.18 Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

## **ARTICLE VII** **GENERAL PROVISIONS**

### **Section 7.1 Remedies for Violations.**

7.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

7.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset

against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 7.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 7.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 7.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 7.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 7.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 7.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 7.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

**IN WITNESS WHEREOF**, the Developer has caused this instrument to be executed under seal this 2nd day of MARCH 2000.

Signed, sealed and delivered  
in the presence of:

**SJ LAND ASSOCIATES, L.L.C.**,  
a Delaware limited liability company

By: SJ Land Company, its managing member

By: [Signature]  
James E. Davidson, Jr.  
Executive Vice President of  
Development and Administration

[Signature]  
Name Printed: Fred L. Alian Jr.

[Signature]  
Name Printed: Thomas M. Jenks

STATE OF FLORIDA       )  
  )SS  
COUNTY OF ST JOHNS )

The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2000, by James E. Davidson, Jr., the Executive Vice President of Development and Administration of SJ Land Company, the managing member of **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company, on behalf of the company.

[Signature]  
(Print Name THOMAS M. JENKS)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Exhibit A - Property



Thomas M. Jenks  
MY COMMISSION # CC541881 EXPIRES  
July 13, 2000  
BONDED TITAN TITAN INSURANCE, INC.

EXHIBIT A

(Property)

All of Blocks 7, 8 and 10 of Saint Johns Six Mile Creek North Unit 1 according to the plat thereof recorded in Map Book 37, pages 21 through 44 of the public records of St. Johns County, Florida.

All of Blocks 12, 15, 16, 17 and 18 of Saint Johns Six Mile Creek North Unit 2 according to the plat thereof recorded in Map Book 37, pages 45 through 61 of the public records of St. Johns County, Florida.

## JOINDER AND CONSENT TO ADOPTION AND DEDICATION:

[illegible]

GRANT: James C. Hall  
 PRINT: Marie C. Hall  
 BY: James C. Hall  
 PREP: James C. Hall  
 (FILE)  
 SunTrust Bank, North Florida  
 National Bank Association  
 N.A.A.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28<sup>th</sup> DAY OF OCTOBER 1998, BY LARRY W. NORTON AS Vice President OF SUNTRUST BANK, NORTH FLORIDA, N.A., A NATIONAL BANKING ASSOCIATION, ON BEHALF OF THE ASSOCIATION.

NAME: C-Hai  
 28011 University Court  
 Denver, CO 80202

[CHECK ONE OF THE ABOVE]  
TYPE OF IDENTIFICATION PRODUCED

■ PONTI  
 ■ VEDNA

SJ LAND ASSOCIATES, LLC, A DELAWARE  
LIMITED LIABILITY COMPANY

BY: SJ LAND COMPANY  
ITS MANAGING MEMBER

BY: <i>[Signature]</i>	JAMES E. DAVIDSON	ID: <i>[Signature]</i>
------------------------	-------------------	------------------------

(Corporate seal)

STATE OF FLORIDA /  
/SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF October, 1999, BY JAMES E. DAVIDSON, JR., THE EXECUTIVE VICE PRESIDENT, DEVELOPMENT AND ADMINISTRATION OF SJ LAND COMPANY, ITS MANAGING MEMBER OF SJ LAND ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

TRACY G. BOZZETTI  
Legislative Public, State of Florida  
My comm. exp. Jan. 7, 2003  
Comm. No. CC800708

TRACY G. BOZZETT  
Notary Public, State of FL  
My comm. exp. Jan. 7, 2011  
Comm. No. CC90070

**VICINITY MAP**  
NOT TO SCALE

PREPARED BY:  
PRESSIDENT, HAMMACK & RUCKMAN, INC.  
900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

PREPARED BY:  
PRESSIDENT, HAMMACK & RUCKMAN, INC.  
900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739



**CAPTION**

SIX MILE CREEK NORTH UNIT I

[illegible]

CONTAINING 563.00 ACRES MORE OR LESS.

EXCEPTION PARCEL 1

[illegible]

CONTAINING 63.71 ACRES MORE OR LESS.

EXCEPTION PARCEL 2

[illegible]

CONTAINING 0.02 ACRE (1081 SQUARE FEET) MORE OR LESS.

CONTAINING IN AGGREGATE 499.27 ACRES MORE OR LESS.

PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739



SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

MAP BOOK

37

PAGE

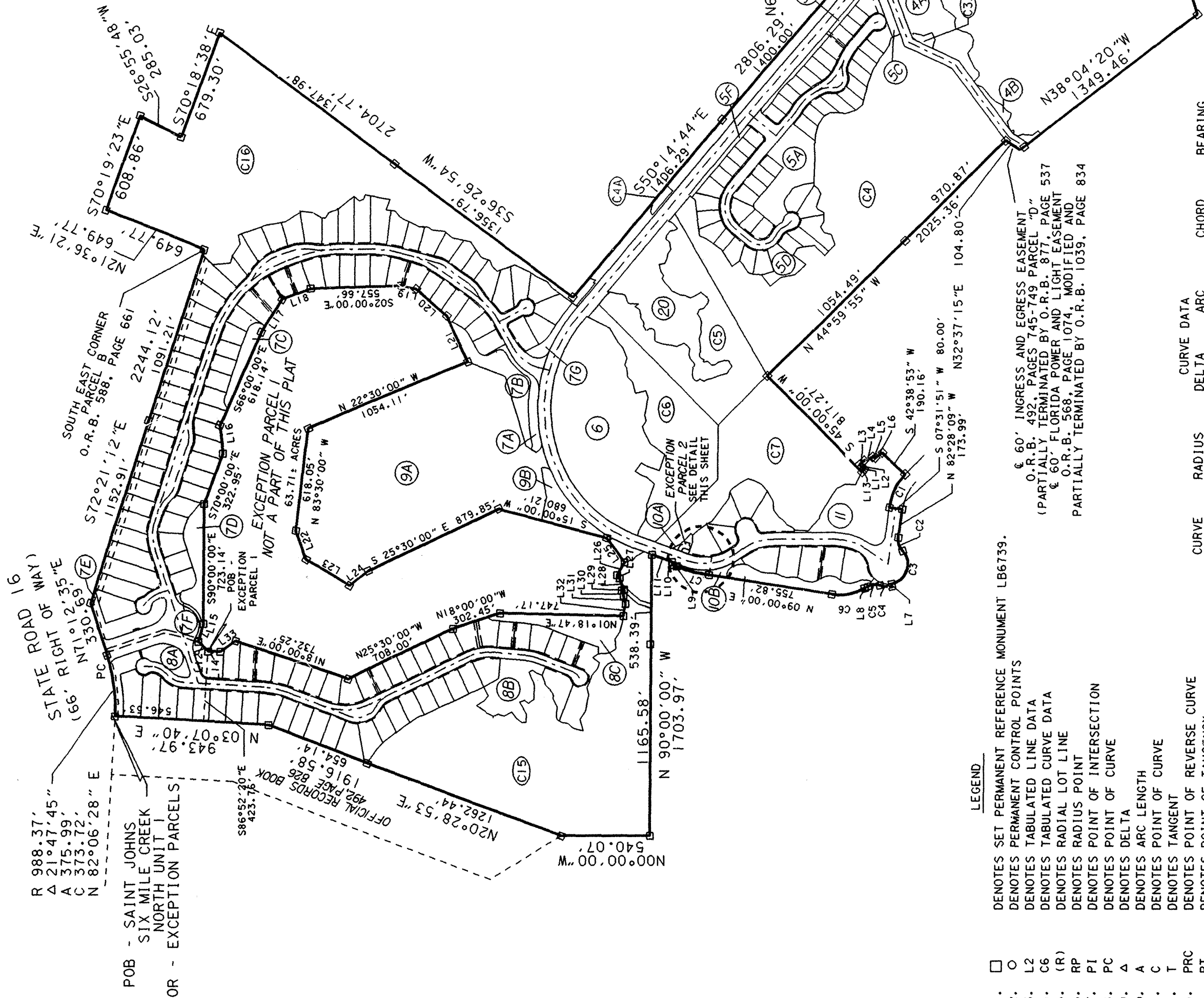
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SHEET 3 OF 24

NOTES:

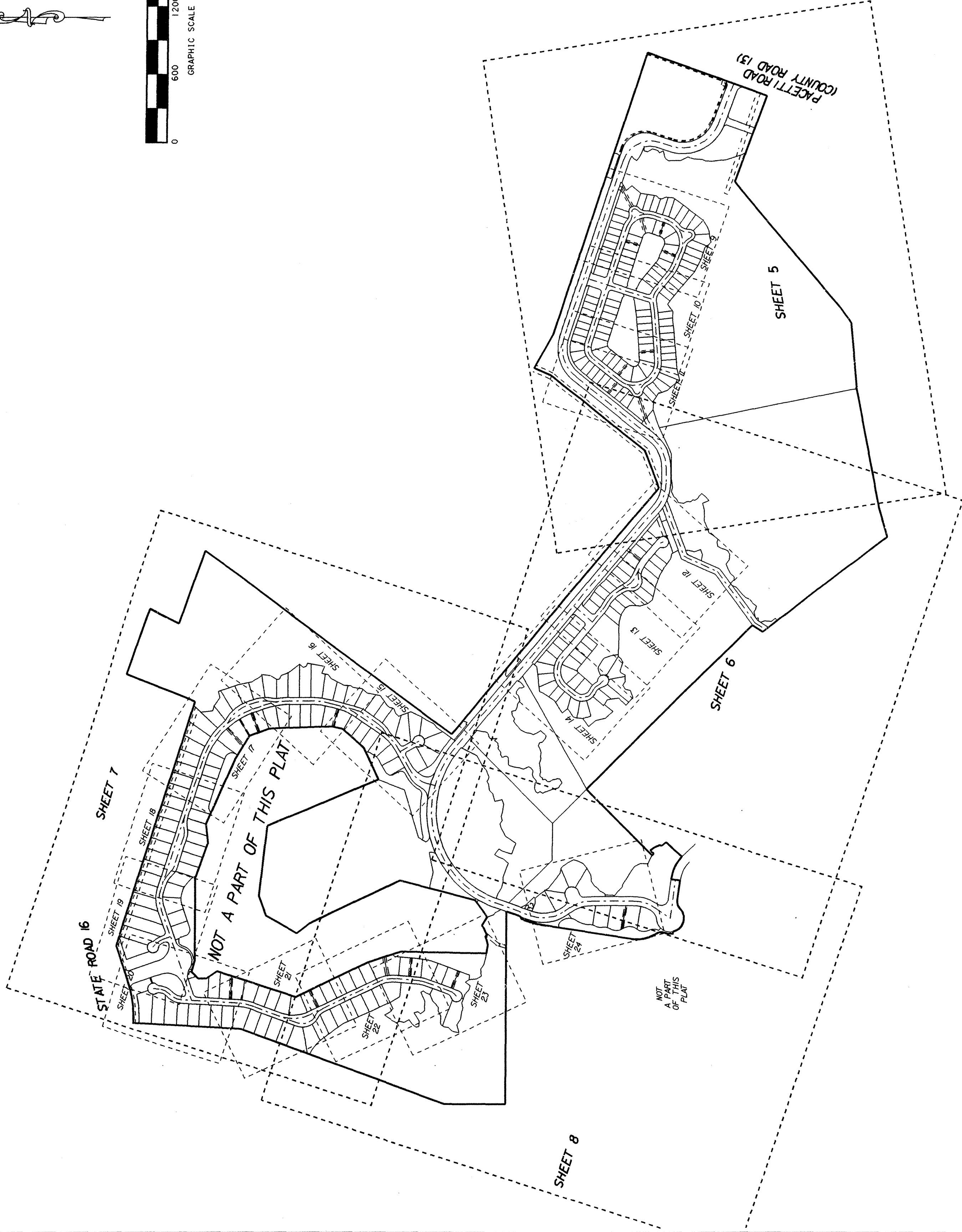
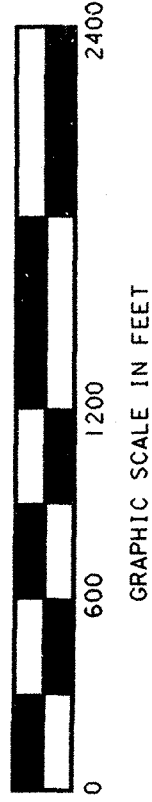
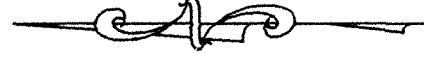
1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATES, EAST ZONE, NAD 83, WITH THE WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD BEING SOUTH 19°47'32" WEST.
2. NOTICE, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THE DEVELOPER SHALL GRANT TO ST. JOHNS COUNTY, FLORIDA, FLORIDA POWER AND LIGHT COMPANY, AND OTHER UTILITY COMPANIES AS NECESSARY, EASEMENTS FOR UTILITIES OVER ALL OR PARTS OF THE PROJECT ROADS, TRACTS AND THOSE AREAS LABELED "UTILITY EASEMENT AREA" ON THE PLAT. SUCH EASEMENTS SHALL BE BY A SEPARATE WRITTEN EASEMENT APART FROM THIS PLAT, WHICH EASEMENT SHALL BE RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, NO LATER THAN THE TIME OF FINAL ACCEPTANCE BY ST. JOHNS COUNTY DEVELOPMENT SERVICES DEPARTMENT OF THE HORIZONTAL IMPROVEMENTS WITHIN THE PLAT.
4. TRACTS & BLOCKS COMBINED TO FORM A CONSECUTIVE NUMBER SYSTEM.
5. LOTS 1, 66, 67, 85, 86 AND 108 BLOCK 3, LOTS 1 AND 47 BLOCK 5, LOTS 1, 6 AND 42, BLOCK 7, LOT 49 BLOCK 8, AND LOTS 6 AND 9, BLOCK 10 HAVE ACCESS RESTRICTED TO A SINGLE RIGHT OF WAY.
6. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERCEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

LINE	BEARING	DISTANCE
L1	N 25° 09' 03" E	18.82'
L2	N 52° 31' 39" E	22.07'
L3	S 38° 19' 34" W	40.06'
L4	S 23° 47' 45" W	54.11'
L5	S 19° 13' 23" W	18.09'
L6	S 37° 00' 00" W	51.11'
L7	S 78° 16' 12" W	15.00'
L8	N 20° 00' 00" W	52.01'
L9	N 75° 53' 04" E	18.12'
L10	N 20° 00' 00" W	131.46'
L11	N 45° 00' 00" E	84.82'
L12	S 54° 50' 15" W	23.41'
L13	N 79° 00' 00" E	174.26'
L14	N 83° 00' 00" W	167.65'
L15	N 83° 00' 00" W	238.68'
L16	S 58° 00' 00" W	184.51'
L17	S 20° 31' 37" E	93.68'
L18	S 12° 00' 00" W	250.77'
L19	S 65° 00' 00" W	310.02'
L20	S 65° 00' 00" W	187.09'
L21	S 30° 00' 00" W	141.69'
L22	S 30° 00' 00" W	184.43'
L23	S 54° 00' 00" W	89.75'
L24	S 50° 17' 53" W	24.41'
L25	S 65° 00' 31" W	74.54'
L26	S 19° 48' 08" W	18.09'
L27	S 70° 41' 32" W	35.40'
L28	N 80° 24' 00" W	78.17'
L29	N 35° 00' 00" W	112.55'



# SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



SAINT JOHNS SIX MILE CREEK NORTH

## UNIT I

A PART OF THE ANTONIO HUERTAS GRANT,  
SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38  
TOWNSHIP 6 SOUTH, RANGE 28 EAST

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38  
TOWNSHIP 6 SOUTH, RANGE 28 EAST



GRAPHIC SCALE IN FEET

LINE TABLE				LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 17°49'28" W	10.00'	L26	S 50°50'57" E	131.80'	L51	S 54°56'04" E	49.08'	L101	S 67°49'26" E	83.18'
L2	S 16°42'47" W	30.32'	L27	S 49°10'59" E	177.13'	L52	S 67°49'26" E	83.18'	L102	S 89°55'13" W	33.76'
L3	S 35°36'10" E	22.93'	L28	S 61°46'05" E	67.85'	L53	S 89°55'13" W	33.76'	L103	S 12°18'10" W	31.24'
L4	N 69°07'50" W	22.93'	L29	S 65°53'24" E	83.34'	L54	S 12°18'10" W	31.24'	L104	E 48°02'40" E	48.02'
L5	N 72°10'32" E	182.56'	L30	S 72°55'18" E	94.66'	L55	S 30°14'10" E	58.02'	L105	S 16°51'45" W	52.07'
L6	N 22°56'48" E	22.00'	L31	S 32°09'08" E	27.01'	L56	S 16°51'45" W	52.07'	L106	S 55°12'57" W	22.17'
L7	N 17°54'47" E	28.09'	L32	S 47°21'11" E	41.41'	L57	S 55°12'57" W	22.17'	L107	S 62°55'08" E	37.01'
L8	N 69°47'26" E	79.27'	L33	N 77°47'40" E	53.34'	L58	S 62°55'08" E	37.01'	L108	S 72°43'04" E	62.83'
L9	N 69°53'21" E	87.27'	L34	N 82°33'12" E	49.03'	L59	S 72°43'04" E	62.83'	L109	S 55°52'01" W	7.31'
L10	S 85°57'52" E	57.59'	L35	N 70°16'54" E	45.37'	L60	S 55°52'01" W	7.31'	L110	S 38°43'47" W	31.60'
L11	N 87°20'30" E	19.11'	L36	N 56°47'40" E	55.43'	L61	S 38°43'47" W	31.60'	L111	S 02°29'24" E	37.33'
L12	S 58°13'53" E	88.20'	L37	N 41°03'12" E	10.26'	L62	S 02°29'24" E	37.33'	L112	S 24°42'32" E	70.63'
L13	S 23°49'12" W	11.73'	L38	N 39°23'17" E	198.40'	L63	S 24°42'32" E	70.63'	L113	S 00°09'18" E	71.92'
L14	S 53°24'24" E	5.70'	L39	N 36°33'22" E	127.65'	L64	S 24°42'32" E	70.63'	L114	S 16°52'41" W	55.58'
L15	S 18°59'00" E	68.01'	L40	N 04°12'51" E	69.80'	L65	S 16°52'41" W	55.58'	L115	S 03°06'10" W	68.45'
L16	S 44°53'53" E	66.35'	L41	N 22°04'43" E	31.21'	L66	S 03°06'10" W	68.45'	L116	S 22°31'49" W	34.69'
L17	S 34°19'14" E	69.68'	L42	N 12°04'19" E	31.21'	L67	S 22°31'49" W	34.69'	L117	S 02°22'27" W	56.66'
L18	N 76°01'59" E	113.59'	L43	S 56°28'16" E	19.92'	L68	S 02°22'27" W	56.66'	L118	S 06°23'38" E	120.15'
L19	N 86°54'35" E	115.78'	L44	N 09°49'27" E	144.43'	L69	S 06°23'38" E	120.15'	L119	S 18°13'58" E	144.78'
L20	N 83°01'43" E	89.31'	L45	N 40°25'43" E	106.13'	L70	S 18°13'58" E	144.78'	L120	S 26°06'05" E	34.84'
L21	N 86°12'31" E	123.95'	L46	N 43°22'05" W	60.90'	L71	S 26°06'05" E	34.84'	L121	S 67°49'26" E	83.18'
L22	N 83°17'43" E	115.19'	L47	N 57°44'37" E	77.72'	L72	S 67°49'26" E	83.18'	L122	S 35°36'10" E	31.17'
L23	S 88°27'16" E	57.45'	L48	S 72°10'32" E	189.81'	L73	N 35°36'10" E	31.17'	L123	S 35°36'10" W	8.66'
L24	N 55°09'40" E	78.94'	L49	S 54°55'35" W	26.13'	L74	S 35°36'10" W	8.66'	L124	S 51°06'18" E	155.21'
L25	S 53°21'22" E	48.80'	L50	S 28°55'45" W	33.08'	L75	S 51°06'18" E	155.21'			

PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
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CERTIFICATION NUMBER LB6739

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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

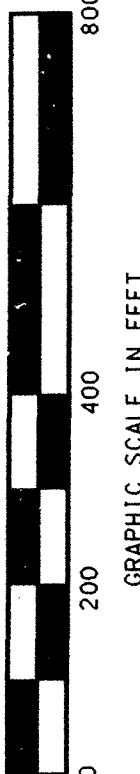
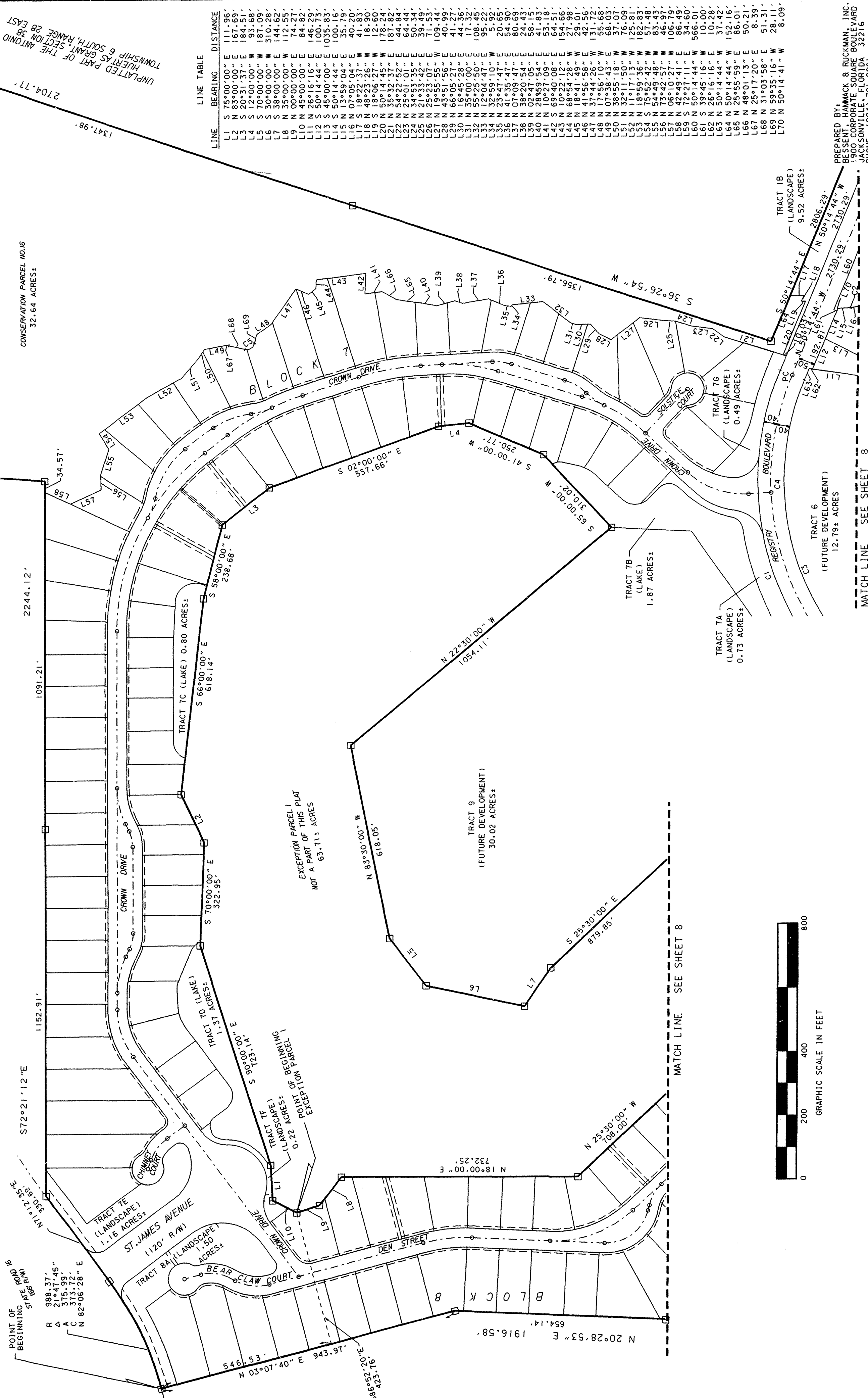
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	900.00'	109°45'16"	1724.02'	1472.26'	N 74°52'38" E
C2	25.00'	06°54'01"	3.01'	3.01'	N 10°32'04" E
C3	820.00'	109°45'16"	1570.77'	1341.39'	S 74°52'38" W
C4	860.00'	109°45'16"	1647.39'	1406.82'	S 74°52'38" W
C5	25.00'	90°39'15"	39.56'	35.56'	N 14°15'39" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 75°00'00" E	111.96'
L2	N 83°00'00" E	167.69'
L3	S 20°31'37" E	184.51'
L4	S 12°00'00" W	93.68'
L5	S 70°00'00" W	187.09'
L6	S 30°00'00" W	310.28'
L7	S 38°00'00" E	144.62'
L8	N 35°00'00" W	112.55'
L9	N 00°00'00" E	74.27'
L10	N 45°00'00" E	84.82'
L11	N 26°16'16" E	146.29'
L12	S 50°14'44" E	100.73'
L13	S 45°00'00" E	103.83'
L14	S 35°44'44" E	190.16'
L15	N 07°05'04" E	40.23'
L16	N 07°05'04" E	41.89'
L17	S 18°23'37" W	18.90'
L18	N 48°23'26" W	12.60'
L19	S 18°06'27" W	178.24'
L20	N 50°14'45" W	187.82'
L21	N 35°32'37" E	44.84'
L22	N 34°22'32" E	50.14'
L23	N 33°51'54" E	39.49'
L24	N 21°33'42" E	71.53'
L25	N 25°23'07" E	109.44'
L26	N 19°55'55" W	40.99'
L27	N 43°51'56" E	41.27'
L28	N 66°05'27" E	44.36'
L29	N 18°45'28" E	44.36'
L30	N 55°29'00" E	108.32'
L31	N 12°04'37" E	95.22'
L32	N 32°59'10" W	51.92'
L33	N 23°47'47" E	20.65'
L34	N 41°35'47" E	54.90'
L35	N 07°09'47" E	80.69'
L36	N 38°20'54" E	24.43'
L37	N 28°55'00" E	48.87'
L38	N 10°27'09" E	53.18'
L39	N 69°40'08" E	64.51'
L40	N 10°22'12" E	154.66'
L41	N 68°54'28" W	27.98'
L42	N 18°41'49" W	29.01'
L43	N 41°56'58" E	42.56'
L44	N 17°54'10" W	25.62'
L45	N 07°38'43" E	68.03'
L46	N 38°55'18" E	37.07'
L47	N 32°11'50" W	76.09'
L48	N 11°17'13" W	125.81'
L49	N 18°59'36" W	182.83'
L50	S 55°52'42" W	57.48'
L51	N 73°49'48" W	82.43'
L52	N 73°49'48" W	106.79'
L53	N 06°10'21" W	106.79'
L54	N 42°49'41" E	86.49'
L55	S 72°27'11" E	34.60'
L56	N 50°14'44" W	566.01'
L57	S 39°45'16" W	10.00'
L58	N 26°16'16" E	10.28'
L59	N 50°14'44" W	37.42'
L60	N 50°14'44" W	152.16'
L61	N 25°55'59" E	86.01'
L62	N 48°01'13" E	50.21'
L63	N 25°17'20" E	8.39'
L64	N 31°03'58" E	51.31'
L65	N 59°35'16" W	28.11'
L66	N 50°14'41" W	8.09'



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1900 CORPORATE SQUARE BOULEVARD  
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CERTIFICATION NUMBER LB6739

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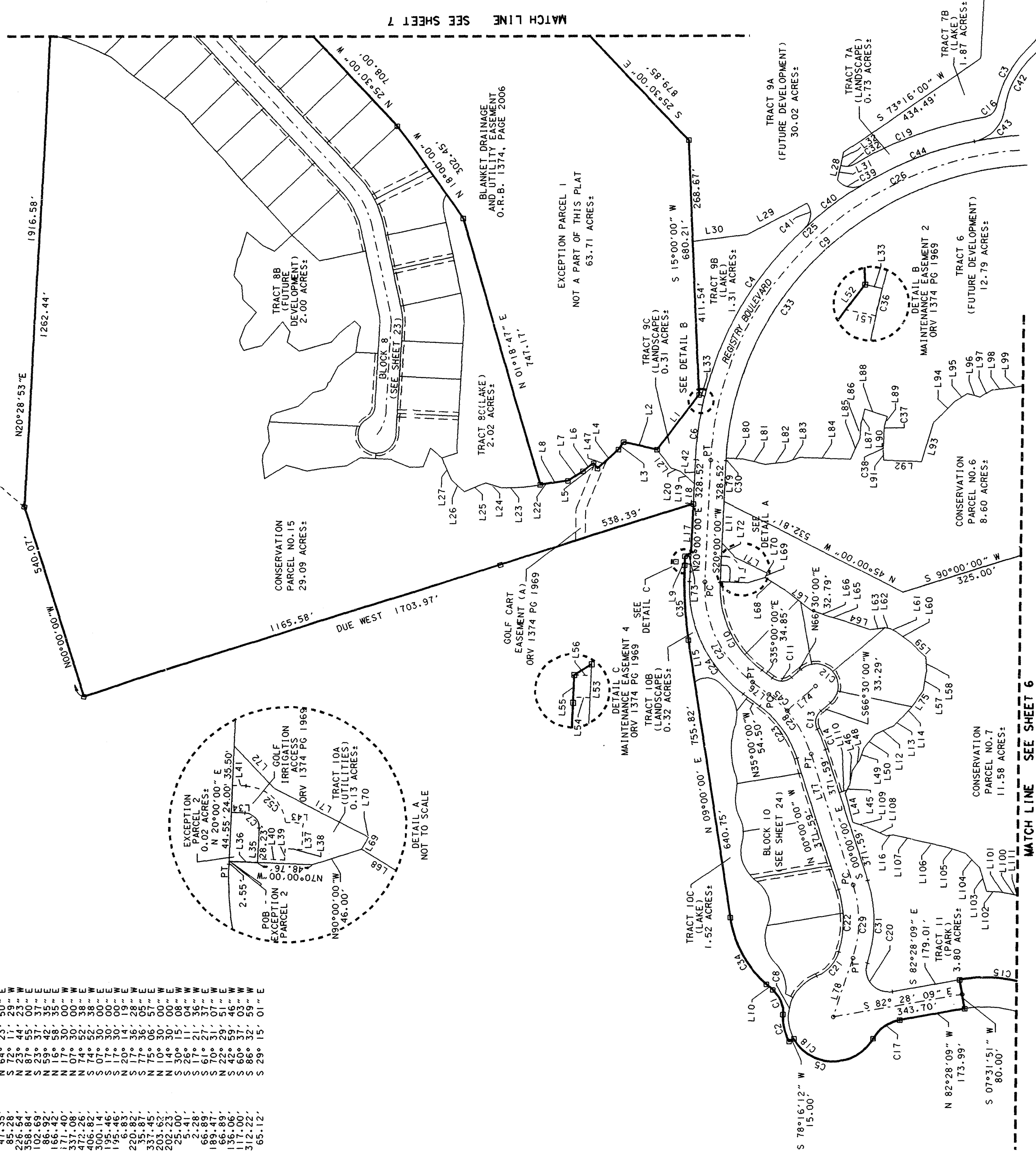


SAINT JOHNS  
SIX MILE CREEK NORTH  
UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

OFFICIAL RECORDS BOOK 492,PAGE 826

CURVE	RADIUS	ARC	CHORD	DELTA	CHORD BEARING
C1	85.00	50° 28' 44"	74.89	72.49	04° 45' 38"
C2	135.00	31° 13' 32"	75.89	74.99	22° 38' 28"
C3	303.00	3° 06' 44"	164.44	162.43	04° 45' 37"
C4	900.00	33° 22' 42"	525.09	517.67	04° 45' 37"
C5	1200.00	12° 13' 05"	323.88	209.11	20° 20' 26"
C6	900.00	11° 00' 53"	152.34	173.37	33° 26' 26"
C7	1200.00	55° 33' 00"	152.34	173.37	04° 45' 38"
C8	820.00	109° 45' 16"	570.77	341.59	22° 38' 28"
C9	285.00	55° 00' 00"	273.53	263.70	04° 45' 37"
C10	40.00	78° 30' 00"	54.80	50.52	04° 45' 37"
C11	120.00	18° 00' 00"	188.50	120.00	04° 45' 37"
C12	60.00	36° 00' 00"	54.80	50.52	04° 45' 37"
C13	30.00	72° 00' 00"	27.40	25.26	04° 45' 37"
C14	360.00	5° 42' 18"	52.85	49.09	04° 45' 37"
C15	965.00	55° 00' 00"	52.85	49.09	04° 45' 37"
C16	360.00	55° 00' 00"	52.85	49.09	04° 45' 37"
C17	42.00	68° 38' 38"	58.10	53.74	04° 45' 37"
C18	100.00	50° 28' 44"	88.10	85.28	04° 45' 37"
C19	120.00	21° 35' 59"	457.45	226.44	04° 45' 37"
C20	958.00	21° 35' 19"	360.97	358.94	04° 45' 37"
C21	160.00	17° 41' 06"	123.24	102.99	04° 45' 37"
C22	285.00	55° 00' 00"	68.88	68.88	04° 45' 37"
C23	285.00	55° 00' 00"	68.88	68.88	04° 45' 37"
C24	365.00	55° 00' 00"	174.10	171.40	04° 45' 37"
C25	900.00	109° 45' 16"	524.02	337.08	04° 45' 37"
C26	860.00	109° 45' 16"	124.02	147.26	04° 45' 37"
C27	325.00	55° 00' 00"	184.39	1406.62	04° 45' 37"
C28	325.00	55° 00' 00"	5.98	5.98	04° 45' 37"
C29	325.00	55° 00' 00"	198.53	195.46	04° 45' 37"
C30	820.00	50° 28' 38"	6.83	6.83	04° 45' 37"
C31	365.00	35° 12' 56"	224.34	220.62	04° 45' 37"
C32	42.00	50° 28' 39"	37.06	33.18	04° 45' 37"
C33	900.00	55° 00' 00"	100.72	100.72	04° 45' 37"
C34	300.00	11° 00' 00"	202.55	202.55	04° 45' 37"
C35	1055.00	01° 35' 30"	25.00	5.41	04° 45' 37"
C36	900.00	12° 25' 40"	5.42	2.88	04° 45' 37"
C37	25.00	13° 15' 28"	13.27	66.91	04° 45' 37"
C38	35.00	83° 51' 28"	173.27	168.91	04° 45' 37"
C39	50.00	83° 51' 28"	173.27	168.91	04° 45' 37"
C40	218.00	36° 2' 59"	138.37	139.06	04° 45' 37"
C41	218.00	36° 2' 59"	138.37	139.06	04° 45' 37"
C42	100.00	71° 36' 32"	124.98	312.22	04° 45' 37"
C43	900.00	19° 58' 39"	65.83	65.83	04° 45' 37"
C44	325.00	11° 29' 49"	31.21	31.21	04° 45' 37"



A vertical graphic scale bar with alternating black and white segments. It is labeled with '0', '200', '400', and '800' at regular intervals. The text 'GRAPHIC SCALE IN FEET' is printed vertically along the right side of the bar.

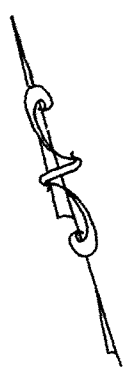
PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

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CIT. JOHNS COUNTY, FLORIDA

MATCH LINE SEE SHEET 10

MATCH LINE SEE SHEET 10

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PREPARED BY: .  
BLESSANT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER 186739

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

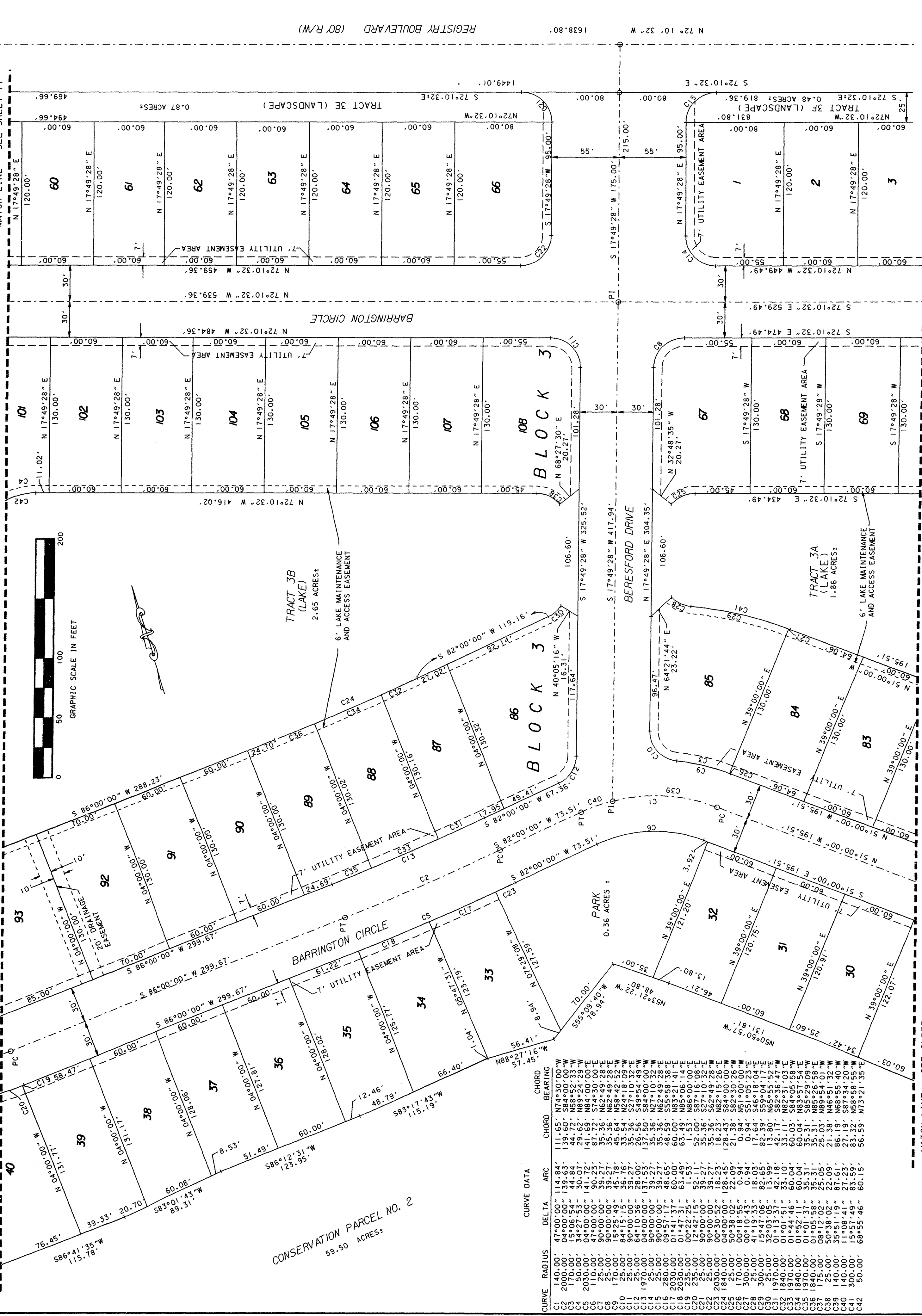
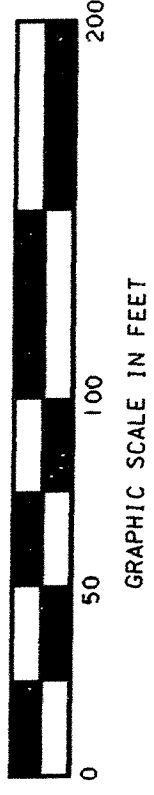
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

MAP BOOK 37 PAGE 30

SHEET 10 OF 24

MATCH LINE SEE SHEET 11

MATCH LINE SEE SHEET 11





SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

MAP BOOK

37

PAGE

31

SHEET 11 OF 24

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38,  
TOWNSHIP 6 SOUTH, RANGE 28 EAST  
(PARTIAL) 60' INGRESS AND EGRESS EASEMENT  
TERMINATED BY 45' 19' PARCEL D  
O.R.B. 568 PAGE 1074 LIGHT EASEMENT  
PARTIALLY TERMINATED BY O.R.B. 1039, PAGE 834

TRACT 3D  
(LANDSCAPE)  
0.59 ACRES±

TRACT 1B  
(LANDSCAPE)  
9.92 ACRES±

TRACT 3E (LANDSCAPE)  
0.87 ACRES±

CONSERVATION  
PARCEL C2  
59.30 ACRES±

TRACT 3B  
(LAKE)  
2.65 ACRES±

CURVE DATA

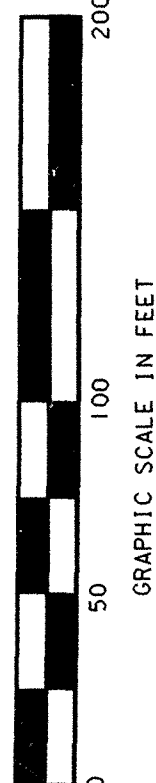
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	205.00'	132°53'42"	475.49'	375.84'	N27°33'09"W
C2	125.00'	68°55'46"	150.38'	141.47'	N73°21'35"E
C3	205.00'	62°03'43"	222.05'	211.36'	N62°58'09"W
C4	125.00'	49°52'33"	108.81'	105.41'	N56°52'34"W
C5	25.00'	152°06'21"	66.37'	48.53'	N05°45'40"W
C6	125.00'	49°52'33"	108.81'	105.41'	N45°21'13"E
C7	205.00'	68°55'46"	150.38'	141.47'	N73°21'35"E
C8	235.00'	68°55'46"	150.38'	141.47'	N73°21'35"E
C9	100.00'	48°05'33"	128.32'	83.94'	N33°42'40"W
C10	100.00'	48°05'33"	128.32'	83.94'	N33°42'40"W
C11	100.00'	48°05'33"	128.32'	83.94'	N33°42'40"W
C12	100.00'	48°05'33"	128.32'	83.94'	N33°42'40"W
C13	235.00'	62°48'40"	257.62'	244.91'	N62°35'40"E
C14	175.00'	132°53'42"	405.90'	320.84'	N27°33'09"W
C15	95.00'	68°55'46"	114.29'	107.52'	N73°21'35"E
C16	235.00'	13°08'21"	53.90'	53.78'	N74°21'07"E
C17	235.00'	12°45'31"	52.33'	52.22'	N61°24'08"E
C18	235.00'	12°45'31"	52.33'	52.22'	N61°24'08"E
C19	100.00'	08°34'43"	124.97'	124.62'	N48°38'31"E
C20	100.00'	08°34'43"	124.97'	124.62'	N48°38'31"E
C21	100.00'	36°18'25"	63.37'	62.31'	N57°55'21"E
C22	100.00'	61°43'31"	53.87'	51.30'	N48°25'10"E
C23	100.00'	03°12'25"	5.60'	5.60'	S77°40'47"E
C24	50.00'	47°09'23"	41.15'	40.00'	S06°01'20"W
C25	100.00'	18°59'21"	33.15'	32.99'	S58°15'53"W

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C26	50.00'	38°09'35"	33.30'	32.69'	S48°40'50"W
C27	50.00'	38°09'35"	33.30'	32.69'	S48°40'50"W
C28	100.00'	28°06'11"	50.79'	50.35'	S27°33'09"W
C29	235.00'	16°41'12"	68.44'	68.30'	S30°33'06"W
C30	155.00'	03°22'48"	9.14'	9.14'	S40°35'06"W
C31	260.00'	01°18'34"	5.94'	5.94'	N39°24'22"E
C32	155.00'	03°22'48"	9.14'	9.14'	S52°08'45"W
C33	260.00'	21°01'27"	95.41'	94.87'	N50°43'26"E
C34	155.00'	19°44'30"	53.41'	53.14'	S71°53'15"W
C35	260.00'	21°01'27"	95.41'	94.87'	N50°43'26"E
C36	260.00'	21°01'27"	95.41'	94.87'	N50°43'26"E
C37	260.00'	21°01'27"	95.41'	94.87'	N50°43'26"E
C38	155.00'	05°46'51"	15.64'	15.43'	N76°03'58"W
C39	260.00'	08°12'00"	25.05'	25.02'	N83°54'00"W
C40	175.00'	47°59'20"	146.57'	142.33'	N61°48'20"W
C41	50.00'	44°14'41"	38.61'	37.66'	N71°52'39"E
C42	50.00'	44°14'41"	38.61'	37.66'	N71°52'39"E
C43	175.00'	48°13'42"	147.30'	142.99'	N13°41'49"W
C44	50.00'	51°18'56"	44.18'	43.30'	S24°05'51"W
C45	50.00'	51°18'56"	44.18'	43.30'	S24°05'51"W
C46	50.00'	34°28'05"	32.58'	32.58'	S24°33'32"E
C47	95.00'	34°28'05"	32.58'	32.58'	S24°33'32"E
C48	50.00'	34°27'53"	30.08'	29.62'	S58°07'38"E
C49	50.00'	34°27'53"	30.08'	29.62'	S58°07'38"E
C50	50.00'	34°27'53"	30.08'	29.62'	S58°07'38"E

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C51	50.00'	68°55'46"	60.15'	56.59'	N73°21'35"E
C52	50.00'	132°53'42"	115.97'	91.67'	N27°33'09"W
C53	235.00'	12°42'15"	52.11'	52.00'	S87°16'08"E
C54	365.00'	68°55'46"	439.69'	317.83'	S73°21'35"E
C55	260.00'	68°55'46"	187.32'	180.87'	N05°45'40"W
C56	260.00'	68°55'46"	187.32'	180.87'	N05°45'40"W
C57	260.00'	68°55'46"	187.32'	180.87'	N05°45'40"W



PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
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JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

E:\08134 RIVER TRACT\PLATTING\311.PLT

SAINT JOHNS SIX MILE CREEK NORTH UNIT I

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

SHEET 12 OF 24  
MATCH LINE SEE SHEET 13

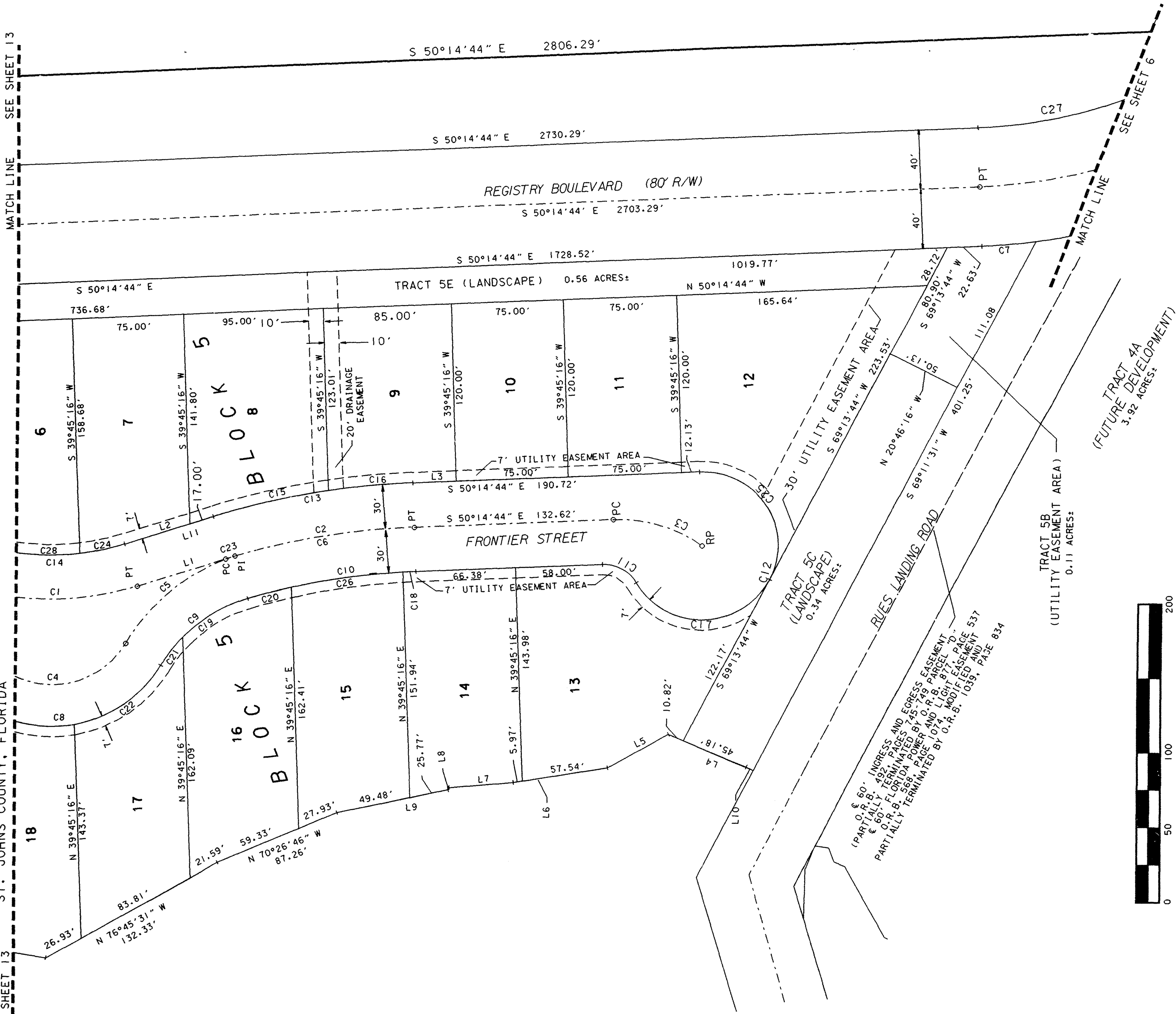
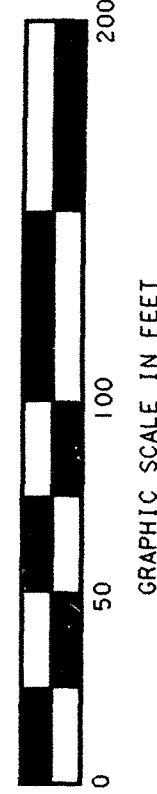
MATCH LINE SEE SHEET 13

CONSERVATION PARCEL NO. 4  
31.21 ACRES  
(SEE SHEET 6)

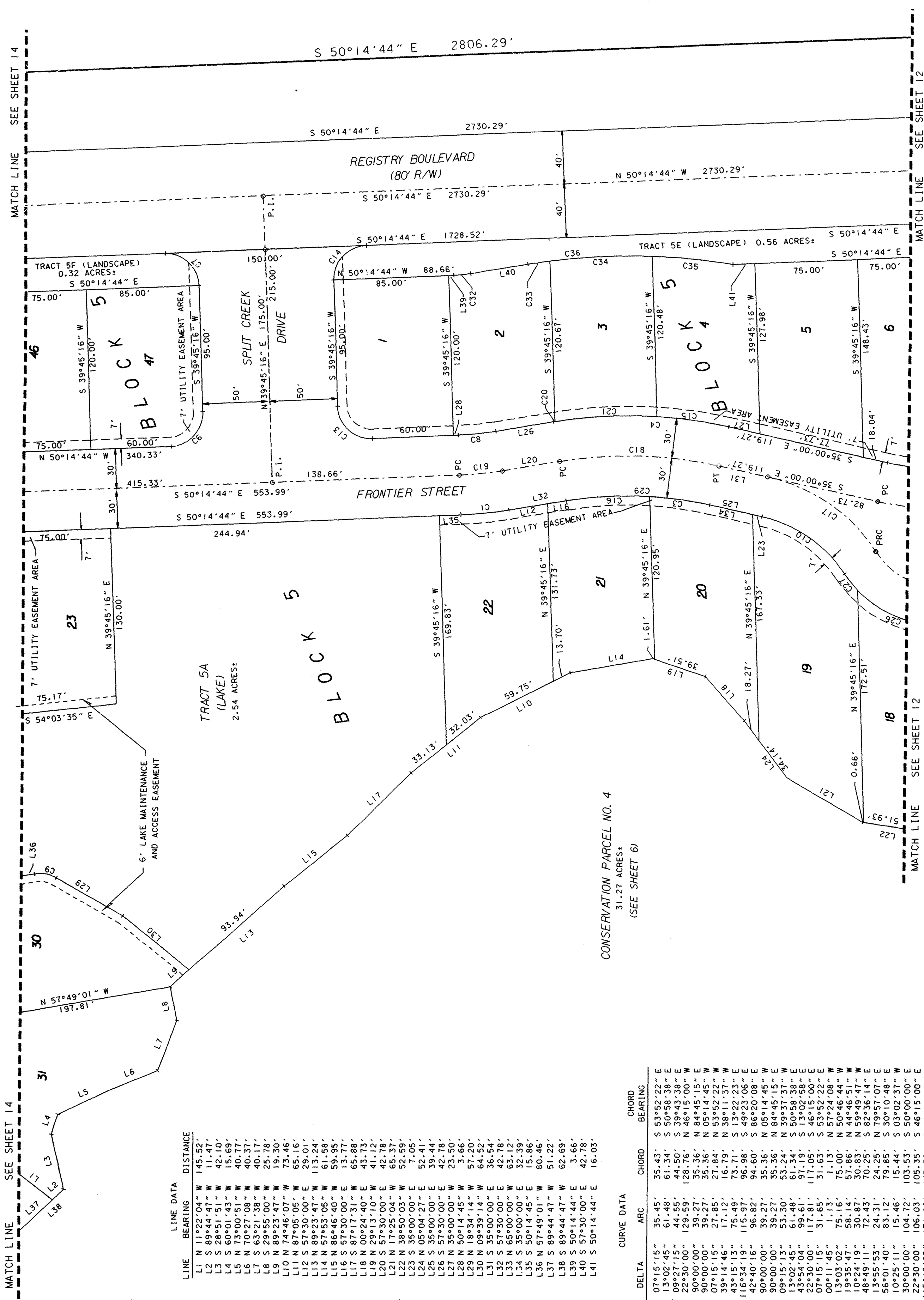
LINE DATA		
LINE	BEARING	DISTANCE
L1	S 65°00'00" E	63.12'
L2	N 65°00'00" W	46.12'
L3	N 50°14'44" W	28.59'
L4	N 25°01'25" W	56.00'
L5	N 77°30'17" W	45.90'
L6	N 56°50'38" W	63.51'
L7	N 52°34'31" W	43.02'
L8	S 67°01'54" W	1.48'
L9	N 59°50'04" W	75.25'
L10	N 25°46'16" W	5.26'
L11	N 65°00'00" W	63.12'

CURVE DATA			
CURVE	RADIUS	DELTA	ARC
C1	200.00'	30°00'00"	104.72'
C2	500.00'	14°45'15"	128.76'
C3	94.38'	37°59'37"	62.58'
C4	57.00'	116°34'19"	115.97'
C5	130.00'	42°40'16"	96.82'
C6	500.00'	13°59'33"	122.11'
C7	390.00'	05°16'02"	35.85'
C8	85.00'	115°16'02"	171.00'
C9	100.00'	43°41'16"	76.25'
C10	470.00'	13°56'38"	114.38'
C11	25.00'	62°10'55"	27.13'
C12	50.00'	242°10'55"	211.34'
C13	530.00'	14°45'15"	136.48'
C14	170.00'	30°00'00"	89.01'
C15	530.00'	08°38'39"	79.96'
C16	530.00'	06°06'36"	56.52'
C17	50.00'	122°42'26"	107.02'
C18	470.00'	01°03'01"	8.61'
C19	100.00'	29°45'24"	51.94'
C20	470.00'	03°41'47"	30.32'
C21	100.00'	13°55'53"	24.31'
C22	85.00'	48°49'11"	72.43'
C23	500.00'	00°45'42"	6.65'
C24	170.00'	10°24'19"	30.87'
C25	50.00'	119°28'29"	104.26'
C26	470.00'	09°11'51"	75.45'
C27	310.00'	39°45'16"	215.09'
C28	170.00'	19°35'47"	58.14'

PREPARED BY:  
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CERTIFICATION NUMBER LB6739

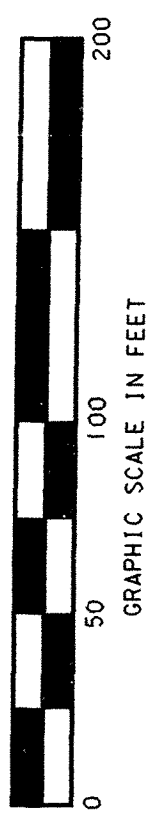


SAINT JOHNS SIX MILE CREEK NORTH UNIT 1  
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



LINE DATA		
LINE	BEARING	DISTANCE
L1	N 11°22'04" W	145.52'
L2	S 89°44'47" W	11.47'
L3	S 28°51'51" W	42.10'
L4	S 60°01'43" W	15.69'
L5	N 73°00'51" W	40.77'
L6	N 70°27'08" W	40.37'
L7	S 63°21'38" W	40.17'
L8	S 29°55'00" W	25.78'
L9	N 89°23'47" W	19.30'
L10	N 74°46'07" W	73.48'
L11	N 87°05'05" W	65.16'
L12	S 57°30'00" E	29.01'
L13	N 89°23'47" W	113.24'
L14	N 57°53'05" W	61.58'
L15	N 86°48'40" W	59.95'
L16	S 57°30'00" E	33.77'
L17	S 87°17'31" W	65.88'
L18	N 00°24'40" W	43.73'
L19	N 29°13'10" W	41.12'
L20	S 57°30'00" E	42.78'
L21	N 17°25'04" W	65.37'
L22	N 38°50'03" W	52.59'
L23	S 35°00'00" E	7.05'
L24	N 05°04'27" E	52.41'
L25	S 35°00'00" E	39.44'
L26	S 57°30'00" E	42.78'
L27	N 35°00'00" W	23.50'
L28	N 50°14'44" W	3.66'
L29	N 18°34'14" W	57.20'
L30	N 09°39'14" W	64.52'
L31	S 35°00'00" E	36.54'
L32	S 57°30'00" E	42.78'
L33	N 65°00'00" W	63.12'
L34	S 35°00'00" E	32.39'
L35	S 50°14'44" E	15.86'
L36	N 57°49'01" W	80.46'
L37	S 89°44'47" W	51.22'
L38	S 89°44'47" W	62.69'
L39	S 50°14'44" E	3.66'
L40	S 57°30'00" E	42.78'
L41	S 50°14'44" E	16.03'

CURVE DATA		
CURVE RADIUS	DELTA	ARC
C1	280.00'	07°15'15"
C2	270.00'	13°02'45"
C3	270.00'	09°27'15"
C4	330.00'	22°30'00"
C6	25.00'	90°00'00"
C7	25.00'	90°00'00"
C8	220.00'	07°15'15"
C9	25.00'	39°14'46"
C10	100.00'	43°15'13"
C11	57.00'	16°34'19"
C12	130.00'	42°40'16"
C13	25.00'	90°00'00"
C14	25.00'	90°00'00"
C15	330.00'	09°15'13"
C16	270.00'	13°02'45"
C17	130.00'	43°15'13"
C18	300.00'	22°30'00"
C19	250.00'	07°15'15"
C20	330.00'	00°11'45"
C21	330.00'	13°03'02"
C22	170.00'	19°35'47"
C23	170.00'	10°24'19"
C24	85.00'	48°49'11"
C25	100.00'	13°55'53"
C26	85.00'	56°01'40"
C27	85.00'	10°25'11"
C28	200.00'	30°00'00"
C29	270.00'	22°30'00"
C30	85.00'	11°16'02"
C32	100.00'	07°15'15"
C33	450.00'	02°05'03"
C34	450.00'	09°33'38"
C35	450.00'	07°35'27"
C36	450.00'	19°14'08"



PREPARED BY:  
BESSANT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
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CERTIFICATION NUMBER LB6739

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SAINT JOHNS SIX MILE CREEK NORTH UNIT I

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

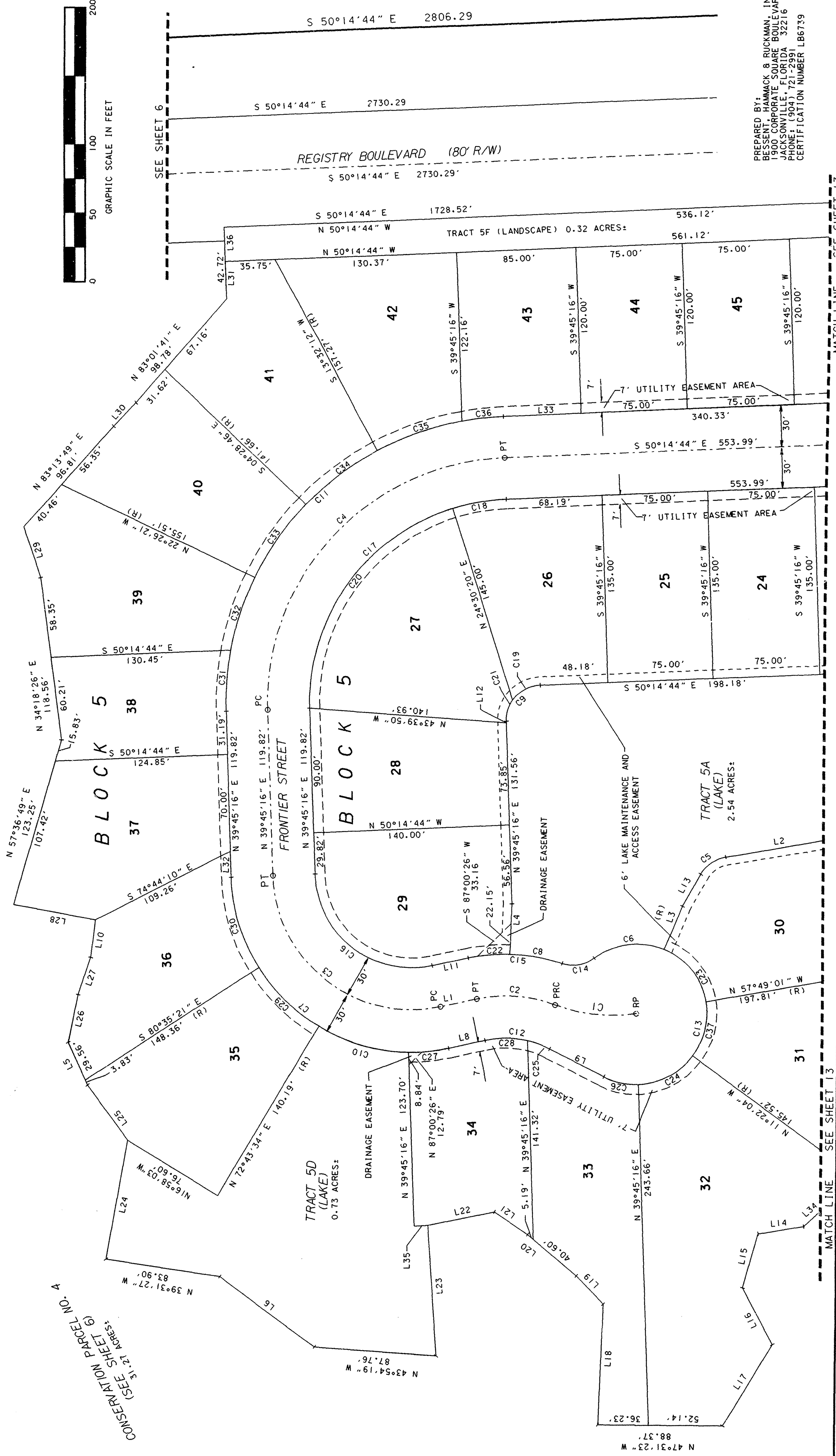
LINE DATA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 60°00'00" W	26.33'	L18	N 43°58'20" E	86.68'
L2	N 57°49'01" W	80.46'	L19	N 01°19'39" W	27.92'
L3	S 64°33'09" W	33.52'	L20	N 08°07'47" W	45.79'
L4	N 43°37'18" E	36.47'	L21	N 13°48'38" W	28.70'
L5	N 16°33'18" E	33.39'	L22	N 59°10'51" W	48.65'
L6	N 11°25'56" W	84.77'	L23	S 37°59'53" E	93.73'
L7	N 39°31'27" W	33.65'	L24	N 52°15'55" E	86.08'
L8	S 60°00'00" E	26.33'	L25	N 05°27'18" E	49.03'
L9	S 21°00'10" E	43.46'	L26	N 53°19'33" E	34.53'
L10	N 48°37'52" E	27.32'	L27	N 60°50'13" E	28.12'
L11	N 60°00'00" E	26.33'	L28	N 37°38'25" W	59.81'
L12	S 39°45'15" W	1.15'	L29	N 23°55'25" E	38.37'
L13	N 71°25'45" E	26.18'	L30	N 85°18'03" E	23.27'
L14	N 57°13'31" W	32.46'	L31	S 39°45'16" W	18.63'
L15	S 57°40'43" W	39.78'	L32	S 50°14'44" W	55.33'
L16	S 14°19'29" W	46.26'	L33	S 89°44'47" W	51.22'
L17	S 72°17'16" W	67.51'	L34	S 50°46'08" E	13.00'
			L35	N 39°45'16" E	25.00'

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	116.93'	28°49'57"	58.84'	N 41°43'41" W	
C2	100.00'	32°41'17"	57.05'	N 43°39'21" W	
C3	100.00'	99°45'15"	174.10'	N 10°07'22" W	
C4	175.00'	90°00'00"	274.89'	N 84°45'15" E	
C5	25.00'	50°45'13"	22.15'	N 83°11'37" W	
C6	50.00'	99°48'57"	52.20'	N 55°21'20" W	
C7	130.00'	99°45'15"	276.34'	N 10°07'22" W	
C8	130.00'	16°48'41"	38.14'	N 37°58'25" W	
C9	25.00'	90°00'00"	39.27'	N 84°45'15" E	
C10	130.00'	29°55'43"	67.90'	N 32°14'15" E	
C11	205.00'	90°00'00"	322.01'	N 40°30'00" E	
C12	70.00'	244°15'49"	47.65'	N 36°51'56" E	
C13	50.00'	244°15'49"	213.16'	N 36°51'56" E	
C14	25.00'	29°57'35"	67.57'	N 41°43'41" W	
C15	130.00'	99°45'15"	276.34'	N 10°07'22" W	
C16	70.00'	99°45'15"	121.87'	N 10°07'22" W	
C17	145.00'	90°00'00"	237.77'	N 84°45'15" E	
C18	145.00'	15°14'56"	58.59'	N 57°52'12" E	
C19	25.00'	53°07'48"	23.18'	N 76°48'39" W	

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C20	145.00'	74°45'04"	189.18'	176.04'	N 77°07'48" E
C21	25.00'	36°52'12"	16.09'	15.81'	S 58°11'21" W
C22	130.00'	13°08'53"	29.83'	29.77'	N 52°56'38" W
C23	50.00'	57°37'51"	50.29'	48.20'	N 03°22'04" E
C24	50.00'	51°07'19"	44.61'	43.15'	S 75°48'24" E
C25	70.00'	14°07'07"	17.25'	17.21'	S 28°03'34" E
C26	50.00'	29°14'42"	25.52'	25.25'	S 35°37'06" E
C27	130.00'	12°47'51"	29.04'	28.98'	S 53°36'04" E
C28	130.00'	24°52'53"	30.40'	30.16'	S 47°33'34" E
C29	130.00'	26°41'05"	60.54'	60.00'	S 03°55'54" E
C30	130.00'	30°20'37"	68.85'	68.05'	S 24°34'57" W
C31	205.00'	12°20'24"	44.15'	44.07'	S 45°55'27" W
C32	205.00'	15°28'00"	55.34'	55.17'	S 59°49'39" W
C33	205.00'	17°57'35"	64.26'	64.00'	S 76°32'27" W
C34	205.00'	18°00'58"	64.46'	64.20'	N 85°28'17" W
C35	205.00'	17°53'44"	64.03'	63.77'	N 67°30'56" W
C36	205.00'	08°19'20"	29.77'	29.75'	N 54°24'24" W
C37	50.00'	46°26'57"	40.54'	39.43'	N 55°24'28" E



PREPARED BY:  
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CERTIFICATION NUMBER LB6739

MATCH LINE SEE SHEET 13

MATCH LINE SEE SHEET 13

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

SHEET 15 OF 24

BLANKET DRAINAGE  
AND UTILITY EASEMENT  
O.R.B. 1374, PAGE 2006

TRACT 7B  
(LAKE)  
1.87 ACRES:

EXCEPTION PARCEL 1  
NOT A PART OF THIS PLAT  
63.71: ACRES

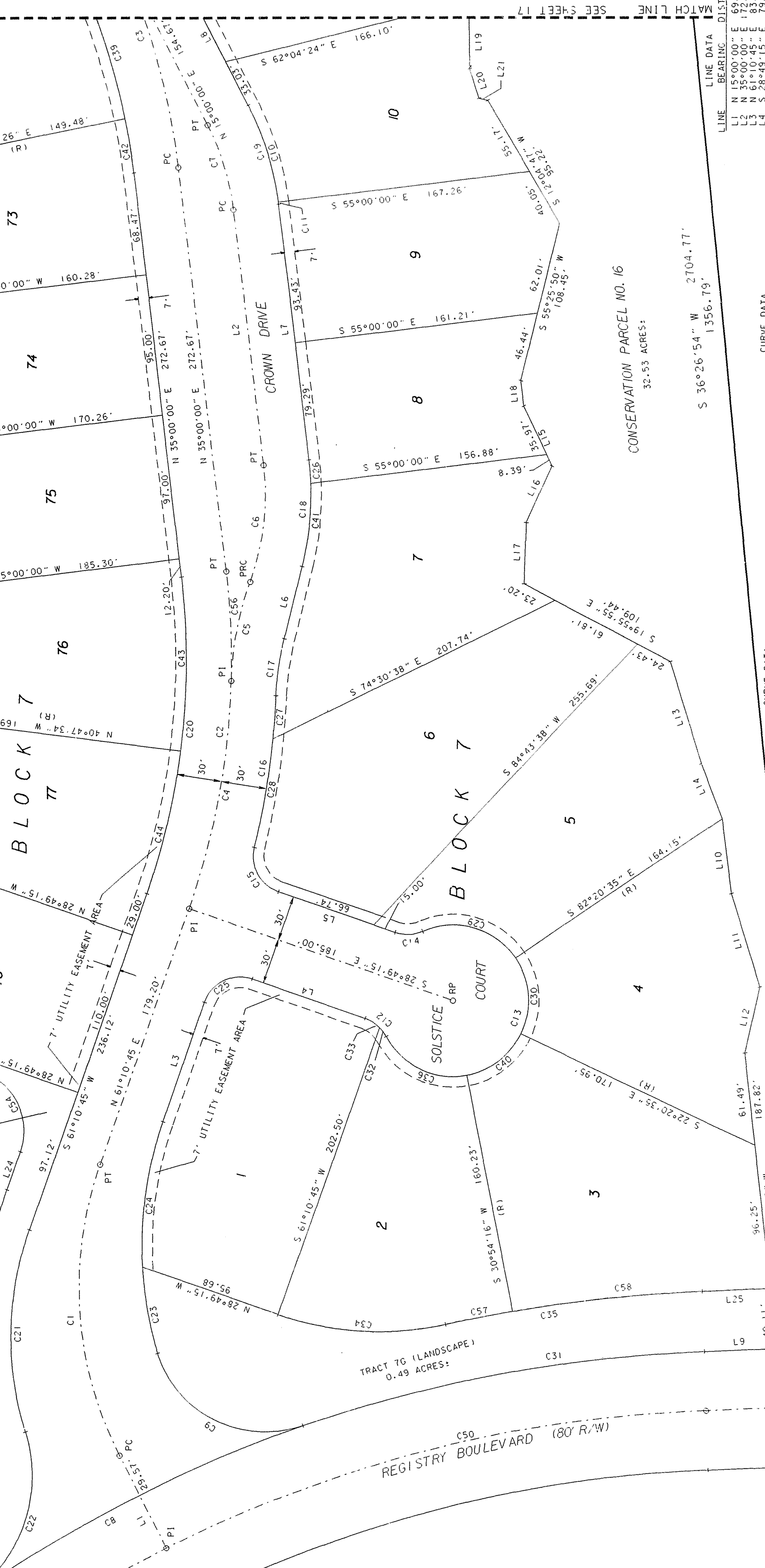
TRACT 7A  
(LANDSCAPE)  
0.73 ACRES:

TRACT 7C  
(LANDSCAPE)  
0.49 ACRES:

CURVE DATA				CHORD BEARING	
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	250.00'	46°10'45"	201.49'	196.09'	N 38°05'23" E
C2	500.00'	26°10'45"	228.46'	226.47'	N 48°05'23" E
C3	500.00'	20°00'00"	174.53'	173.65'	N 25°00'00" E
C4	500.00'	17°46'59"	154.56'	154.56'	N 52°17'16" E
C5	212.00'	18°16'12"	67.60'	67.32'	N 52°31'52" E
C6	170.00'	26°39'59"	79.12'	78.41'	N 48°19'59" E
C7	170.00'	20°00'00"	59.34'	59.04'	N 25°00'00" E
C8	900.00'	15°59'16"	251.13'	250.32'	S 75°28'04" E
C9	75.00'	92°33'15"	121.15'	108.40'	N 21°11'49" W
C10	200.00'	19°33'02"	68.24'	67.91'	N 24°46'12" E
C11	200.00'	00°26'58"	1.57'	1.57'	N 35°00'00" E
C12	25.00'	42°50'00"	18.26'	18.26'	S 07°24'15" E
C13	50.00'	26°54'01"	231.84'	73.33'	N 61°10'45" E
C14	25.00'	42°50'00"	18.26'	18.26'	N 50°14'15" W
C15	25.00'	84°18'45"	36.79'	33.56'	N 13°20'08" E
C16	530.00'	11°05'49"	102.65'	102.49'	N 49°56'36" E
C17	200.00'	11°10'04"	38.98'	38.92'	N 49°58'44" E
C18	200.00'	20°33'39"	71.77'	71.39'	N 45°16'39" E
C19	200.00'	20°00'00"	69.81'	69.46'	N 25°00'00" E
C20	470.00'	26°10'45"	214.75'	212.89'	S 48°05'23" W
C21	218.00'	36°21'59"	138.37'	136.06'	S 42°59'46" W
C22	100.00'	71°36'32"	124.98'	117.00'	S 60°37'03" W
C23	250.00'	13°25'42"	58.59'	58.46'	N 31°47'39" E
C24	250.00'	22°40'15"	98.92'	98.28'	N 49°50'38" E
C25	25.00'	90°00'00"	39.27'	35.36'	S 73°49'15" E
C26	200.00'	04°30'21"	15.73'	15.72'	N 37°15'11" E
C27	530.00'	03°06'34"	28.76'	28.76'	N 45°56'59" E

SEE SHEET 16  
MATCH LINE

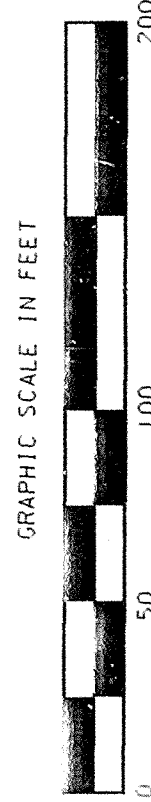
SEE SHEET 7  
MATCH LINE



CONSERVATION PARCEL NO. 16  
32.53 ACRES:

S 36°26'54" W 2704.77'  
1356.79'

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38  
TOWNSHIP 6 SOUTH, RANGE 28 EAST



PREPARED BY:  
BESSENGER HAMMACK & RICHMAN, INC.  
CORPORATE OFFICE: 3000 BOULEVARD  
JACKSONVILLE, FL 32216  
PHONE: (904) 751-2991  
CERTIFICATION NUMBER LB6739

SEE SHEET 7  
MATCH LINE

CURVE DATA				CHORD BEARING	
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C28	530.00'	07°59'15"	73.89'	73.83'	N 51°29'53" E
C29	50.00'	79°18'40"	69.21'	63.82'	N 31°59'55" W
C30	50.00'	60°00'00"	52.36'	50.00'	N 37°39'25" E
C31	900.00'	17°13'42"	270.62'	269.60'	N 58°51'36" W
C32	25.00'	16°45'16"	7.31'	7.28'	S 05°38'07" W
C33	25.00'	26°04'44"	11.38'	11.28'	S 15°46'53" E
C34	202.50'	31°49'56"	112.50'	111.06'	S 44°44'12" E
C35	940.00'	10°24'26"	170.74'	170.51'	S 55°26'18" E
C36	50.00'	72°52'06"	36.91'	59.39'	S 22°25'18" E
C37	900.00'	07°38'58"	120.16'	120.07'	N 54°04'13" W
C38	500.00'	08°23'46"	73.27'	73.21'	N 39°11'53" E
C39	470.00'	20°00'00"	164.06'	163.23'	S 25°00'00" W
C40	50.00'	53°29'15"	46.68'	45.00'	S 85°35'58" E
C41	200.00'	16°03'18"	56.04'	55.86'	N 47°31'47" E
C42	470.00'	04°28'26"	36.70'	36.69'	S 32°45'47" W
C43	470.00'	14°12'26"	116.54'	116.24'	S 42°06'13" W

CURVE DATA				CHORD BEARING	
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C44	470.00'	11°58'19"	98.21'	98.03'	S 55°11'36" W
C45	58.00'	59°32'59"	60.28'	57.60'	N 31°24'16" E
C46	142.00'	19°04'04"	47.26'	47.04'	N 51°38'43" E
C47	142.00'	10°53'47"	27.01'	26.96'	N 36°39'47" E
C48	42.00'	24°17'23"	17.81'	17.67'	N 19°04'12" E
C49	42.00'	22°42'18"	16.64'	16.53'	N 04°25'38" W
C50	860.00'	24°45'15"	371.56'	368.67'	N 62°37'22" W
C51	42.00'	46°59'41"	34.45'	33.49'	S 07°43'03" W
C52	142.00'	29°57'52"	74.26'	73.42'	S 46°11'49" W
C53	58.00'	90°00'00"	91.11'	82.02'	S 16°10'45" W
C54	42.00'	90°00'00"	65.97'	59.40'	S 16°10'45" W
C55	58.00'	30°27'01"	30.46'	30.21'	N 39°11'53" E
C56	500.00'	08°23'46"	73.27'	73.21'	N 39°11'53" E
C57	940.00'	02°45'28"	45.24'	45.24'	N 59°16'26" W
C58	940.00'	07°38'58"	125.50'	125.40'	N 54°04'13" W

CURVE DATA				CHORD BEARING	
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
L1	15°00'00"	E	69.57'	69.57'	E
L2	N 35°00'00"	E	172.72'	172.72'	E
L3	N 61°10'45"	E	83.69'	83.69'	E
L4	S 28°49'15"	E	79.01'	79.01'	E
L5	S 28°49'15"	E	81.74'	81.74'	E
L6	N 55°33'46"	E	49.29'	49.29'	E
L7	N 35°00'00"	E	172.72'	172.72'	E
L8	N 15°00'00"	E	220.56'	220.56'	E
L9	N 50°14'44"	W	48.01'	48.01'	W
L10	S 34°53'35"	W	50.34'	50.34'	W
L11	S 25°01'01"	W	64.44'	64.44'	W
L12	S 54°22'52"	W	44.84'	44.84'	W
L13	S 25°23'07"	W	71.53'	71.53'	W
L14	S 21°33'42"	W	39.49'	39.49'	W
L15	S 16°45'28"	W	44.36'	44.36'	W
L16	S 08°55'22"	W	41.27'	41.27'	W
L17	S 32°01'56"	W	40.39'	40.39'	W
L18	S 41°35'47"	W	45.73'	45.73'	W
L19	S 23°47'10"	W	25.65'	25.65'	W
L20	S 23°47'10"	W	25.65'	25.65'	W
L21	S 32°01'56"	W	40.39'	40.39'	W
L22	S 28°49'15"	W	42.16'	42.16'	W
L23	S 28°49'15"	W	45.00'	45.00'	W
L24	S 61°10'45"	W	26.83'	26.83'	W
L25	S 50°14'44"	W	45.07'	45.07'	W

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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

MATCH LINE SEE SHEET 17

MATCH LINE SEE SHEET 17

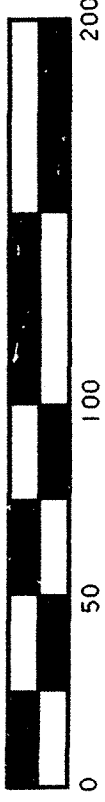
EXCEPTION PARCEL 1  
NOT A PART OF THIS PLAT  
63.71± ACRES

CONSERVATION PARCEL NO. 16  
32.64 ACRES±

BLANKET DRAINAGE  
AND UTILITY EASEMENT  
O.R.B. 1374, PAGE 2006

LINE	BEARING	DISTANCE
L1	N 15°00'00" E	65.88'
L2	S 15°00'00" W	65.88'
L3	N 38°20'54" E	24.43'
L4	N 10°27'09" E	53.18'
L5	N 48°01'13" E	50.21'
L6	S 69°40'08" E	64.51'
L7	N 41°56'58" E	42.56'
L8	N 18°41'49" W	29.01'
L9	N 68°54'28" W	27.98'
L10	N 11°17'13" W	50.59'
L11	N 32°11'50" W	16.09'
L12	N 38°55'18" W	37.07'
L13	N 59°35'16" W	28.11'
L14	N 25°17'20" E	8.39'

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	500.00'	20°00'00"	174.53'	173.65'	N 25°00'00" E
C2	750.00'	15°00'00"	196.35'	195.79'	N 07°30'00" E
C3	750.00'	20°00'00"	261.80'	260.47'	N 10°00'00" W
C4	720.00'	09°38'26"	121.15'	121.01'	S 05°29'23" E
C5	750.00'	07°46'55"	101.86'	101.79'	N 03°53'27" W
C6	212.00'	17°58'26"	66.51'	66.23'	N 01°12'18" E
C7	288.00'	24°53'49"	125.15'	124.16'	N 02°15'24" W
C8	748.00'	08°19'08"	108.60'	108.51'	N 18°51'52" W
C9	720.00'	09°42'42"	122.04'	121.89'	S 15°08'39" E
C10	780.00'	15°00'00"	204.20'	203.62'	N 07°30'00" E
C11	780.00'	07°46'55"	105.94'	105.86'	N 03°53'27" W
C12	182.00'	17°58'26"	57.09'	56.86'	N 01°12'18" E
C13	318.00'	24°53'50"	138.18'	137.10'	N 02°15'24" W
C14	750.00'	12°13'05"	159.93'	159.63'	N 13°53'27" W
C15	720.00'	20°00'00"	251.33'	250.05'	S 10°00'00" E
C16	720.00'	15°00'00"	188.50'	187.96'	S 07°30'00" W
C17	470.00'	20°00'00"	164.06'	163.23'	S 25°00'00" W
C18	780.00'	00°35'54"	8.15'	8.15'	N 14°42'03" E
C19	780.00'	07°05'30"	96.54'	96.48'	N 10°51'21" E
C20	780.00'	07°18'36"	99.51'	99.45'	N 03°39'18" E
C21	780.00'	01°30'27"	20.52'	20.52'	N 00°45'14" W
C22	780.00'	06°16'28"	85.42'	85.37'	N 04°38'41" W
C23	182.00'	04°42'55"	14.96'	14.97'	N 05°25'27" W
C24	182.00'	13°15'31"	42.11'	42.02'	N 03°33'46" E
C25	318.00'	10°47'35"	59.90'	59.81'	N 04°47'44" E
C26	318.00'	14°06'15"	78.28'	78.08'	N 07°39'11" W
C27	778.00'	01°53'12"	25.62'	25.62'	N 15°38'54" W
C28	470.00'	15°31'34"	127.36'	126.97'	S 22°45'47" W
C29	720.00'	04°44'43"	59.63'	59.61'	S 12°37'39" W
C30	720.00'	10°15'17"	128.87'	128.69'	S 05°07'39" W
C31	720.00'	00°38'52"	8.14'	8.14'	S 00°00'00" W
C32	25.00'	76°01'39"	33.17'	30.79'	S 21°34'27" E
C33	25.00'	14°37'36"	6.38'	6.36'	S 23°45'09" W
C34	25.00'	90°39'15"	39.56'	35.56'	S 14°15'39" W
C35	778.00'	06°25'56"	87.34'	87.50'	N 19°48'28" W



PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739



SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

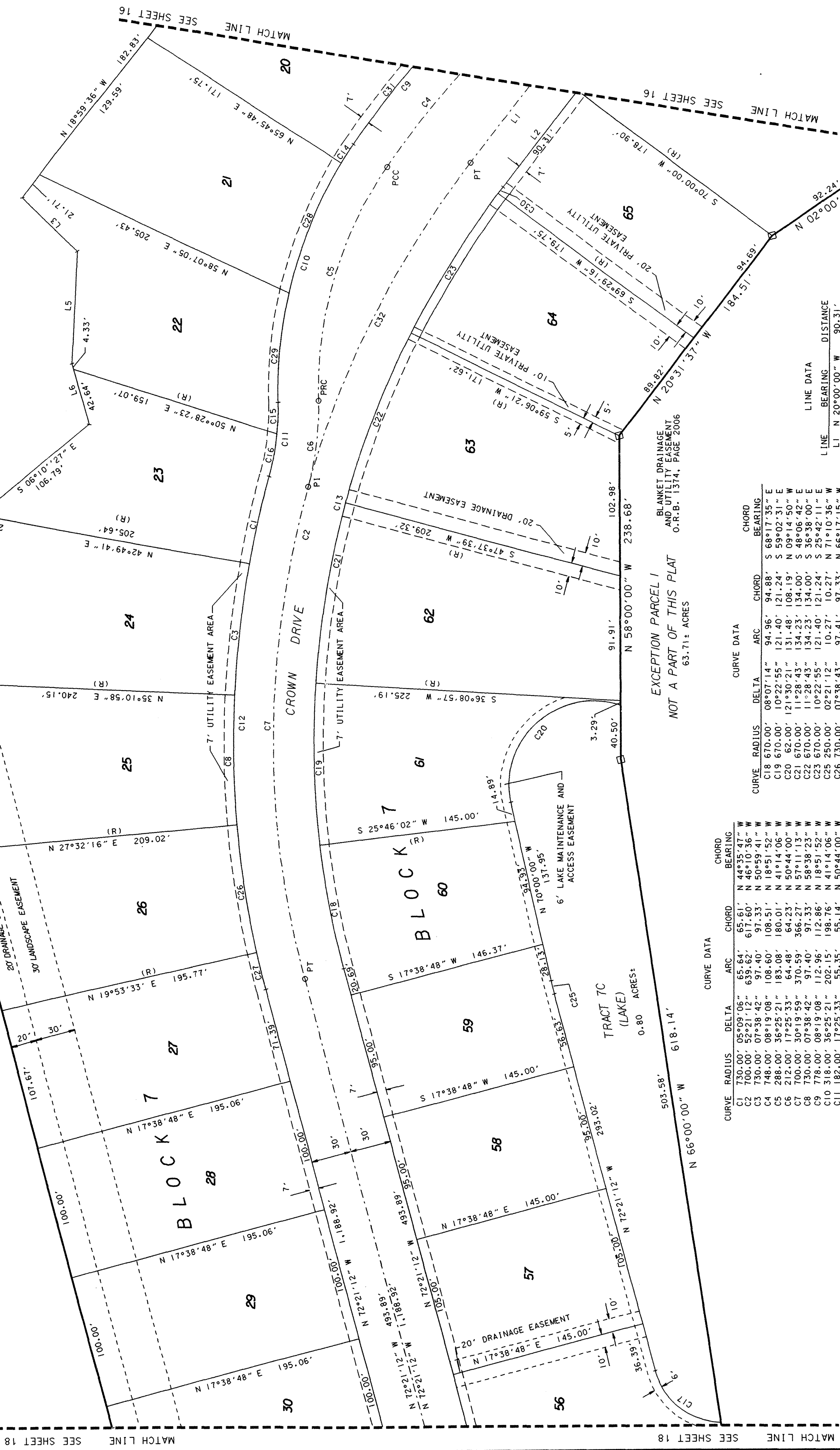
MAP BOOK

37 PAGE 37

SHEET 17 OF 24

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38  
TOWNSHIP 6 SOUTH, RANGE 28 EAST

CONSERVATION PARCEL NO. 16  
32.64 ACRES



EXCEPTION PARCEL 1  
NOT A PART OF THIS PLAT  
63.71± ACRES

BLANKET DRAINAGE  
AND UTILITY EASEMENT  
O.R.B. 1374, PAGE 2006

CURVE DATA

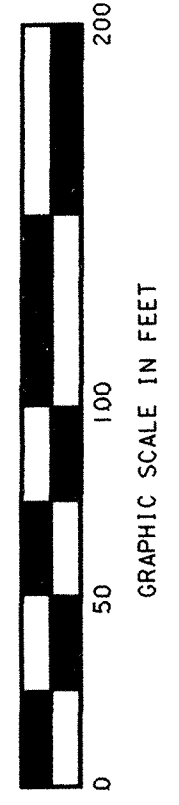
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	730.00'	05°09'06"	65.64'	65.61'	N 44°35'47" W
C2	700.00'	52°21'12"	639.62'	617.60'	N 46°10'36" W
C3	730.00'	07°38'42"	97.40'	97.33'	N 50°59'41" W
C4	748.00'	08°19'08"	108.60'	108.51'	N 18°51'52" W
C5	288.00'	36°25'21"	183.08'	180.01'	N 41°14'06" W
C6	212.00'	17°25'33"	64.48'	64.23'	N 50°44'09" W
C7	700.00'	30°19'59"	370.59'	366.27'	N 57°11'13" W
C8	730.00'	07°38'42"	97.40'	97.33'	N 58°38'23" W
C9	778.00'	08°19'08"	112.96'	112.86'	N 18°51'52" W
C10	318.00'	36°25'21"	202.15'	198.76'	N 41°14'06" W
C11	182.00'	17°25'33"	55.35'	55.14'	N 50°44'06" W
C12	730.00'	30°19'59"	386.47'	381.97'	N 57°11'13" W
C13	670.00'	52°21'12"	612.21'	591.13'	N 46°10'36" W
C14	318.00'	02°58'03"	16.47'	16.47'	N 24°30'21" W
C15	182.00'	07°19'38"	23.27'	23.26'	N 55°46'58" W
C16	182.00'	10°05'55"	32.08'	32.04'	N 47°04'11" W
C17	52.00'	72°46'24"	66.05'	61.70'	S 71°15'36" W

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C18	670.00'	08°07'14"	94.96'	94.88'	S 68°17'35" E
C19	670.00'	10°22'55"	121.40'	121.24'	S 59°02'31" E
C20	62.00'	12°30'21"	131.48'	128.19'	S 09°14'50" W
C21	670.00'	1°28'43"	134.23'	134.00'	S 48°06'42" E
C22	670.00'	1°28'43"	134.23'	134.00'	S 36°38'00" E
C23	670.00'	10°22'55"	121.40'	121.24'	S 25°42'11" E
C24	670.00'	02°21'12"	10.27'	10.27'	N 71°10'36" W
C25	730.00'	07°38'43"	97.41'	97.33'	N 66°17'15" W
C26	730.00'	02°14'48"	28.62'	28.62'	N 71°13'49" W
C27	730.00'	18°45'39"	104.13'	103.66'	N 35°22'18" W
C28	318.00'	14°41'39"	51.55'	51.55'	S 20°15'22" E
C29	670.00'	00°30'44"	5.99'	5.99'	S 20°15'22" E
C30	670.00'	06°25'56"	87.34'	87.30'	N 19°48'28" W
C31	778.00'	22°01'14"	269.03'	267.38'	S 31°00'37" E
C32	700.00'	22°01'14"	269.03'	267.38'	S 31°00'37" E

LINE DATA

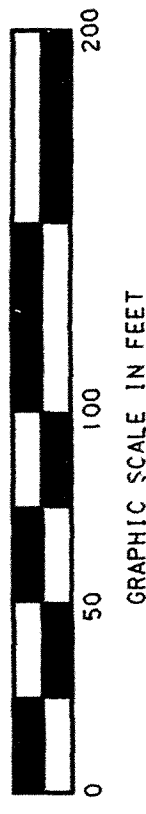
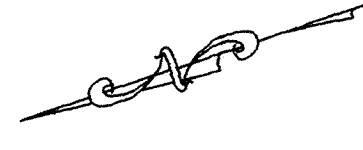
LINE	BEARING	DISTANCE
L1	N 20°00'00" W	90.31'
L2	S 20°00'00" E	90.31'
L3	N 75°52'42" E	57.48'
L4	S 15°00'00" W	95.22'
L5	S 54°49'48" E	83.43'
L6	S 73°42'57" E	46.97'



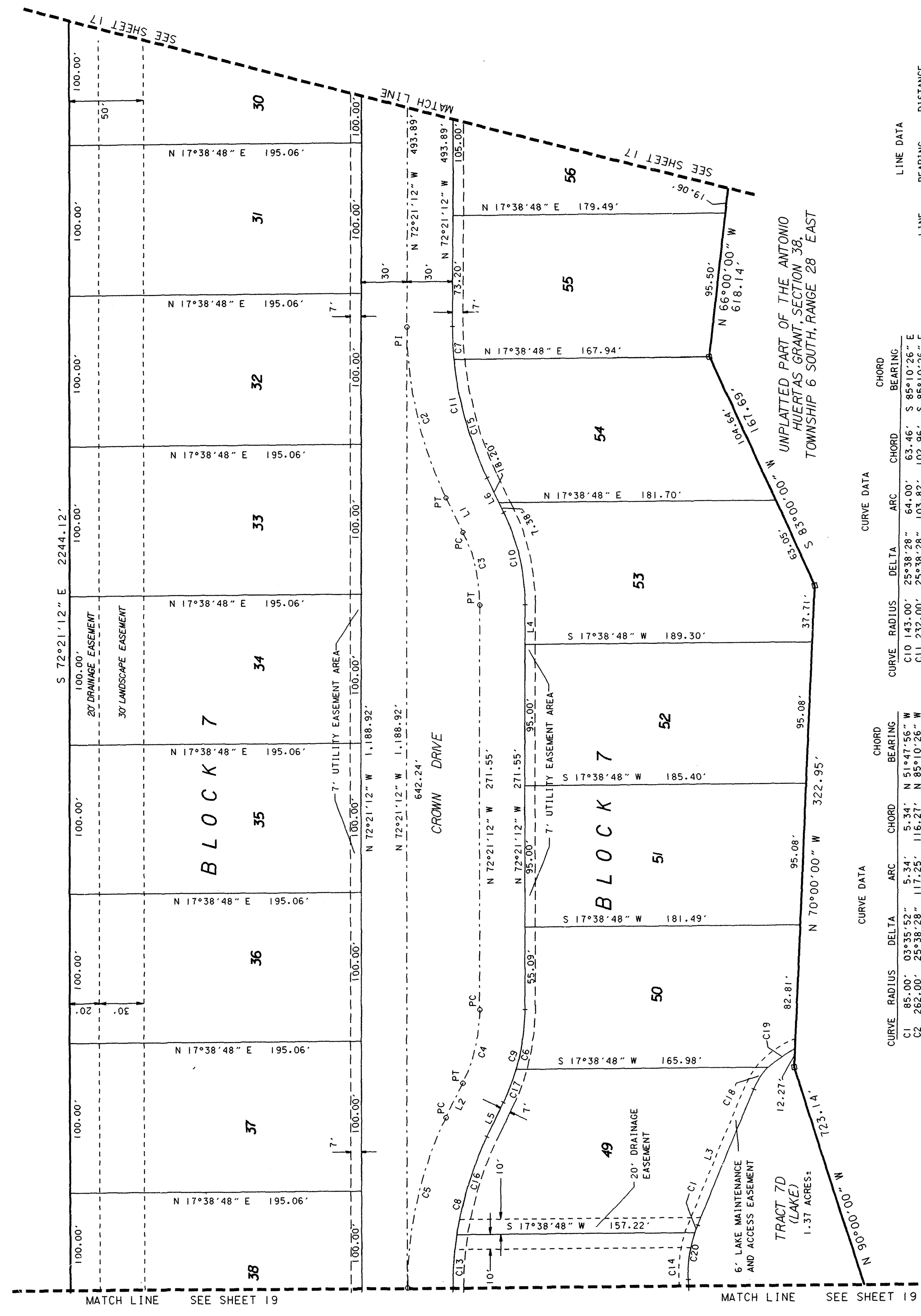
PREPARED BY:  
BESSANT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

E:\98134 RIVER TRACT\PLAT\UNIT17.PLT

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1  
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38,  
TOWNSHIP 6 SOUTH, RANGE 28 EAST



CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	85.00'	03°35'52"	5.34'	5.34'	N 51°47'56" W
C2	262.00'	25°38'28"	117.25'	116.27'	N 85°10'26" W
C3	113.00'	25°38'28"	50.57'	50.15'	N 85°10'26" W
C4	113.00'	25°38'28"	50.57'	50.15'	N 59°31'59" W
C5	262.00'	25°38'28"	117.25'	116.27'	N 59°31'59" W
C6	143.00'	16°12'18"	40.45'	40.31'	S 64°15'04" E
C7	232.00'	05°23'31"	21.83'	21.82'	S 75°02'58" E
C8	232.00'	25°38'28"	103.82'	102.96'	S 59°31'59" E
C9	143.00'	25°38'28"	64.00'	63.46'	S 59°31'59" E
C10	143.00'	25°38'28"	64.00'	63.46'	S 85°10'26" E
C11	232.00'	25°38'28"	103.82'	102.96'	S 85°10'26" E
C12	232.00'	20°14'57"	81.99'	81.57'	S 87°52'11" E
C13	232.00'	08°47'05"	35.57'	35.54'	S 67°57'40" E
C14	85.00'	21°24'08"	31.75'	31.57'	N 64°17'56" W
C15	232.00'	20°14'57"	81.99'	81.57'	S 87°52'11" E
C16	232.00'	16°51'23"	68.23'	68.01'	S 55°08'26" E
C17	143.00'	09°26'10"	23.55'	23.52'	S 51°25'50" E
C18	49.00'	20°21'05"	17.40'	17.31'	N 39°49'28" W
C19	92.00'	13°29'13"	21.66'	21.61'	N 16°54'43" W
C20	85.00'	25°00'00"	37.09'	36.79'	S 62°30'00" E

CURVE DATA

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C10	143.00'	25°38'28"	64.00'	63.46'	S 85°10'26" E
C11	232.00'	25°38'28"	103.82'	102.96'	S 85°10'26" E
C12	232.00'	20°14'57"	81.99'	81.57'	S 87°52'11" E
C13	232.00'	08°47'05"	35.57'	35.54'	S 67°57'40" E
C14	85.00'	21°24'08"	31.75'	31.57'	N 64°17'56" W
C15	232.00'	20°14'57"	81.99'	81.57'	S 87°52'11" E
C16	232.00'	16°51'23"	68.23'	68.01'	S 55°08'26" E
C17	143.00'	09°26'10"	23.55'	23.52'	S 51°25'50" E
C18	49.00'	20°21'05"	17.40'	17.31'	N 39°49'28" W
C19	92.00'	13°29'13"	21.66'	21.61'	N 16°54'43" W
C20	85.00'	25°00'00"	37.09'	36.79'	S 62°30'00" E

LINE DATA

LINE	BEARING	DISTANCE
L1	S 92°00'20" W	25.58'
L2	N 6°42'45" W	25.58'
L3	N 50°00'00" W	97.75'
L4	S 72°21'12" E	26.46'
L5	S 46°42'45" E	25.58'
L6	N 82°00'20" E	25.58'

PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2391  
CERTIFICATION NUMBER LB6739

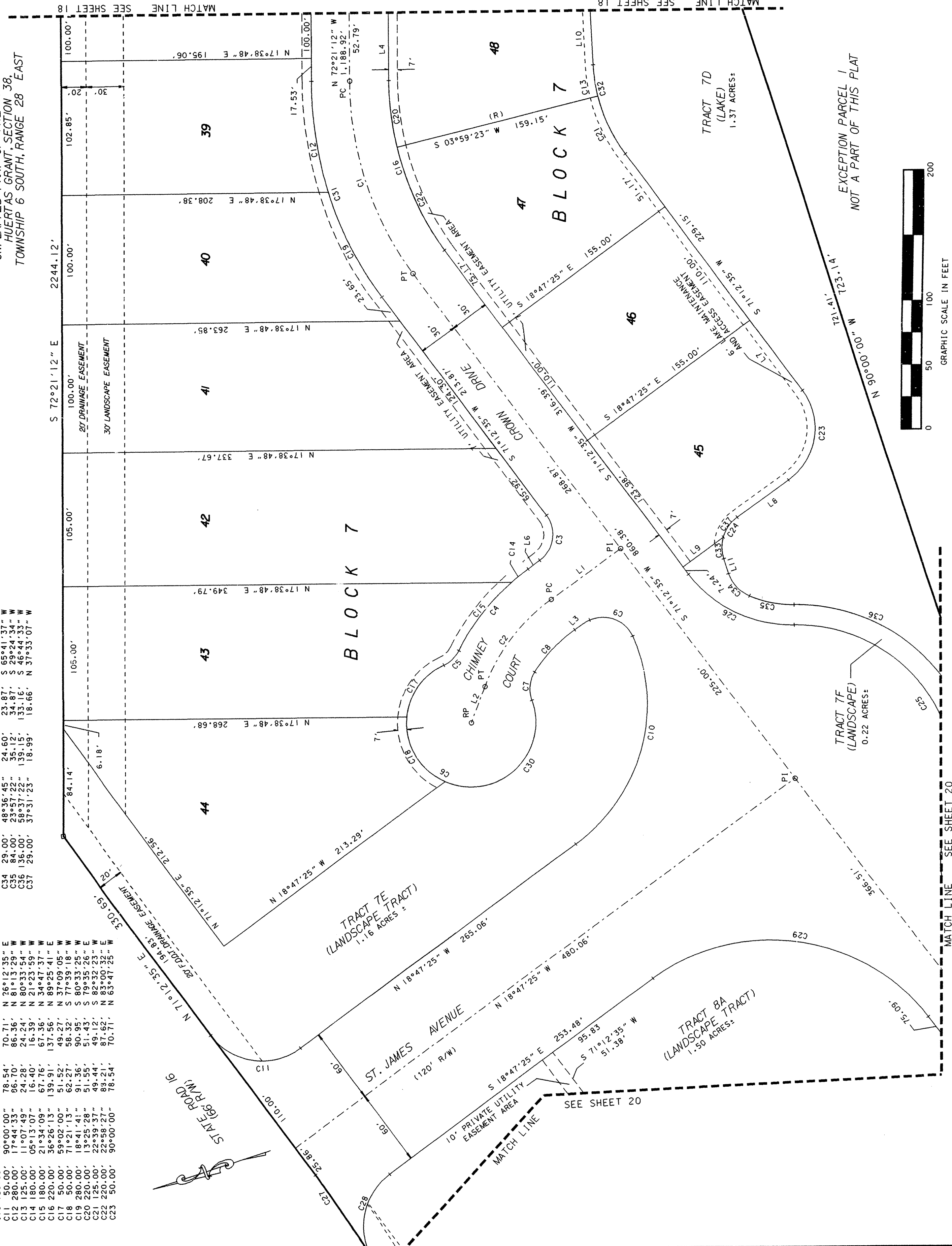


SAINT JOHNS  
SIX MILE CREEK NORTH UNIT 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38,  
TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

UNPLATTED PART OF THE ANTONIO  
HUERTAS GRANT, SECTION 38,  
TOWNSHIP 6 SOUTH, RANGE 28 EAST

CURVE DATA				CURVE DATA				CURVE DATA			
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING	CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	250.00'	36°26'13"	158.99'	156.32'	S 89°25'41" W	C24	29.00'	71°12'35"	36.04'	33.77'	N 54°23'43" W
C2	150.00'	33°01'26"	86.46'	85.26'	N 35°18'08" W	C25	120.00'	107°33'25"	225.27'	193.62'	N 71°12'35" E
C3	25.00'	90°00'00"	39.27'	35.36'	N 63°47'25" W	C26	100.00'	53°48'43"	90.45'	80.45'	S 44°19'13" W
C4	180.00'	26°47'16"	84.16'	83.39'	N 32°11'03" W	C27	98.37'	04°38'52"	83.18'	80.15'	S 73°32'01" W
C5	25.00'	37°56'36"	16.56'	16.26'	N 26°36'23" W	C28	50.00'	85°21'08"	74.48'	67.79'	S 61°27'59" E
C6	25.00'	36°49'08"	23.12'	23.82'	S 39°56'41" W	C29	150.00'	90°00'00"	235.62'	212.13'	S 26°12'35" W
C7	35.00'	52°07'06"	22.74'	21.96'	S 68°25'01" E	C30	50.00'	34°27'15"	17.33'	17.33'	S 25°14'56" E
C8	120.00'	21°34'02"	45.17'	44.90'	S 29°34'26" E	C31	280.00'	35°26'13"	178.08'	175.08'	S 88°25'41" W
C9	25.00'	03°08'11"	45.00'	39.17'	S 32°46'40" W	C32	125.00'	33°47'26"	73.79'	72.06'	N 88°06'17" E
C10	135.00'	78°51'48"	181.51'	167.83'	N 57°13'19" W	C33	25.00'	33°41'11"	17.05'	16.81'	N 73°09'25" W
C11	50.00'	90°00'39"	86.78'	86.78'	N 26°12'35" E	C34	29.00'	48°36'45"	24.60'	23.87'	S 65°41'37" W
C12	280.00'	11°07'33"	24.26'	24.24'	N 80°13'29" W	C35	84.00'	23°57'22"	35.15'	34.87'	S 29°24'34" W
C13	125.00'	05°13'03"	16.26'	15.39'	N 21°23'59" W	C36	136.00'	58°37'22"	139.15'	133.16'	S 46°44'33" W
C14	180.00'	05°13'03"	16.26'	15.39'	N 21°23'59" W	C37	29.00'	37°31'23"	18.99'	18.66'	N 37°33'07" W
C15	180.00'	21°34'02"	45.17'	44.90'	S 29°34'26" E						
C16	220.00'	36°26'13"	159.91'	137.56'	N 89°25'41" W						
C17	50.00'	59°02'00"	51.52'	49.27'	N 37°09'05" W						
C18	50.00'	71°21'13"	62.27'	58.32'	S 77°39'18" W						
C19	280.00'	18°41'41"	91.36'	90.95'	S 80°33'23" W						
C20	220.00'	13°25'28"	51.55'	51.43'	S 89°35'26" E						
C21	225.00'	22°59'21"	89.54'	87.12'	N 83°06'53" E						
C22	220.00'	22°58'20"	78.54'	70.71'	N 63°47'35" W						
C23	30.00'	90°00'00"	30.00'	30.00'	S 90°00'00" W						



LINE	BEARING	DISTANCE
L1	N 18°47'25" W	66.24'
L2	N 51°48'51" W	30.00'
L3	S 18°47'25" E	8.36'
L4	S 72°21'12" E	52.19'
L5	S 46°42'45" E	25.56'
L6	N 18°47'25" W	11.24'
L7	S 71°12'35" W	67.96'
L8	N 18°47'25" W	48.77'
L9	N 18°47'25" W	38.56'
L10	N 75°00'00" W	46.46'
L11	N 90°00'00" W	12.24'

PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

SAINT JOHNS SIX MILE CREEK NORTH UNIT I

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

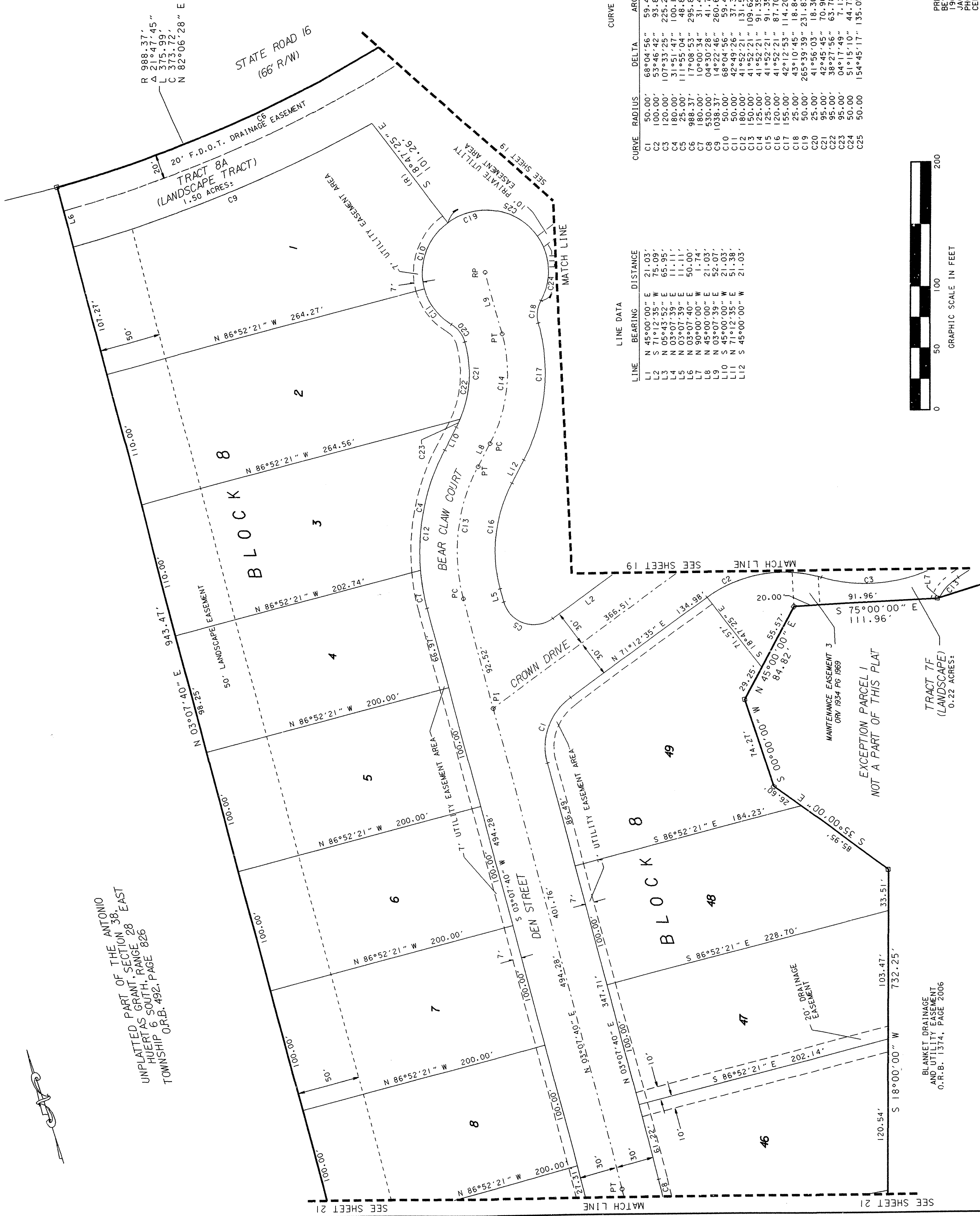
MAP BOOK

37

PAGE

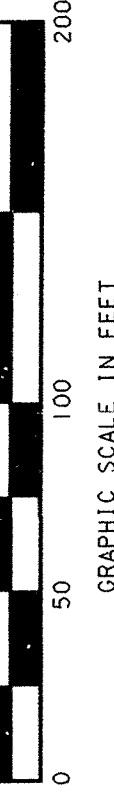
40

SHEET 20 OF 24



CURVE DATA				CHORD	
CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	68°04'56"	59.41'	55.98'	N 37°10'07" E
C2	100.00'	53°46'42"	93.86'	90.45'	S 81°54'04" E
C3	120.00'	107°33'25"	225.27'	193.62'	N 71°12'35" E
C4	180.00'	31°51'47"	100.10'	98.82'	S 29°04'06" W
C5	25.00'	11°55'04"	48.83'	41.43'	N 52°49'54" W
C6	988.37'	17°08'53"	295.81'	294.71'	N 84°25'54" W
C7	180.00'	10°00'34"	31.45'	31.41'	S 08°07'56" W
C8	530.00'	04°30'28"	41.70'	41.69'	N 05°22'53" W
C9	1038.37'	14°22'46"	260.60'	259.91'	S 85°49'19" W
C10	50.00'	68°04'56"	59.41'	55.98'	S 37°10'07" W
C11	50.00'	42°49'26"	37.37'	36.51'	S 18°17'04" E
C12	180.00'	41°52'21"	131.55'	128.64'	S 24°03'49" W
C13	150.00'	41°52'21"	109.62'	107.20'	S 24°03'49" E
C14	125.00'	41°52'21"	91.35'	89.33'	N 24°03'49" E
C15	125.00'	41°52'21"	91.35'	89.33'	N 24°03'49" E
C16	120.00'	41°52'21"	87.70'	85.76'	N 24°03'49" E
C17	155.00'	42°12'53"	114.20'	111.64'	N 23°53'34" E
C18	25.00'	43°10'45"	18.84'	18.40'	N 24°22'30" E
C19	50.00'	265°39'39"	231.83'	123.55'	N 86°51'57" W
C20	25.00'	41°56'03"	18.30'	17.89'	S 18°43'46" E
C21	95.00'	42°45'45"	70.90'	69.27'	S 23°37'08" W
C22	95.00'	38°27'56"	63.78'	62.59'	S 21°28'13" W
C23	95.00'	04°17'49"	7.12'	7.12'	S 42°51'06" W
C24	50.00'	51°15'10"	44.73'	43.25'	N 20°20'17" E
C25	50.00'	154°45'17"	135.05'	97.58'	N 31°24'47" W

LINE DATA		DISTANCE	
L1	N 45°00'00" E	21.03'	
L2	S 71°12'35" W	75.09'	
L3	N 05°43'52" E	65.95'	
L4	N 03°07'39" E	11.11'	
L5	N 03°07'39" E	11.11'	
L6	N 03°07'40" W	50.00'	
L7	N 90°00'00" W	1.74'	
L8	N 45°00'00" E	21.03'	
L9	N 03°07'39" E	52.07'	
L10	S 45°00'00" W	21.03'	
L11	N 71°12'35" E	51.38'	
L12	S 45°00'00" W	21.03'	

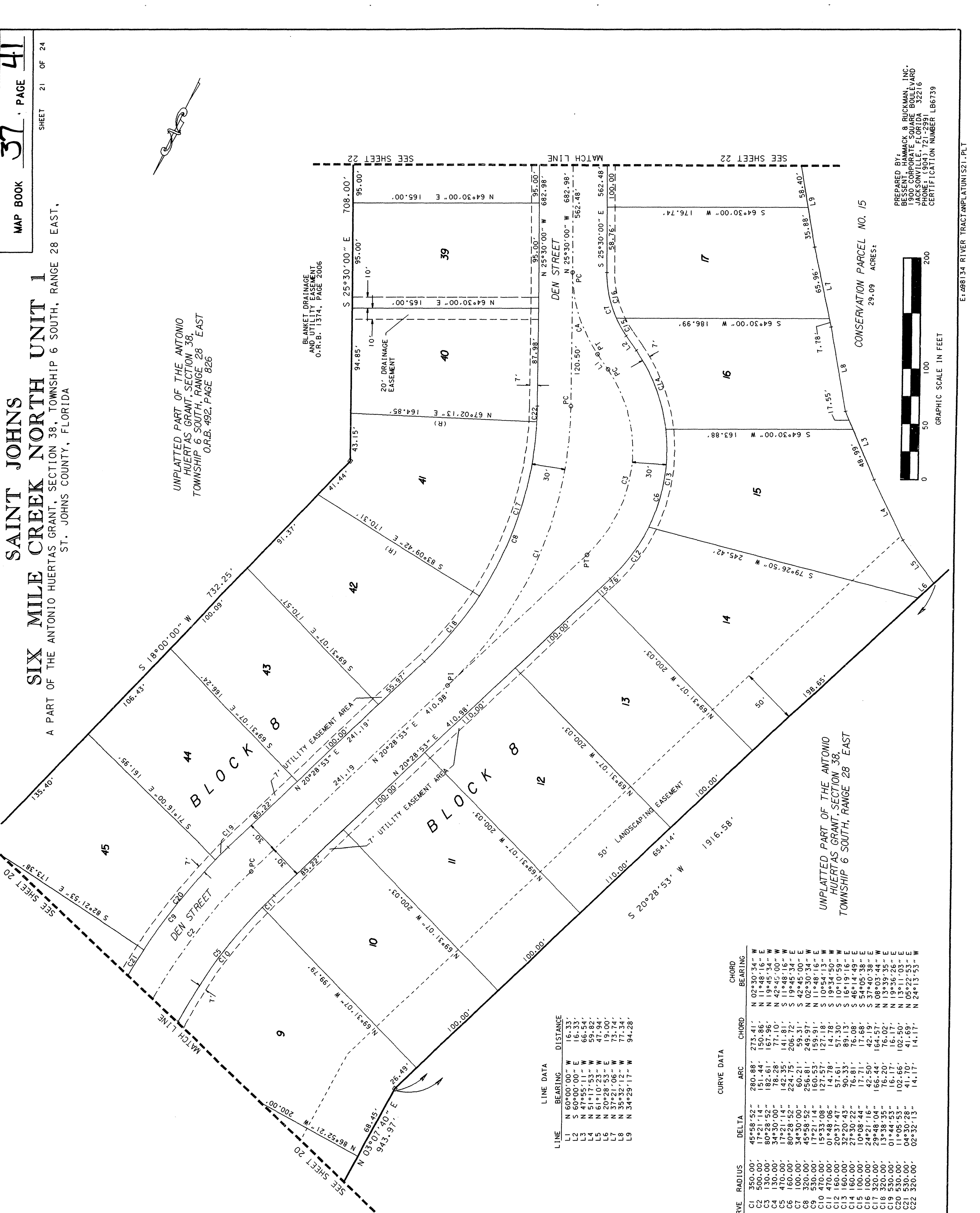


PREPARED BY:  
BESSENT, HAMACK & BUCKMAN, INC.  
1000 PORTLAND SQUARE, SUITE 200  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

E:\498134 RIVER TRACT\aplot\unit1 s20.plt

UNPLATTED PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST O.R.B. 492, PAGE 826

UNPLATTED PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST



LINE DATA		
LINE	BEARING	DISTANCE
L1	N 60°00'00" W	16.33'
L2	S 60°00'00" E	16.33'
L3	N 47°55'11" W	66.54'
L4	N 51°17'53" W	59.82'
L5	N 61°10'23" W	47.94'
L6	N 20°28'53" E	19.00'
L7	N 37°21'06" W	73.74'
L8	N 35°32'12" W	77.34'
L9	N 34°29'17" W	94.28'

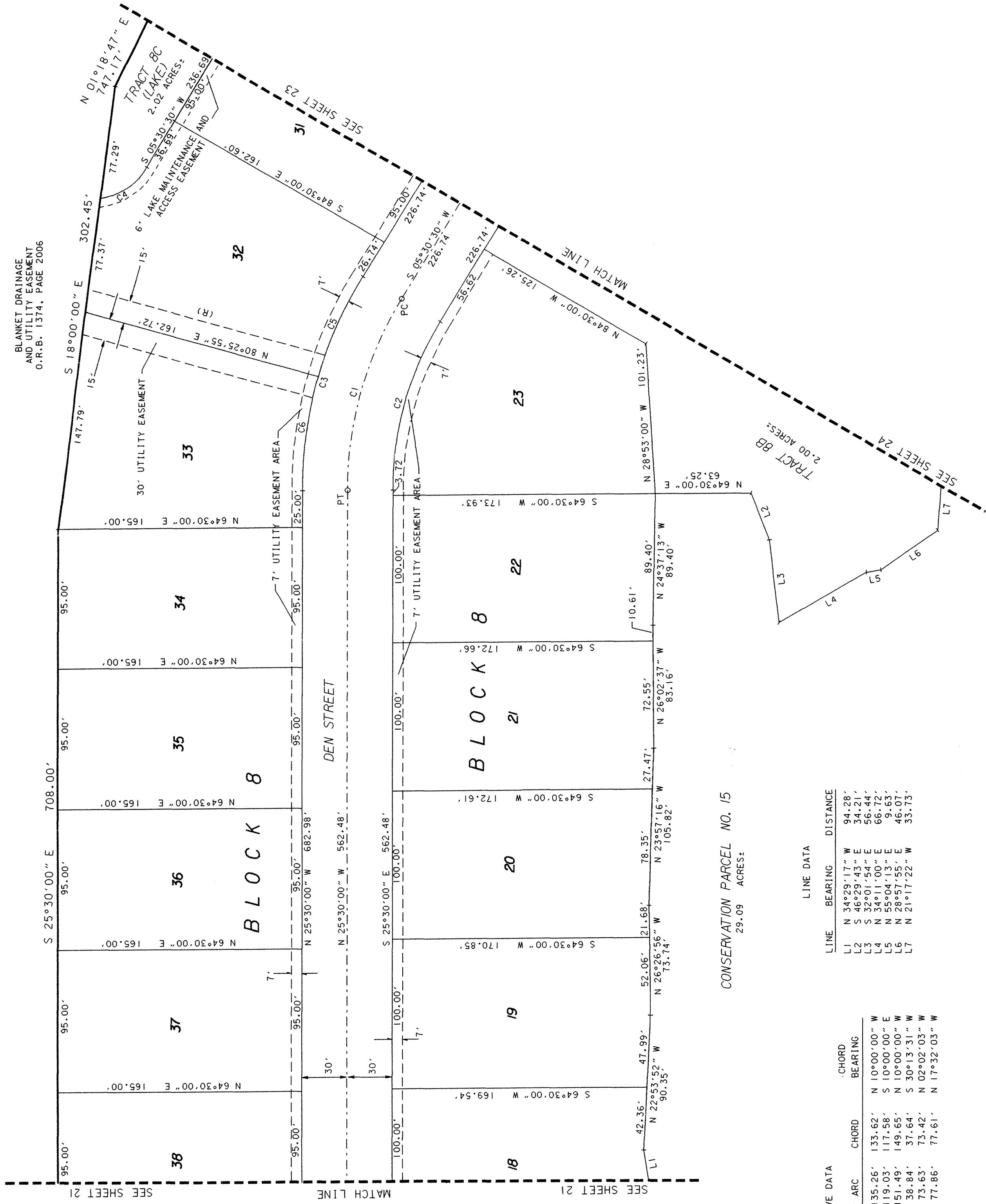
CURVE DATA			
CURVE	RADIUS	DELTA	ARC
C1	350.00'	45°58'52"	280.88'
C2	500.00'	17°21'14"	151.44'
C3	130.00'	80°28'52"	182.61'
C4	130.00'	34°30'00"	78.28'
C5	470.00'	17°21'14"	142.35'
C6	160.00'	80°28'52"	224.75'
C7	100.00'	34°30'00"	60.21'
C8	320.00'	45°58'52"	256.81'
C9	530.00'	17°21'14"	160.53'
C10	470.00'	15°33'08"	127.57'
C11	160.00'	01°48'06"	14.78'
C12	160.00'	20°37'47"	57.61'
C13	160.00'	32°20'43"	90.33'
C14	160.00'	27°30'22"	76.81'
C15	100.00'	10°08'44"	17.71'
C16	100.00'	24°21'15"	42.50'
C17	320.00'	29°48'04"	168.44'
C18	320.00'	13°38'35"	76.02'
C19	330.00'	01°44'53"	16.17'
C20	330.00'	11°05'53"	102.86'
C21	330.00'	04°30'23"	41.70'
C22	320.00'	02°32'13"	14.17'



PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739

SAINT JOHNS SIX MILE CREEK NORTH UNIT I  
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA

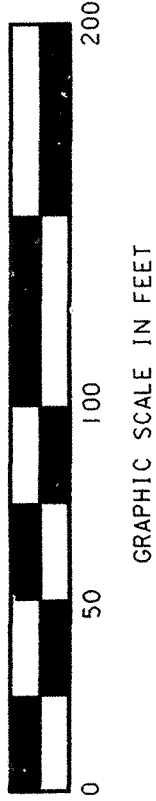
EXCEPTION PARCEL I  
NOT A PART OF THIS PLAT



CONSERVATION PARCEL NO. 15  
29.09 ACRES±

CURVE DATA				CHORD	
CURVE	RADIUS	BEARING	ARC	CHORD	BEARING
C1	250.00'	31°00'00"	135.26'	133.62'	N 10°00'00" W
C2	220.00'	31°00'00"	119.03'	117.58'	S 10°00'00" E
C3	280.00'	31°00'00"	151.49'	149.65'	N 10°00'00" W
C4	45.00'	49°27'03"	38.84'	37.64'	S 30°13'31" W
C5	280.00'	15°04'05"	73.63'	73.42'	N 02°02'03" W
C6	280.00'	15°55'55"	77.86'	77.61'	N 17°32'03" W

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 34°29'17" W	94.28'
L2	S 46°29'43" E	34.21'
L3	S 32°01'54" E	56.44'
L4	N 34°11'00" E	66.72'
L5	N 55°04'13" E	9.63'
L6	N 28°57'55" E	46.91'
L7	N 21°17'22" W	33.73'



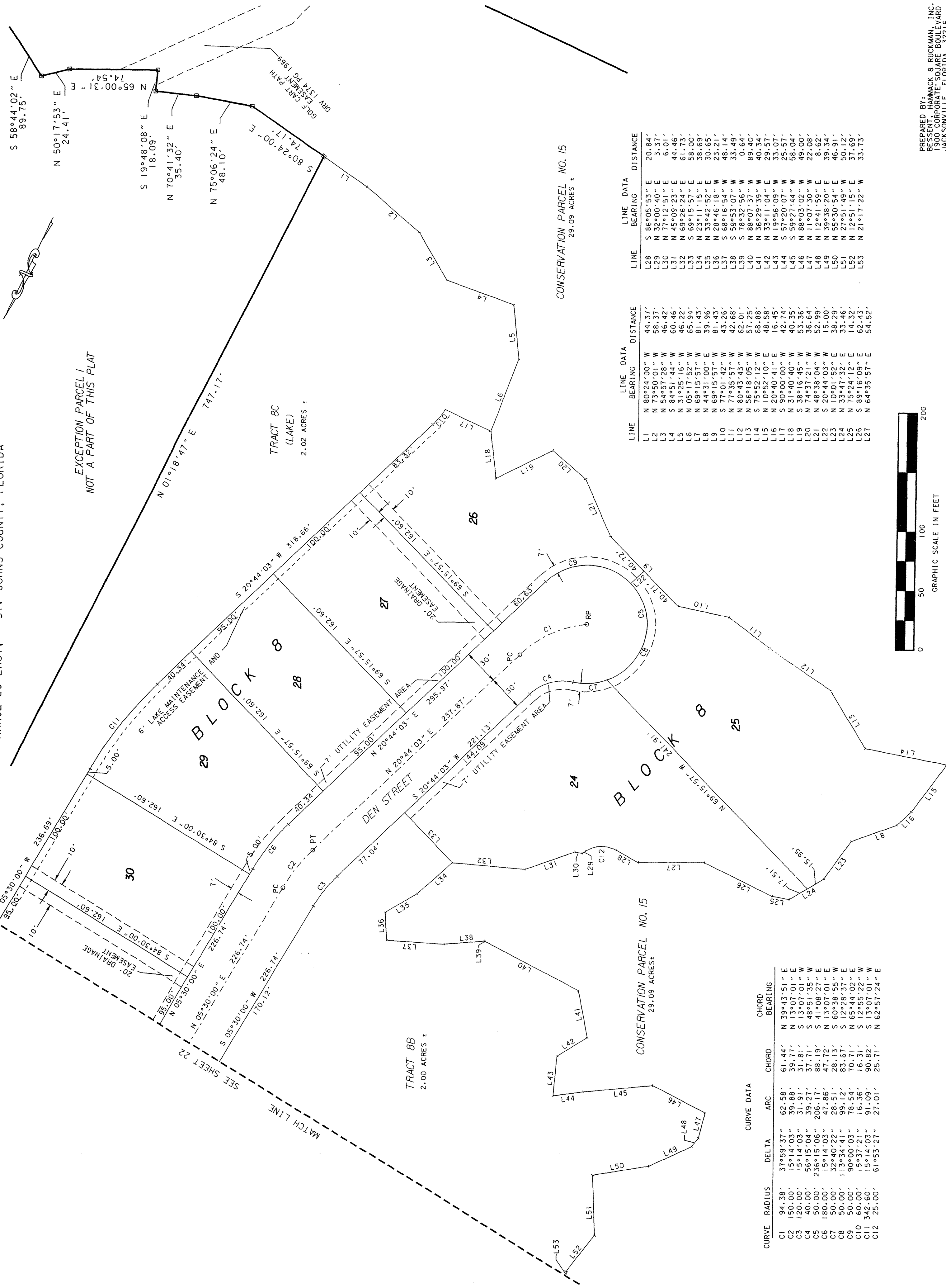
PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739



MAP BOOK 37 PAGE 43

RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

SHEET 23 OF 24

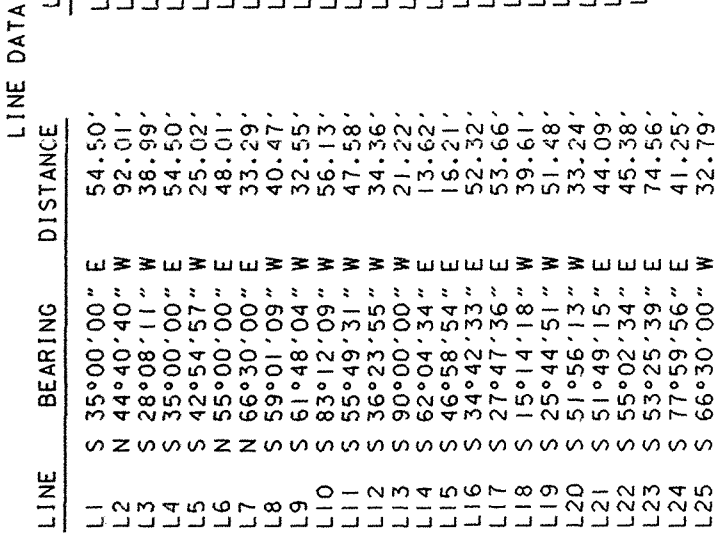


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E: 498134 RIVER TRACT AN PLAT UN1 S23. PL T

# SIX MILE CREEK NORTH UNIT I

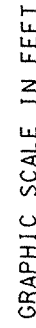
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



CONSERVATION PARCEL NO. 7  
11.58 ACRES:

TRACT 11  
(PARK)  
3.78 ACRES±

PREPARED BY:  
BESSENT, HAMMACK & RUCKMAN, INC.  
1900 CORPORATE SQUARE BOULEVARD  
JACKSONVILLE, FLORIDA 32216  
PHONE: (904) 721-2991  
CERTIFICATION NUMBER LB6739



CURVE DATA					CHORD BEARING
CURVE	RADIUS	DELTA	ARC	CHORD	
C1	325.00'	55°00'00"	311.98'	300.14'	E 07°30'00" E
C2	325.00'	35°00'00"	198.53'	195.46'	E 17°30'00" E
C3	325.00'	35°00'00"	198.53'	195.46'	E 17°30'00" W
C4	100.00'	40°59'56"	71.56'	70.04'	E 17°30'26" W
C5	285.00'	42°30'02"	211.41'	206.59'	N 01°15'01" W
C6	100.00'	62°46'50"	109.57'	104.17'	N 08°08'46" E
C7	285.00'	12°48'31"	63.71'	63.58'	E 08°24'15" W
C8	100.00'	02°27'28"	4.29'	4.29'	N 37°45'52" E
C9	100.00'	74°00'24"	129.17'	120.37'	E 00°00'12" E
C10	100.00'	05°00'17"	8.82'	8.82'	N 35°28'21" W
C11	100.00'	61°57'07"	108.13'	102.94'	N 01°01'51" E
C12	100.00'	16°38'41"	29.05'	28.95'	N 23°41'04" E
C13	100.00'	24°21'15"	42.51'	42.19'	N 03°11'06" E
C14	100.00'	38°18'03"	66.85'	65.61'	N 10°09'30" E
C15	100.00'	33°16'26"	23.17'	23.12'	N 25°40'19" E
C16	285.00'	35°00'00"	174.10'	171.40'	E 17°30'00" E
C17	100.00'	16°04'31"	28.05'	27.96'	N 07°59'51" E
C18	215.00'	34°20'24"	128.86'	126.94'	E 17°07'47" E
C19	100.00'	22°28'55"	39.24'	38.99'	N 23°03'31" E
C20	365.00'	09°12'18"	58.64'	58.58'	E 04°36'09" W
C21	40.00'	75°42'18"	52.85'	47.09'	N 28°38'51" E
C22	60.00'	36°18'36"	38.02'	37.39'	N 48°20'42" E
C23	60.00'	53°41'24"	56.22'	54.19'	E 03°20'42" E
C24	60.00'	59°07'12"	61.91'	59.20'	N 53°03'36" W
C25	60.00'	30°52'48"	32.34'	31.95'	E 81°56'24" W
C26	60.00'	78°30'00"	54.80'	50.16'	N 74°15'00" W

CURVE	RADIUS	DELTA	CURVE DATA			CHORD		BEARING
			ARC	CHORD	CHORD			
C27	100.00'	65°24'18"	113.862	107.81'	S 06°22'29"	W		
C28	100.00'	29°20'57"	115.822	50.67'	S 14°38'03"	W		
C29	285.00'	21°08'33"	105.197	104.57'	S 23°22'47"	W		
C30	100.00'	67°00'24"	116.95	110.40'	S 01°29'48"	E		
C31	365.00'	35°12'56"	224.34	220.82'	S 07°36'28"	E		
C32	285.00'	55°00'00"	273.58	263.20'	S 07°03'00"	E		
C33	60.00'	180°00'00"	188.50	120.00'	N 06°58'32"	E		
C34	285.00'	33°57'04"	168.88	166.42'	N 16°58'32"	E		
C35	365.00'	55°00'00"	350.37	337.08'	N 07°30'00"	W		
C36	100.00'	39°52'42"	69.60	68.20'	N 08°07'17"	W		
C37	50.00'	85°40'40"	74.77	67.99'	N 68°09'40"	W		
C38	1055.00'	11°00'00"	202.55	202.23'	N 14°30'00"	W		
C39	100.00'	62°21'37"	108.94	103.55'	S 03°07'10"	W		
C40	100.00'	51°31'02"	89.81	86.92'	S 59°42'35"	W		
C41	120.00'	41°38'54"	87.23	85.32'	S 64°38'39"	W		
C42	100.00'	51°25'26"	89.75	86.77'	N 00°31'59"	W		
C43	285.00'	11°50'00"	65.12	65.12'	S 29°15'00"	W		
C44	325.00'	12°59'58"	62.18	62.05'	N 28°45'01"	W		

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FL 32202

**NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION**

**IT LAND ASSOCIATES, LLC**, a Florida limited liability company, and **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f), *Florida Statutes*.

The purpose of this document is to provide notice that the St. Johns County Board of County Commissioners adopted a modification to the Saint Johns Development of Regional Impact Development Order on November 15, 2011, under Resolution 2011-335.

The original development order and previous amendments have been approved as follows:

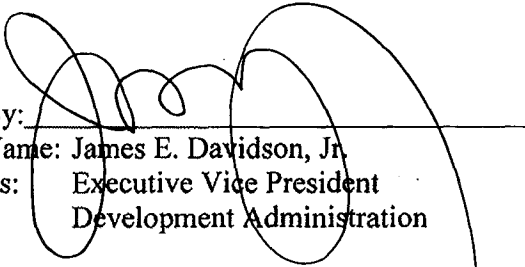
The original development order was approved by Resolution 91-130, as modified by Resolutions 91-183, 94-211, 95-06, 96-102, 96-233, 98-126, 98-179, 99-20, 99-173, 2002-53, 2003-116, 2004-133 and 2006-290.

The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida.

As specified in Section 380.06(15)(f), *Florida Statutes*, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

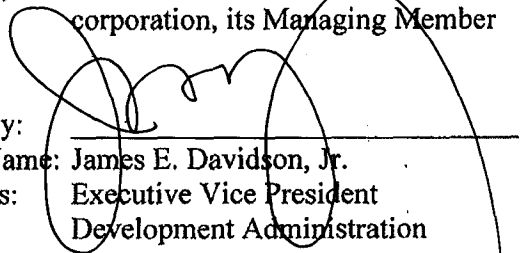
IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf this 7<sup>th</sup> day of December, 2011.

IT LAND ASSOCIATES, LLC, a Florida limited liability company

By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

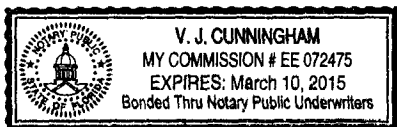
By: SJ LAND COMPANY, a Delaware corporation, its Managing Member

By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration



STATE OF FLORIDA                    )  
  )SS  
COUNTY OF St. Johns            )

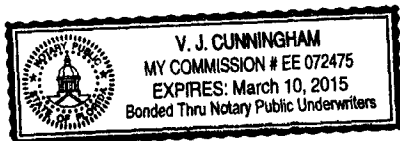
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2011, by **JAMES E. DAVIDSON, JR.**, Executive Vice President, Development Administration of **IT LAND ASSOCIATES, LLC**, a Florida limited liability company, behalf of the company.



VJ Cunningham  
Print Name VJ Cunningham  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF St Johns            )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2011 by **JAMES E. DAVIDSON, JR.**, the Executive Vice President, Development Administration of **SJ LAND COMPANY**, a Delaware corporation, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



VJ Cunningham  
(Print Name VJ Cunningham)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally known ☒ or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

EXHIBIT "A"

(Property)

{00196680.DOC.}



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# ST. JOHNS INTERCHANGE TRACT NORTHWEST QUADRANT

ALL OF SECTION 3, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 10, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 15 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 43 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT LYING NORTHWEST OF INTERNATIONAL GOLF PARKWAY, ALL LYING IN 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°32'10" 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 RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'45" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET; THENCE SOUTH 45°30'06" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 81.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 484.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3531.68 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 291.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°08'03" WEST AND A CHORD DISTANCE OF 291.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°46'13" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 193.96 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3897.58 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 50°29'50" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID UTILITY SITE

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AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2224.53 FEET; THENCE NORTH 14°55'52" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 44 AND ITS SOUTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 44; THENCE NORTH 16°14'53" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 43, A DISTANCE OF 2983.85 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SECTION 43; THENCE NORTH 01°01'14" WEST ALONG THE WEST LINE OF AFORESAID SECTIONS 10 AND 3 TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 6098.77 FEET; THENCE NORTH 88°54'53" EAST ALONG THE LINE DIVIDING TOWNSHIP 5 SOUTH AND TOWNSHIP 6 SOUTH, ALSO BEING THE NORTH LINE OF SAID SECTION 3 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 136.16 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 10,169.46 FEET; THENCE SOUTH 24°32'59" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 676.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC BEARING OF SOUTH 09°28'36" EAST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°35'47" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1430.56 ACRES MORE OR LESS.



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# ST. JOHNS INTERCHANGE TRACT SOUTHEAST QUADRANT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 14 ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH  $89^{\circ}32'10''$  WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1390.41 FEET; THENCE SOUTH  $00^{\circ}24'16''$  WEST, A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}24'16''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 1183.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 583.89 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 214.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $10^{\circ}56'22''$  WEST AND A CHORD DISTANCE OF 213.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $21^{\circ}28'28''$  WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 206.71 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 198.00 FEET; THENCE SOUTH  $21^{\circ}28'28''$  WEST, A DISTANCE OF 216.68 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST, A DISTANCE OF 435.88 FEET; THENCE SOUTH  $25^{\circ}06'46''$  WEST, A DISTANCE OF 281.02 FEET; THENCE SOUTH  $81^{\circ}18'57''$  WEST, A DISTANCE OF 649.70 FEET; THENCE SOUTH  $12^{\circ}19'58''$  EAST, A DISTANCE OF 148.69 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 598.47 FEET; THENCE NORTH  $27^{\circ}32'59''$  WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 154.32 FEET; THENCE NORTH  $24^{\circ}32'59''$  WEST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO AFORESAID INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 676.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 593.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $08^{\circ}23'59''$  WEST AND A CHORD DISTANCE OF 585.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $07^{\circ}45'01''$  EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 682.79 FEET TO THE POINT OF CURVE OF A

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CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 336.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 412.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°55'36" EAST AND A CHORD DISTANCE OF 387.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°06'12" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 210.20 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3690.72 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 417.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°17'36" EAST AND A CHORD DISTANCE OF 417.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 882.93 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 71°47'29" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 314.99 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 429.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 114.06 ACRES MORE OR LESS.

INTENDED TO BE THE SAME LANDS AS THOSE DESCRIBED IN OFFICIAL RECORDS VOLUME 837, PAGE 810, LESS AND EXCEPT THE INTERCHANGE PARCEL CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION.

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# SAINT JOHNS INTERCHANGE TRACT NORTHEAST QUADRANT

PART OF SECTIONS 2 AND 3 TOGETHER WITH ALL OF SECTION 10 LYING EAST OF INTERSTATE 95 RIGHT-OF-WAY (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431) TOGETHER WITH ALL OF SECTION 11 LESS AND EXCEPT THE EAST 1/2 OF, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART LYING IN AND WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95, A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°55'06" WEST AND A CHORD DISTANCE OF 214.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°09'40" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1048.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 528.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°45'46" WEST AND A CHORD DISTANCE OF 523.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°21'52" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, A DISTANCE OF 1695.35 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 3030.53 FEET; THENCE NORTH 89°18'55" EAST, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4946.39 FEET; THENCE SOUTH 00°11'37" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF SECTION 11 AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 4057.34 FEET; THENCE SOUTH 89°11'13" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1311.89 FEET; THENCE SOUTH 00°23'04" WEST ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1202.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 388.30 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED

(INGRESS & EGRESS EASEMENT BY OFFICIAL RECORDS BOOK 819, PAGE 1538)

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PART OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95 (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431), A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'04" EAST, A DISTANCE OF 212.70 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 610.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°27'18" EAST AND A CHORD DISTANCE OF 586.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°28'02" EAST, A DISTANCE OF 415.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 715.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°50'26" EAST AND A CHORD DISTANCE OF 612.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 25°09'10" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°27'50" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAID RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95, A DISTANCE OF 70.00 FEET; THENCE SOUTH 89°11'12" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 165.01 FEET; THENCE SOUTH 89°32'10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 399.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3948.72 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 455.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°14'03" WEST AND A CHORD DISTANCE OF 454.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°13'15" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 259.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 260.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°13'38" WEST AND A CHORD DISTANCE OF 258.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES MORE OR LESS.

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## SIX MILE CREEK PARCEL

A PART OF SECTIONS 18, 19, 31 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, SECTIONS 24, 25, AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, SECTIONS 6, 38, AND 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $63^{\circ}23'48''$  EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 12.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $63^{\circ}46'47''$  EAST, AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 224.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}07'58''$  EAST, AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $02^{\circ}36'50''$  EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1127.96 FEET; THENCE NORTH  $87^{\circ}23'36''$  EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH  $02^{\circ}36'44''$  WEST, A DISTANCE OF 764.85 FEET; THENCE NORTH  $83^{\circ}08'33''$  EAST, A DISTANCE OF 299.81 FEET; THENCE NORTH  $02^{\circ}37'28''$  WEST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16, A DISTANCE OF 466.00 FEET; THENCE NORTH  $83^{\circ}08'48''$  EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 156.33 FEET; TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1399.69 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 238.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $88^{\circ}02'04''$  EAST, AND A CHORD DISTANCE OF 238.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $87^{\circ}04'40''$  EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 698.07 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 826 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $02^{\circ}55'34''$  WEST, CONTINUING WITH SAID LANDS A DISTANCE OF 735.09 FEET; THENCE SOUTH  $20^{\circ}16'19''$  WEST, CONTINUING WITH

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SAID LANDS A DISTANCE OF 1699.97 FEET; THENCE SOUTH 31°54'53" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 506.42 FEET; THENCE NORTH 20°16'15" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 1916.58 FEET; THENCE NORTH 02°55'02" EAST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 943.99 FEET; TO THE A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 988.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 376.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°53'53" EAST, AND A CHORD DISTANCE OF 373.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°59'57" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.65 FEET; THENCE SOUTH 72°33'50" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET; THENCE NORTH 21°23'43" EAST, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°32'01" EAST, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°43'11" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°31'16" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 36°14'16" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°27'22" EAST, TO ITS INTERSECTION WITH THE CENTERLINE OF A 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2806.29 FEET; THENCE NORTH 68°58'53" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°41'04" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°03'39" EAST, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°21'45" EAST, LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°23'10" EAST, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 13-A A 100 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°34'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°25'19" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°40'52" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°05'50" WEST, TO THE NORTHERLY CORNER OF LOT 5 AS SHOWN ON PLAT OF MILL CREEK ESTATES RECORDED IN MAP BOOK 14 PAGE 106 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 581.87 FEET; THENCE SOUTH 79°01'51" WEST, ALONG THE NORTHERLY LINE OF LOTS 6 AND 7 OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 1074.93 FEET; THENCE SOUTH 73°19'50" WEST, ALONG THE NORTHERLY LINE OF LOT 8, SAID MAP OF MILL CREEK

EXHIBIT "A"  
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ESTATES, A DISTANCE OF 265.12 FEET; THENCE NORTH 38°16'58" WEST, TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF THE 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1317.68 FEET; THENCE SOUTH 32°24'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH 46°26'11" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH 54°46'59" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH 32°27'37" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH 53°44'12" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH 49°58'19" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE SOUTH 40°03'36" EAST, A DISTANCE OF 594.57 FEET TO A POINT IN THE AFORESAID CENTERLINE; THENCE SOUTH 51°20'38" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 202.00 FEET; THENCE SOUTH 45°58'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 245.17 FEET; THENCE SOUTH 37°50'46" EAST, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 19, AFOREMENTIONED MAP OF MILL CREEK ESTATES, A DISTANCE OF 464.72 FEET; THENCE SOUTH 28°41'32" WEST, CONTINUING ALONG THE NORTHERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 951.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 78°30'30" EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 2622.07 FEET TO THE CENTERLINE OF THE AFORESAID 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 10°58'45" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 13.74 FEET; THENCE SOUTH 79°08'03" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 586.21 FEET; THENCE NORTH 83°25'33" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE SOUTH 84°16'49" EAST, CONTINUING WITH SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH 40°13'07" EAST, CONTINUING ALONG SAID CENTERLINE ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH 77°22'33" EAST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1586.26 FEET; THENCE NORTH 88°34'49" EAST, CONTINUING ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13-A, A

EXHIBIT "A"  
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DISTANCE OF 848.22 FEET; THENCE SOUTH 19°34'52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 250.61 FEET; THENCE SOUTH 88°28'23" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET TO A POINT IN THE WESTERLY LINE OF SECTION 37, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 01°19'26" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 4917.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 37; THENCE SOUTH 89°53'35" EAST, ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1179.79 FEET TO THE SOUTHWESTERLY CORNER OF A 30 FEET WIDE DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 182 AT PAGE 133; THENCE SOUTH 37°18'20" EAST, ALONG SAID SOUTHWESTERLY LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF STATE ROAD NO. 13-A, A DISTANCE OF 995.95 FEET; THENCE SOUTH 12°10'27" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1440.16 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE SOUTHWESTERLY CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 591.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°56'12" WEST, AND A CHORD DISTANCE OF 590.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°18'03" EAST, CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2010.75 FEET; THENCE NORTH 71°16'18" WEST, ALONG THE DIVISION LINE BETWEEN SECTION 4 AND SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, A DISTANCE OF 4096.34 FEET; THENCE NORTH 60°26'27" WEST, CONTINUING ALONG SAID DIVISION LINE, A DISTANCE OF 1734.02 FEET TO THE COMMON CORNER TO SECTIONS 4, 5, AND 6; THENCE SOUTH 03°37'25" EAST, ALONG THE EASTERLY LINE OF SECTION 6, A DISTANCE OF 3052.10 FEET; THENCE SOUTH 03°33'13" EAST, ALONG THE EASTERLY LINE OF SECTION 38, A DISTANCE OF 2086.25 FEET; THENCE NORTH 87°12'39" WEST, A DISTANCE OF 863.15 FEET TO THE WATERS OF SIX MILE CREEK; THENCE NORTH 46°17'49" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1430.00 FEET; THENCE NORTH 45°19'26" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1973.08 FEET; THENCE NORTH 16°05'23" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 639.84 FEET; THENCE NORTH 06°55'41" EAST, A DISTANCE OF 540.00 FEET TO A POINT IN THE DIVISION LINE BETWEEN SECTIONS 6 AND 38; THENCE NORTH 89°20'12" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 540.00 FEET; THENCE NORTH 01°32'49" WEST, ALONG THE WESTERLY LINE OF THE NORTH 28 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2665.80 FEET TO A POINT IN SAID SIX MILE CREEK; THENCE WITH THE WATERS OF SAID SIX MILE CREEK THE FOLLOWING TWENTY NINE

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(29) BEARING AND DISTANCES (1) NORTH 21°59'28" WEST, A DISTANCE OF 115.71 FEET; (2) THENCE NORTH 04°15'38" WEST, A DISTANCE OF 471.70 FEET; (3) THENCE NORTH 15°42'55" WEST, A DISTANCE OF 530.00 FEET; (4) THENCE NORTH 74°28'28" WEST, A DISTANCE OF 160.00 FEET; (5) THENCE NORTH 32°07'06" WEST, A DISTANCE OF 147.65 FEET; (6) THENCE NORTH 15°07'30" WEST, A DISTANCE OF 655.70 FEET; (7) THENCE NORTH 58°48'11" WEST, A DISTANCE OF 336.17 FEET; (8) THENCE NORTH 39°05'47" WEST, A DISTANCE OF 291.63 FEET; (9) THENCE NORTH 07°34'52" EAST, A DISTANCE OF 480.55 FEET; (10) THENCE NORTH 31°17'16" WEST, A DISTANCE OF 88.74 FEET; (11) THENCE NORTH 20°26'08" EAST, A DISTANCE OF 219.13 FEET; (12) THENCE NORTH 33°09'18" WEST, A DISTANCE OF 141.49 FEET; (13) THENCE NORTH 08°12'46" EAST, A DISTANCE OF 515.92 FEET; (14) THENCE NORTH 15°19'05" WEST, A DISTANCE OF 745.08 FEET; (15) THENCE NORTH 33°44'44" WEST, A DISTANCE OF 216.76 FEET; (16) THENCE NORTH 54°12'24" WEST, A DISTANCE OF 864.38 FEET; (17) THENCE NORTH 22°57'55" WEST, A DISTANCE OF 380.61 FEET; (18) THENCE NORTH 20°24'29" WEST, A DISTANCE OF 202.16 FEET; (19) THENCE SOUTH 88°26'32" WEST, A DISTANCE OF 190.74 FEET; (20) THENCE NORTH 55°09'29" WEST, A DISTANCE OF 308.93 FEET; (21) THENCE NORTH 44°40'29" WEST, A DISTANCE OF 350.69 FEET; (22) THENCE NORTH 33°10'13" WEST, A DISTANCE OF 230.07 FEET; (23) THENCE NORTH 56°26'30" WEST, A DISTANCE OF 260.59 FEET; (24) NORTH 01°22'50" WEST, A DISTANCE OF 303.45 FEET; (25) THENCE NORTH 28°32'35" WEST, A DISTANCE OF 522.44 FEET; (26) THENCE NORTH 19°05'07" WEST, A DISTANCE OF 479.11 FEET; (27) THENCE NORTH 70°02'28" WEST, A DISTANCE OF 257.46 FEET; (28) THENCE NORTH 05°33'42" WEST, A DISTANCE OF 519.98 FEET; (29) THENCE NORTH 33°12'51" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH 88°07'49" EAST, LEAVING THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH 02°29'20" WEST, TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF WAY AS NOW ESTABLISHED), A DISTANCE OF 4147.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 721.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°55'50" EAST, AND A CHORD DISTANCE OF 718.71 FEET TO THE END OF SAID CURVE AT THE SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 812 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 65°13'38" EAST,

ALONG LINES OF SAME, A DISTANCE OF 967.56 FEET; THENCE  
NORTH 87°23'47" EAST, CONTINUE ALONG LINES OF SAME, A  
DISTANCE OF 1587.56 FEET; THENCE NORTH 02°36'55" WEST,  
CONTINUE ALONG LINES OF SAME, A DISTANCE OF 2680.13 FEET,  
TO THE POINT OF BEGINNING.

CONTAINING 3910.04 ACRES MORE OR LESS.

## PARCEL C

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAFF ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE WESTERLY LINE OF GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE NORTH 19°05'30" EAST ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°05'30" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 71°48'11" WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 37, A DISTANCE OF 776.07 FEET TO A SET 1/2 INCH REBAR; THENCE NORTH 88°23'17" EAST ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1631.87 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°58'56" WEST ALONG THE SAID EASTERLY LINE OF SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET 1/2 INCH REBAR; THENCE SOUTH 72°25'05" EAST ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 18°51'53" WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 72°14'54" WEST, A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 19°07'16" WEST TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 72°08'34" EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1941.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 76°29'14" WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAFF ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY MADE BY NORTHEAST FLORIDA SURVEYORS, 454.55 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

Public Records of  
St. Johns County, FL  
Clerk# 04-049916  
O.R. 2233 PG 424  
03:03PM 07/01/2004  
REC \$65.00 SUR \$72.50

4878  
16

**NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION**

**IT LAND ASSOCIATES, LLC**, a Florida limited liability company, and **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f), *Florida Statutes*.

The purpose of this document is to provide notice that the St. Johns County Board of County Commissioners adopted a modification to the Saint Johns Development of Regional Impact Development Order on June 15, 2004, under Resolution 2004-133.

The original development order and previous amendments have been approved as follows:

The original development order was approved by Resolution 91-130, as modified by Resolutions 91-183, 94-211, 95-06, 96-102, 96-233, 98-126, 98-179, 99-20, 99-173, 2002-53, and 2003-116.

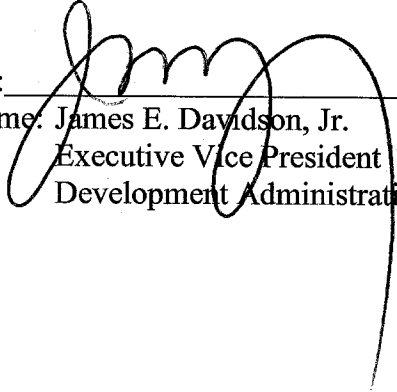
The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida.

As specified in Section 380.06(15)(f), *Florida Statutes*, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

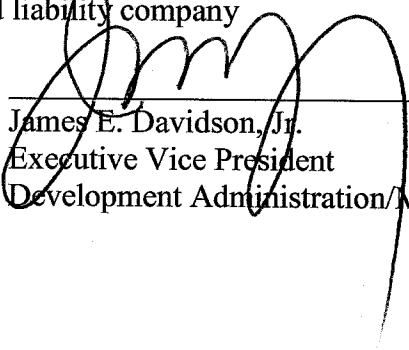


**IN WITNESS WHEREOF**, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf this 29<sup>th</sup> day of June, 2004.

IT LAND ASSOCIATES, LLC, a Florida limited liability company

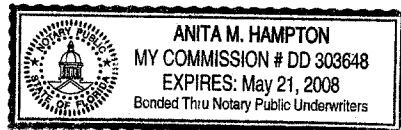
By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration/Manager

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration/Manager

STATE OF FLORIDA \_\_\_\_\_ )  
 )SS  
 COUNTY OF St. Johns )

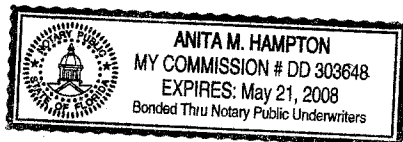
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2004, by **JAMES E. DAVIDSON, JR.**, Executive Vice President Development Administration/Manager of **IT LAND ASSOCIATES, LLC**, a Florida limited liability company, behalf of the company.



Anita M. Hampton  
 Print Name Anita M. Hampton  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission # DD 303648  
 My Commission Expires:  
 Personally Known ✓  
 or Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA \_\_\_\_\_ )  
 )SS  
 COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2004 by **JAMES E. DAVIDSON, JR.**, the Executive Vice President Development Administration/Manager of **SJ LAND COMPANY**, a Delaware corporation, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
 (Print Name Anita M. Hampton)  
 NOTARY PUBLIC  
 State of \_\_\_\_\_ at Large  
 Commission # DD 303648  
 My Commission Expires:  
 Personally known ✓ or  
 Produced I.D. \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_



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OR2233PG 427

# ST. JOHNS INTERCHANGE TRACT NORTHWEST QUADRANT

ALL OF SECTION 3, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 10, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 15 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 43 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT LYING NORTHWEST OF INTERNATIONAL GOLF PARKWAY, ALL LYING IN 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  $89^{\circ}32'10''$  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 RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $05^{\circ}35'47''$  WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH  $23^{\circ}28'17''$  WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $41^{\circ}20'46''$  WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $44^{\circ}29'54''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET; THENCE SOUTH  $45^{\circ}30'06''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 81.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY; THENCE SOUTH  $44^{\circ}29'54''$  WEST ALONG SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 484.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3531.68 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 291.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $42^{\circ}08'03''$  WEST AND A CHORD DISTANCE OF 291.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $39^{\circ}46'13''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 193.96 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $44^{\circ}29'54''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3897.58 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $50^{\circ}29'50''$  WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH  $53^{\circ}13'38''$  WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID UTILITY SITE

AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2224.53 FEET; THENCE NORTH 14°55'52" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 44 AND ITS SOUTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 44; THENCE NORTH 16°14'53" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 43, A DISTANCE OF 2983.85 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SECTION 43; THENCE NORTH 01°01'14" WEST ALONG THE WEST LINE OF AFORESAID SECTIONS 10 AND 3 TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 6098.77 FEET; THENCE NORTH 88°54'53" EAST ALONG THE LINE DIVIDING TOWNSHIP 5 SOUTH AND TOWNSHIP 6 SOUTH, ALSO BEING THE NORTH LINE OF SAID SECTION 3 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 136.16 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 10,169.46 FEET; THENCE SOUTH 24°32'59" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 676.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°28'36" EAST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°35'47" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1430.56 ACRES MORE OR LESS.



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# ST. JOHNS INTERCHANGE TRACT SOUTHEAST QUADRANT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 14 ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH  $89^{\circ}32'10''$  WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1390.41 FEET; THENCE SOUTH  $00^{\circ}24'16''$  WEST, A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}24'16''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 1183.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 583.89 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 214.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $10^{\circ}56'22''$  WEST AND A CHORD DISTANCE OF 213.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $21^{\circ}28'28''$  WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 206.71 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 198.00 FEET; THENCE SOUTH  $21^{\circ}28'28''$  WEST, A DISTANCE OF 216.68 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST, A DISTANCE OF 435.88 FEET; THENCE SOUTH  $25^{\circ}06'46''$  WEST, A DISTANCE OF 281.02 FEET; THENCE SOUTH  $81^{\circ}18'57''$  WEST, A DISTANCE OF 649.70 FEET; THENCE SOUTH  $12^{\circ}19'58''$  EAST, A DISTANCE OF 148.69 FEET; THENCE SOUTH  $81^{\circ}19'58''$  WEST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 598.47 FEET; THENCE NORTH  $27^{\circ}32'59''$  WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 154.32 FEET; THENCE NORTH  $24^{\circ}32'59''$  WEST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO AFORESAID INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 676.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 593.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $08^{\circ}23'59''$  WEST AND A CHORD DISTANCE OF 585.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $07^{\circ}45'01''$  EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 682.79 FEET TO THE POINT OF CURVE OF A

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CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 336.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 412.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°55'36" EAST AND A CHORD DISTANCE OF 387.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°06'12" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 210.20 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3690.72 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 417.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°17'36" EAST AND A CHORD DISTANCE OF 417.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 882.93 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 71°47'29" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 314.99 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 429.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 114.06 ACRES MORE OR LESS.

INTENDED TO BE THE SAME LANDS AS THOSE DESCRIBED IN OFFICIAL RECORDS VOLUME 837, PAGE 810, LESS AND EXCEPT THE INTERCHANGE PARCEL CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION.



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# SAINT JOHNS INTERCHANGE TRACT NORTHEAST QUADRANT

PART OF SECTIONS 2 AND 3 TOGETHER WITH ALL OF SECTION 10 LYING EAST OF INTERSTATE 95 RIGHT-OF-WAY (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431) TOGETHER WITH ALL OF SECTION 11 LESS AND EXCEPT THE EAST 1/2 OF, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART LYING IN AND WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95, A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°55'06" WEST AND A CHORD DISTANCE OF 214.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°09'40" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1048.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 528.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°45'46" WEST AND A CHORD DISTANCE OF 523.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°21'52" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, A DISTANCE OF 1695.35 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 3030.53 FEET; THENCE NORTH 89°18'55" EAST, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4946.39 FEET; THENCE SOUTH 00°11'37" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF SECTION 11 AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 4057.34 FEET; THENCE SOUTH 89°11'13" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1311.89 FEET; THENCE SOUTH 00°23'04" WEST ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1202.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 388.30 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED

(INGRESS & EGRESS EASEMENT BY OFFICIAL RECORDS BOOK 819, PAGE 1538)

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PART OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH  $89^{\circ}32'10''$  EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH  $00^{\circ}23'04''$  EAST ALONG THE WEST LINE OF THE SOUTHEAST  $1/4$  OF THE SOUTHWEST  $1/4$  OF SAID SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95 (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431), A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $00^{\circ}23'04''$  EAST, A DISTANCE OF 212.70 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 610.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $88^{\circ}27'18''$  EAST AND A CHORD DISTANCE OF 586.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $60^{\circ}28'02''$  EAST, A DISTANCE OF 415.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 715.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $64^{\circ}50'26''$  EAST AND A CHORD DISTANCE OF 612.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $26^{\circ}09'10''$  EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH  $00^{\circ}27'50''$  EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAID RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95, A DISTANCE OF 70.00 FEET; THENCE SOUTH  $89^{\circ}11'12''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 165.01 FEET; THENCE SOUTH  $89^{\circ}32'10''$  WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 399.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3948.72 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 455.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $86^{\circ}14'03''$  WEST AND A CHORD DISTANCE OF 454.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $84^{\circ}13'16''$  WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 259.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 260.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $85^{\circ}13'38''$  WEST AND A CHORD DISTANCE OF 258.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES MORE OR LESS.



## SIX MILE CREEK PARCEL

A PART OF SECTIONS 18, 19, 31 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, SECTIONS 24, 25, AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, SECTIONS 6, 38, AND 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16A, (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $63^{\circ}23'48''$  EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 12.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $63^{\circ}46'47''$  EAST, AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 224.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}07'58''$  EAST, AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $02^{\circ}36'50''$  EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1127.96 FEET; THENCE NORTH  $87^{\circ}23'36''$  EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH  $02^{\circ}36'44''$  WEST, A DISTANCE OF 764.85 FEET; THENCE NORTH  $83^{\circ}08'33''$  EAST, A DISTANCE OF 299.81 FEET; THENCE NORTH  $02^{\circ}37'28''$  WEST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16A, A DISTANCE OF 466.00 FEET; THENCE NORTH  $83^{\circ}08'48''$  EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 156.33 FEET; TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1399.69 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 238.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $88^{\circ}02'04''$  EAST, AND A CHORD DISTANCE OF 238.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $87^{\circ}04'40''$  EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 698.07 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 826 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $02^{\circ}55'34''$  WEST, CONTINUING WITH SAID LANDS A DISTANCE OF

735.09 FEET; THENCE SOUTH 20°16'19" WEST, CONTINUING WITH SAID LANDS A DISTANCE OF 1699.97 FEET; THENCE SOUTH 31°54'53" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 506.42 FEET; THENCE NORTH 20°16'15" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 1916.58 FEET; THENCE NORTH 02°55'02" EAST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16A, A DISTANCE OF 943.99 FEET; TO THE A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 988.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 376.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°53'53" EAST, AND A CHORD DISTANCE OF 373.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°59'57" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.65 FEET; THENCE SOUTH 72°33'50" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET; THENCE NORTH 21°23'43" EAST, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°32'01" EAST, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°43'11" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°31'16" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 36°14'16" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°27'22" EAST, TO ITS INTERSECTION WITH THE CENTERLINE OF A 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2806.29 FEET; THENCE NORTH 68°58'53" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°41'04" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°03'39" EAST, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°21'45" EAST, LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°23'10" EAST, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 13-A A 100 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°34'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°25'19" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°40'52" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°05'50" WEST, TO THE NORTHERLY CORNER OF LOT 5 AS SHOWN ON PLAT OF MILL CREEK ESTATES RECORDED IN MAP BOOK 14 PAGE 106 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 581.87 FEET; THENCE SOUTH 79°01'51" WEST, ALONG THE NORTHERLY LINE OF LOTS 6 AND 7 OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 1074.93 FEET; THENCE SOUTH 73°19'50" WEST,

ALONG THE NORTHERLY LINE OF LOT 8, SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 265.12 FEET; THENCE NORTH 38°16'58" WEST, TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF THE 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1317.68 FEET; THENCE SOUTH 32°24'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH 46°26'11" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH 54°46'59" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH 32°27'37" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH 53°44'12" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH 49°58'19" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE SOUTH 40°03'36" EAST, A DISTANCE OF 594.57 FEET TO A POINT IN THE AFORESAID CENTERLINE; THENCE SOUTH 51°20'38" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 202.00 FEET; THENCE SOUTH 45°58'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 245.17 FEET; THENCE SOUTH 37°50'46" EAST, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 19, AFOREMENTIONED MAP OF MILL CREEK ESTATES, A DISTANCE OF 464.72 FEET; THENCE SOUTH 28°41'32" WEST, CONTINUING ALONG THE NORTHERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 951.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 78°30'30" EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 2622.07 FEET TO THE CENTERLINE OF THE AFORESAID 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 10°58'45" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 13.74 FEET; THENCE SOUTH 79°08'03" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 586.21 FEET; THENCE NORTH 83°25'33" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE SOUTH 84°16'49" EAST, CONTINUING WITH SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH 40°13'07" EAST, CONTINUING ALONG SAID CENTERLINE ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH 77°22'33" EAST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1586.26 FEET; THENCE NORTH 88°34'49" EAST, CONTINUING ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE AFOREMENTIONED

WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13-A, A  
 DISTANCE OF 848.22 FEET; THENCE SOUTH 19°34'52" WEST, ALONG  
 SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 250.61 FEET;  
 THENCE SOUTH 88°28'23" WEST, LEAVING SAID WESTERLY RIGHT-  
 OF-WAY LINE, A DISTANCE OF 708.52 FEET TO A POINT IN THE  
 WESTERLY LINE OF SECTION 37, TOWNSHIP 6 SOUTH, RANGE 28  
 EAST; THENCE SOUTH 01°19'26" EAST, ALONG SAID WESTERLY  
 LINE, A DISTANCE OF 4917.21 FEET TO THE SOUTHWEST CORNER OF  
 SAID SECTION 37; THENCE SOUTH 89°53'35" EAST, ALONG THE  
 SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1179.79 FEET  
 TO THE SOUTHWESTERLY CORNER OF A 30 FEET WIDE DRAINAGE  
 EASEMENT AS RECORDED IN DEED BOOK 182 AT PAGE 133; THENCE  
 SOUTH 37°18'20" EAST, ALONG SAID SOUTHWESTERLY LINE TO ITS  
 INTERSECTION WITH THE WESTERLY LINE OF STATE ROAD NO. 13-A,  
 A DISTANCE OF 995.95 FEET; THENCE SOUTH 12°10'27" WEST,  
 ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF  
 1440.16 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE  
 BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2342.01 FEET;  
 THENCE SOUTHWESTERLY CONTINUING WITH SAID WESTERLY RIGHT-  
 OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC  
 DISTANCE OF 591.67 FEET, SAID ARC BEING SUBTENDED BY A  
 CHORD BEARING OF SOUTH 04°56'12" WEST, AND A CHORD DISTANCE  
 OF 590.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE;  
 THENCE SOUTH 02°18'03" EAST, CONTINUING WITH SAID WESTERLY  
 RIGHT-OF-WAY LINE, A DISTANCE OF 2010.75 FEET; THENCE NORTH  
 71°16'18" WEST, ALONG THE DIVISION LINE BETWEEN SECTION 4  
 AND SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, A DISTANCE  
 OF 4096.34 FEET; THENCE NORTH 60°26'27" WEST, CONTINUING  
 ALONG SAID DIVISION LINE, A DISTANCE OF 1734.02 FEET TO THE  
 COMMON CORNER TO SECTIONS 4, 5, AND 6; THENCE SOUTH  
 03°37'25" EAST, ALONG THE EASTERLY LINE OF SECTION 6, A  
 DISTANCE OF 3052.10 FEET; THENCE SOUTH 03°33'13" EAST,  
 ALONG THE EASTERLY LINE OF SECTION 38, A DISTANCE OF  
 2086.25 FEET; THENCE NORTH 87°12'39" WEST, A DISTANCE OF  
 863.15 FEET TO THE WATERS OF SIX MILE CREEK; THENCE NORTH  
 46°17'49" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A  
 DISTANCE OF 1430.00 FEET; THENCE NORTH 45°19'26" WEST,  
 ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF  
 1973.08 FEET; THENCE NORTH 16°05'23" WEST, ALONG THE WATERS  
 OF SAID SIX MILE CREEK, A DISTANCE OF 639.84 FEET; THENCE  
 NORTH 06°55'41" EAST, A DISTANCE OF 540.00 FEET TO A POINT  
 IN THE DIVISION LINE BETWEEN SECTIONS 6 AND 38; THENCE  
 NORTH 89°20'12" WEST, ALONG SAID DIVISION LINE, A DISTANCE  
 OF 540.00 FEET; THENCE NORTH 01°32'49" WEST, ALONG THE  
 WESTERLY LINE OF THE NORTH 28 ACRES OF THE NORTHEAST 1/4 OF  
 THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2665.80  
 FEET TO A POINT IN SAID SIX MILE CREEK; THENCE WITH THE

WATERS OF SAID SIX MILE CREEK THE FOLLOWING TWENTY NINE  
 (29) BEARING AND DISTANCES (1) NORTH 21°59'28" WEST, A  
 DISTANCE OF 115.71 FEET; (2) THENCE NORTH 04°15'38" WEST, A  
 DISTANCE OF 471.70 FEET; (3) THENCE NORTH 15°42'55" WEST, A  
 DISTANCE OF 530.00 FEET; (4) THENCE NORTH 74°28'28" WEST, A  
 DISTANCE OF 160.00 FEET; (5) THENCE NORTH 32°07'06" WEST, A  
 DISTANCE OF 147.65 FEET; (6) THENCE NORTH 15°07'30" WEST, A  
 DISTANCE OF 655.70 FEET; (7) THENCE NORTH 58°48'11" WEST, A  
 DISTANCE OF 336.17 FEET; (8) THENCE NORTH 39°05'47" WEST, A  
 DISTANCE OF 291.63 FEET; (9) THENCE NORTH 07°34'52" EAST, A  
 DISTANCE OF 480.55 FEET; (10) THENCE NORTH 31°17'16" WEST,  
 A DISTANCE OF 88.74 FEET; (11) THENCE NORTH 20°26'08" EAST,  
 A DISTANCE OF 219.13 FEET; (12) THENCE NORTH 33°09'18"  
 WEST, A DISTANCE OF 141.49 FEET; (13) THENCE NORTH  
 08°12'46" EAST, A DISTANCE OF 515.92 FEET; (14) THENCE  
 NORTH 15°19'05" WEST, A DISTANCE OF 745.08 FEET; (15)  
 THENCE NORTH 33°44'44" WEST, A DISTANCE OF 216.76 FEET;  
 (16) THENCE NORTH 54°12'24" WEST, A DISTANCE OF 864.38  
 FEET; (17) THENCE NORTH 22°57'55" WEST, A DISTANCE OF  
 380.61 FEET; (18) THENCE NORTH 20°24'29" WEST, A DISTANCE  
 OF 202.16 FEET; (19) THENCE SOUTH 88°26'32" WEST, A  
 DISTANCE OF 190.74 FEET; (20) THENCE NORTH 55°09'29" WEST,  
 A DISTANCE OF 308.93 FEET; (21) THENCE NORTH 44°40'29"  
 WEST, A DISTANCE OF 350.69 FEET; (22) THENCE NORTH  
 33°10'13" WEST, A DISTANCE OF 230.07 FEET; (23) THENCE  
 NORTH 56°26'30" WEST, A DISTANCE OF 260.59 FEET; (24) NORTH  
 01°22'50" WEST, A DISTANCE OF 303.45 FEET; (25) THENCE  
 NORTH 28°32'35" WEST, A DISTANCE OF 522.44 FEET; (26)  
 THENCE NORTH 19°05'07" WEST, A DISTANCE OF 479.11 FEET;  
 (27) THENCE NORTH 70°02'28" WEST, A DISTANCE OF 257.46  
 FEET; (28) THENCE NORTH 05°33'42" WEST, A DISTANCE OF  
 519.98 FEET; (29) THENCE NORTH 33°12'51" WEST, A DISTANCE  
 OF 664.34 FEET; THENCE NORTH 88°07'49" EAST, LEAVING THE  
 WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET TO  
 THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST  
 1/4 OF SECTION 25; THENCE NORTH 02°29'20" WEST, TO ITS  
 INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE  
 ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF WAY AS NOW  
 ESTABLISHED), A DISTANCE OF 4147.39 FEET TO A POINT ON A  
 CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS  
 OF 2342.01 FEET; THENCE NORTHEASTERLY ALONG THE SAID  
 EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE  
 AN ARC DISTANCE OF 721.56 FEET, SAID ARC BEING SUBTENDED BY  
 A CHORD BEARING OF NORTH 19°55'50" EAST, AND A CHORD  
 DISTANCE OF 718.71 FEET TO THE END OF SAID CURVE AT THE  
 SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN  
 OFFICIAL RECORDS VOLUME 492 AT PAGE 812 OF THE CURRENT

PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $65^{\circ}13'38''$  EAST,  
ALONG LINES OF SAME, A DISTANCE OF 967.56 FEET; THENCE  
NORTH  $87^{\circ}23'47''$  EAST, CONTINUE ALONG LINES OF SAME, A  
DISTANCE OF 1587.56 FEET; THENCE NORTH  $02^{\circ}36'55''$  WEST,  
CONTINUE ALONG LINES OF SAME, A DISTANCE OF 2680.13 FEET,  
TO THE POINT OF BEGINNING.

CONTAINING 3910.04 ACRES MORE OR LESS.

## PARCEL C

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAFF ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE WESTERLY LINE OF GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE NORTH 19°05'30" EAST ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°05'30" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 71°48'11" WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 37, A DISTANCE OF 776.07 FEET TO A SET 1/2 INCH REBAR; THENCE NORTH 88°23'17" EAST ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1631.87 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°58'56" WEST ALONG THE SAID EASTERLY LINE OF SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET 1 1/2 INCH REBAR; THENCE SOUTH 72°25'05" EAST ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 18°51'53" WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 72°14'54" WEST, A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 19°07'16" WEST TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 72°08'34" EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1941.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 76°29'14" WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAFF ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY MADE BY NORTHEAST FLORIDA SURVEYORS, 454.55 ACRES MORE OR LESS.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

Public Records of  
St. Johns County, FL  
Clerk# 03-046877  
O.R. 1989 PG 1917  
08:54AM 07/08/2003  
REC \$77.00 SUR \$10.00

## FIVE MINUTE RECORDING

### NOTICE OF DRI/DEVELOPMENT ORDER MODIFICATION

**IT LAND ASSOCIATES, LLC**, a Florida limited liability company, and **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f), *Florida Statutes*.

The purpose of this document is to provide notice that the St. Johns County Board of County Commissioners adopted a modification to the Saint Johns Development of Regional Impact Development Order on June 17, 2003, under Resolution 2003-116.

The original development order and previous amendments have been approved as follows:

The original development order was approved by Resolution 91-130, as modified by Resolutions 91-183, 94-211, 95-06, 96-102, 96-233, 98-126, 98-179, 99-20, 99-173, and 2002-53.

The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida.

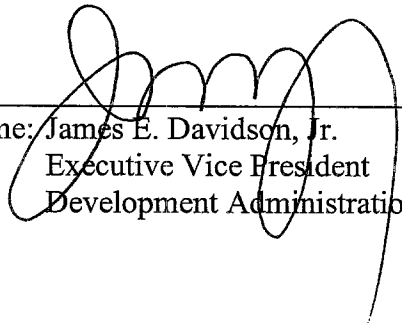
As specified in Section 380.06(15)(f), *Florida Statutes*, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.



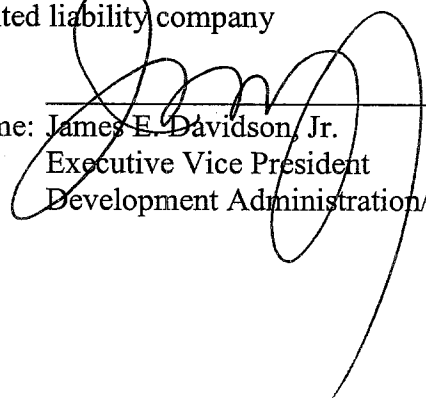
0R1989PG1918

IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

IT LAND ASSOCIATES, LLC, a Florida limited liability company

By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration/Manager  
6/25/03

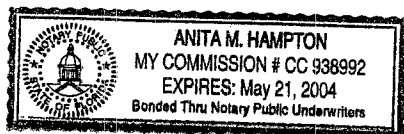
SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By:   
Name: James E. Davidson, Jr.  
Its: Executive Vice President  
Development Administration/Manager  
6/25/03

0R1989PG1919

STATE OF FLORIDA \_\_\_\_\_ )  
 )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 25 day of June, 2003, by **JAMES E. DAVIDSON, JR.**, Executive Vice President Development Administration/Manager of **IT LAND ASSOCIATES, LLC**, a Florida limited liability company, behalf of the company.



Anita M. Hampton  
Print Name Anita M. Hampton  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known ☒ ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA \_\_\_\_\_ )  
 )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2003 by **JAMES E. DAVIDSON, JR.**, the Executive Vice President Development Administration/Manager of **SJ LAND COMPANY**, a Delaware corporation, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton  
(Print Name Anita M. Hampton)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally known ☒ ✓ or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT A

LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way; and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South  $89^{\circ}02'10''$  West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South  $89^{\circ}32'10''$  West a distance of 1043.00 feet; Course No. 2 - thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; Course No. 3 - thence South  $89^{\circ}32'10''$  West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet; said arc being subtended by a chord bearing of South  $81^{\circ}13'23''$  West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South  $44^{\circ}35'20''$  West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North  $89^{\circ}18'55''$  East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South  $00^{\circ}11'37''$  East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South 89°11'13" West along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 11 a distance of 1311.89 feet; thence South 00°23'04" West along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North 88°27'18" East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North 60°28'02" East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South 64°50'26" East and a chord distance of 612.04 feet to the end of said curve; thence South 26°09'10" East a distance of 70.00 feet; thence South 00°27'50" East a distance of 70.00 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South 89°32'10" West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North 00°27'50" West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less.

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road Sl3A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North  $00^{\circ}27'50''$  West a distance of 96.00 feet; thence North  $89^{\circ}11'12''$  East a distance of 165.01 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way); and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

OR1989PG1925

LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road 513A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a



chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwesterly right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwesterly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwesterly right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South  $60^{\circ}09'09''$  West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South  $62^{\circ}26'20''$  West along said Northwesterly right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established); a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South  $58^{\circ}19'47''$  West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet; said arc being subtended by a chord bearing of South  $49^{\circ}21'34''$  West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South  $44^{\circ}29'54''$  West a distance of 204.46 feet; Course No. 6 - thence South  $45^{\circ}30'05''$  East a distance of 17.00 feet; Course No. 7 - thence South  $44^{\circ}29'54''$  West along said Northwesterly right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwesterly right-of-way line; Course No. 8 - thence South  $50^{\circ}29'50''$  West a distance of 2475.39 feet; thence North  $53^{\circ}13'38''$  West, leaving said Northwesterly right-of-way line, a distance of 2258.70 feet; thence North  $14^{\circ}55'52''$  East along the Northwesterly line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwesterly corner of said Section 44; thence North  $16^{\circ}14'53''$  East along the Northwesterly line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwesterly line of Section 43; thence North  $01^{\circ}01'14''$  West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North  $88^{\circ}54'53''$  East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South 27°32'59" East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South 27°32'59" East, along said Southwesterly right-of-way line, to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width), a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet; thence North 45°30'06" West leaving said Northwesterly right-of-way line, a distance of 143.00 feet; thence North 44°29'54" East a distance of 362.79 feet; thence North 41°20'46" East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 336.00 feet and a central angle of 35°44'59"; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 03°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

OR1989PG1930

BEGINNING; thence continue South  $44^{\circ}29'54''$  West along said Northwesterly right-of-way line, a distance of 1003.52 feet; thence North  $31^{\circ}14'07''$  East a distance of 623.28 feet; thence North  $44^{\circ}29'54''$  East a distance of 396.87 feet; thence South  $45^{\circ}30'06''$  East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 83 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33



seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along last said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet; said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJH38(1-4)

TURNBULL CREEK PARCEL

A part of Government Lots 15, 16 and 17, Section 38, Township 6 South, Range 28 East and that part of Government Lot 17, lying in Section 41, Township 7 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Begin at the Westerly line of Government Lot 17, Section 38, Township 6 South, Range 28 East and the Northerly line of Scaff Road (County maintained); thence South 76 degrees 33 minutes 35 seconds East, along the Northerly line of Scaff Road, 4608.66 feet to its intersection with the Northeasterly line of said Government Lot 17, Section 41, Township 7 South, Range 28 East; thence North 72 degrees 15 minutes, 59 seconds West 1942.6 feet to a point on said Northeasterly line of Government Lot 17, Section 38, Township 6 South, Range 28 East; thence North 19 degrees 01 minute 28 seconds East, 1344.79 feet; thence South 72 degrees 19 minutes 24 seconds East, 988.52 feet; thence North 18 degrees 47 minutes 30 seconds East, 4037.03 feet to the Northeasterly line of Government Lot 16; thence North 72 degrees 29 minutes 39 seconds West, along the Northeasterly line of Government Lots 15 and 16, 4654.07 feet to the Easterly line of Section 37, Township 6 South, Range 28 East; thence South 00 degrees 58 minutes 50 seconds East, along said Easterly line of Section 37, 5072.54 feet to the Southwest corner of said Section 37; thence South 88 degrees 18 minutes 30 seconds West, along the South line of said Section 37, 1680.58 feet to its intersection with the Southwesterly line of Government Lot 15; thence South 72 degrees 15 minutes 59 seconds East, along the Southwesterly line of said Government Lot 15, 874.26 feet to the Northwesterly corner of the aforementioned Government Lot 17; thence South 19 degrees 15 minutes 32 seconds West, along the Westerly line of said Government Lot 17, 345.11 feet to the POINT OF BEGINNING.

Containing 455 acres, more or less

SJH38(5)

161  
14  
Public Records of  
St. Johns County, FL  
Clerk# 98045682  
O.R. 1354 PG 1883  
03:35PM 10/09/1998  
REC \$57.00 SUR \$7.50

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE  
PAPPAS MITCALF JENKS MILLER  
& REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FLORIDA 32202-4327

NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION

SJH PARTNERSHIP, LTD., a Florida limited partnership, and SJ  
LAND ASSOCIATES, LLC, a Delaware limited liability company, the  
developers of the Saint Johns Development of Regional Impact,  
hereby record this Notice pursuant to the requirements of Section  
380.06(15)(f), Florida Statutes.

The purpose of this document is to provide notice that St.  
Johns County adopted a modification to the Saint Johns Development  
of Regional Impact Development Order on September 22, 1998, under  
Resolution 98-179.

The Saint Johns Development of Regional Impact Development  
Order is a land development regulation applicable to the real  
property described on the attached Exhibit "A". The Saint Johns  
Development of Regional Impact Development Order and any  
modifications to that development order may be examined in the  
offices of the St. Johns County Planning and Zoning Department  
located at 4020 Lewis Speedway, St. Augustine, Florida 32085.

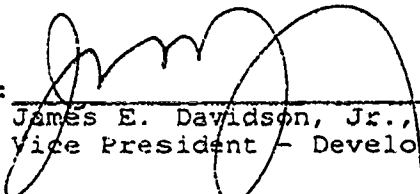
As specified in Section 380.06(15)(f), Florida Statutes,  
recording of this Notice shall not constitute a lien, cloud or  
encumbrance on real property, or actual or constructive notice of  
any such lien, cloud or encumbrance.

IN WITNESS WHEREOF, the developers have caused this Notice to be executed and recorded.

**SJH PARTNERSHIP, LTD.**, a Florida limited partnership

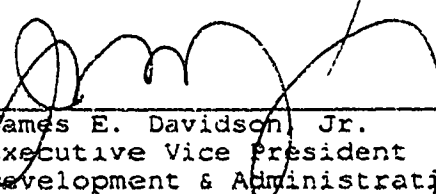
By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**  
a Florida corporation, its general partner

By:   
James E. Davidson, Jr.,  
Vice President - Development

**SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company

By: **SJ LAND COMPANY**, a Delaware corporation

By:   
James E. Davidson, Jr.  
Executive Vice President  
Development & Administration

STATE OF FLORIDA                    )  
   ) SS  
 COUNTY OF ST. JOHNS                )

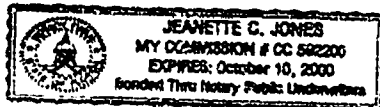
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 1998, by **JAMES E. DAVIDSON, JR.**, Vice President-Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Jeanette C. Jones  
 (Print Name)  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally Known \_\_\_\_\_  
 or Produced I.D. \_\_\_\_\_  
 (Check one of the above)  
 Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA                    )  
   ) SS  
 COUNTY OF ST. JOHNS                )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 1998, by **JAMES E. DAVIDSON, JR.**, Executive Vice President-Development and Administration of SJ LAND COMPANY, a Delaware corporation, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company.



Jeanette C. Jones  
 (Print Name)  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally Known \_\_\_\_\_  
 or Produced I.D. \_\_\_\_\_  
 (Check one of the above)  
 Type of Identification Produce \_\_\_\_\_

## EXHIBIT A

LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 1 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesternly of the Northwesternly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South 89°02'10" West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South 89°32'10" West a distance of 1043.00 feet; Course No. 2 - thence North 00°27'50" West a distance of 17.00 feet; Course No. 3 - thence South 89°32'10" West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South 81°13'23" West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South 89°32'10" West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South 89°32'10" West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South 44°35'20" West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North 27°32'59" West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North 89°18'55" East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South 00°11'37" East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South  $89^{\circ}11'13''$  West along the North line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11 a distance of 1311.89 feet; thence South  $00^{\circ}23'04''$  West along the West line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North  $88^{\circ}27'18''$  East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North  $60^{\circ}28'02''$  East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South  $64^{\circ}50'26''$  East and a chord distance of 612.04 feet to the end of said curve; thence South  $26^{\circ}09'10''$  East a distance of 70.00 feet; thence South  $00^{\circ}27'50''$  East a distance of 70.00 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South  $89^{\circ}32'10''$  West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2503.77 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South



line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North 00°27'50" West a distance of 96.00 feet; thence North 89°11'12" East a distance of 165.01 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet,  $213.51$  feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.69 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 15.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

## LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 675.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.57 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwesterly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South 60°09'09" West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South 62°26'20" West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established) a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South 58°19'47" West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South 49°21'34" West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South 44°29'54" West a distance of 204.46 feet; Course No. 6 - thence South 45°30'05" East a distance of 17.00 feet; Course No. 7 - thence South 44°29'54" West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South 50°29'50" West a distance of 2475.39 feet; thence North 53°13'38" West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North 14°55'52" East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North 16°14'53" East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North 01°01'14" West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North 68°54'53" East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South  $27^{\circ}32'59''$  East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North  $89^{\circ}32'10''$  East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South  $27^{\circ}32'59''$  East, along said Southwesterly right-of-way line, to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road SL3A (a right-of-way of varying width), a distance of 701.62 feet; thence South  $60^{\circ}09'09''$  West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South  $62^{\circ}26'19''$  West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of  $17^{\circ}56'25''$ ; thence Southwesterly continuing along said Northwesterly right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South  $53^{\circ}28'07''$  West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South  $44^{\circ}29'54''$  West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South  $45^{\circ}30'06''$  East a distance of 17.00 feet; thence South  $44^{\circ}29'54''$  West continuing along said Northwesterly right-of-way line a distance of 176.42 feet; thence North  $45^{\circ}30'06''$  West leaving said Northwesterly right-of-way line, a distance of 143.00 feet; thence North  $44^{\circ}29'54''$  East a distance of 362.79 feet; thence North  $41^{\circ}20'46''$  East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 336.00 feet and a central angle of  $35^{\circ}44'50''$ ; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.55 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said Northwesterly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36



Public Records of  
St. Johns County, FL  
Clerk# 98034330  
O.R. 1338 PG 205  
11:21AM 08/03/1998  
REC \$77.00 SUR \$10.00

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE  
PAPPAS MITCALF JENKS  
MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

2832-

NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION

SJH PARTNERSHIP, LTD., a Florida limited partnership, and DUNAVANT ENTERPRISES, INC., a Tennessee corporation, the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f), Florida Statutes.

The purpose of this document is to provide notice that St. Johns County adopted a modification to the Saint Johns Development of Regional Impact Development Order on June 23, 1998, under Resolution 98-126.

The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida 32085.

As specified in Section 380.06(15)(f), Florida Statutes, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

**SJH PARTNERSHIP, LTD.,** a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**  
a Florida corporation, its general partner

By: \_\_\_\_\_  
James E. Davidson, Jr.,  
Vice-President Development

**DUNAVANT ENTERPRISES, INC.,** a Tennessee corporation

By: **DAVIDSON DEVELOPMENT, INC.,** a Florida corporation, its development manager

By: \_\_\_\_\_  
James E. Davidson, Jr.,  
President

STATE OF FLORIDA       )  
                                   )SS  
 COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 1938, by James E. Davidson, Jr., Vice-President of Development of St. Johns Harbour, Inc., a Florida Corporation, and President of Davidson Development, Inc., a Florida corporation, on behalf of the corporations.

Jeanette C. Jones  
 (Print Name Jeanette C. Jones)

NOTARY PUBLIC

State of Florida at Large

Commission # CC 592200

My Commission Expires: Oct 10, 2000

Personally Known X

or Produced I.D. \_\_\_\_\_

[check one of the above]

Type of Identification Produced \_\_\_\_\_



## EXHIBIT A

LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South 89°02'10" West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South 89°32'10" West a distance of 1043.00 feet; Course No. 2 - thence North 00°27'50" West a distance of 17.00 feet; Course No. 3 - thence South 89°32'10" West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South 81°13'23" West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South 89°32'10" West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South 89°32'10" West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South 44°35'20" West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North 27°32'59" West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North 89°18'55" East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South 00°11'37" East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South 89°11'13" West along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 11 a distance of 1311.89 feet; thence South 00°23'04" West along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North 88°27'18" East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North 60°28'02" East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South 64°50'26" East and a chord distance of 612.04 feet to the end of said curve; thence South 26°09'10" East a distance of 70.00 feet; thence South 00°27'50" East a distance of 70.00 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.52 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South 89°32'10" West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North 00°27'50" West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way, as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North  $00^{\circ}27'50''$  West a distance of 96.00 feet; thence North  $89^{\circ}11'12''$  East a distance of 165.01 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet; thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less



## LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.93 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road--No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwestern right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South  $60^{\circ}09'09''$  West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South  $62^{\circ}26'20''$  West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established); a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South  $58^{\circ}19'47''$  West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South  $49^{\circ}21'34''$  West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South  $44^{\circ}29'54''$  West a distance of 204.46 feet; Course No. 6 - thence South  $45^{\circ}30'05''$  East a distance of 17.00 feet; Course No. 7 - thence South  $44^{\circ}29'54''$  West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South  $50^{\circ}29'50''$  West a distance of 2475.39 feet; thence North  $53^{\circ}13'38''$  West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North  $14^{\circ}55'52''$  East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North  $16^{\circ}14'53''$  East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North  $01^{\circ}01'14''$  West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North  $88^{\circ}54'53''$  East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South  $27^{\circ}32'59''$  East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North  $89^{\circ}32'10''$  East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South  $27^{\circ}32'59''$  East, along said Southwesterly right-of-way line, to its intersection with the Northwestern right-of-way line of Nine Mile Road, County Road SL3A (a right-of-way of varying width), a distance of 701.62 feet; thence South  $60^{\circ}09'09''$  West along said Northwestern right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South  $62^{\circ}26'19''$  West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of  $17^{\circ}56'25''$ ; thence Southwesterly continuing along said Northwestern right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South  $53^{\circ}28'07''$  West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South  $44^{\circ}29'54''$  West continuing along said Northwestern right-of-way line a distance of 204.46 feet; thence South  $45^{\circ}30'06''$  East a distance of 17.00 feet; thence South  $44^{\circ}29'54''$  West continuing along said Northwestern right-of-way line a distance of 176.42 feet; thence North  $45^{\circ}30'06''$  West leaving said Northwestern right-of-way line, a distance of 143.00 feet; thence North  $44^{\circ}29'54''$  East a distance of 362.79 feet; thence North  $41^{\circ}20'46''$  East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesternly having a radius of 336.00 feet and a central angle of  $35^{\circ}44'59''$ ; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said Northwesterly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

## EXHIBIT A

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said



Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 52 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Facetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 58 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along last said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJM38(1-4)

TURNBULL CREEK PARCEL

A part of Government Lots 15, 16 and 17, Section 38, Township 6 South, Range 28 East and that part of Government Lot 17, lying in Section 41, Township 7 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Begin at the Westerly line of Government Lot 17, Section 38, Township 6 South, Range 28 East and the Northerly line of Scaff Road (County maintained); thence South 76 degrees 33 minutes 35 seconds East, along the Northerly line of Scaff Road, 4608.66 feet to its intersection with the Northeasterly line of said Government Lot 17, Section 41, Township 7 South, Range 26 East; thence North 72 degrees 15 minutes, 59 seconds West 1942.6 feet to a point on said Northeasterly line of Government Lot 17, Section 38, Township 6 South, Range 28 East; thence North 19 degrees 01 minute 28 seconds East, 1344.79 feet; thence South 72 degrees 19 minutes 24 seconds East, 988.52 feet; thence North 18 degrees 47 minutes 30 seconds East, 4037.03 feet to the Northeasterly line of Government Lot 16; thence North 72 degrees 29 minutes 39 seconds West, along the Northeasterly line of Government Lots 15 and 16, 4654.07 feet to the Easterly line of Section 37, Township 6 South, Range 28 East; thence South 00 degrees 58 minutes 50 seconds East, along said Easterly line of Section 37, 5072.54 feet to the Southwest corner of said Section 37; thence South 88 degrees 18 minutes 30 seconds West, along the South line of said Section 37, 1680.68 feet to its intersection with the Southwesterly line of Government Lot 15; thence South 72 degrees 15 minutes 59 seconds East, along the Southwesterly line of said Government Lot 15, 874.26 feet to the Northwesterly corner of the aforementioned Government Lot 17; thence South 19 degrees 15 minutes 32 seconds West, along the Westerly line of said Government Lot 17, 345.11 feet to the POINT OF BEGINNING.

Containing 455 acres, more or less

SJH38(5)

Recorded in Public Records St. Johns County, FL  
Clerk# 97001175 O.R. 1217 PG 437 08:19AM 01/13/1997  
Recording \$77.00 Surcharge \$10.00

Bk: 8519  
Pg: 1346 -- 1364  
Doc# 97003372  
Filed & Recorded  
01/07/97  
12:22:58 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 87.00

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE  
PAPPAS MITCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4377

NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION

SJH PARTNERSHIP, LTD., a Florida limited partnership, and  
DUNAVANT ENTERPRISES, INC., a Tennessee corporation, the developers  
of the Saint Johns Development of Regional Impact, hereby record  
this notice pursuant to the requirements of Section 380.06(15)(f),  
Florida Statutes.

The purpose of this document is to provide notice that St.  
Johns County adopted a modification to the Saint Johns Development  
of Regional Impact Development Order on June 11, 1996, under  
Resolution 996-102. A subsequent modification to the Saint Johns  
Development of Regional Impact Development Order was adopted by St.  
Johns County on December 10, 1996, under Resolution 96-233.

The Saint Johns Development of Regional Impact Development  
Order is a land development regulation applicable to the real  
property described on the attached Exhibit "A". The Saint Johns  
Development of Regional Impact Development Order and any  
modifications to that development order may be examined in the  
offices of the St. Johns County Planning and Zoning Department  
located at 4020 Lewis Speedway, St. Augustine, Florida 32085.

As specified in Section 380.06(15)(f), Florida Statutes,  
recording of this notice shall not constitute a lien, cloud or  
encumbrance on real property, or actual or constructive notice of  
any such lien, cloud or encumbrance.

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IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

**SJH PARTNERSHIP, LTD.,** a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.** a Florida corporation, its general partner

By: \_\_\_\_\_  
James E. Davidson, Jr.,  
Vice-President - Development

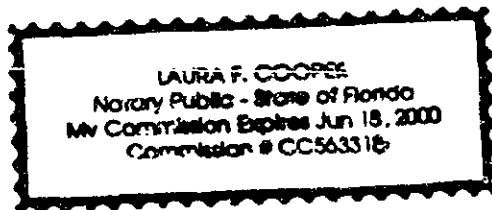
**DUNAVANT ENTERPRISES, INC.,** a Tennessee corporation

By: **DAVIDSON DEVELOPMENT, INC.,** a Florida corporation, its development manager

By: \_\_\_\_\_  
James E. Davidson, Jr., President

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS ) SS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1996, by James E. Davidson, Jr., Vice-President - Development of St. Johns Harbour, Inc., a Florida Corporation, and President of Davidson Development, Inc., a Florida corporation, on behalf of the corporations.



Laura F. Cooper  
(Print Name LAURA F. COOPER)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT A

LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South  $89^{\circ}02'10''$  West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South  $89^{\circ}32'10''$  West a distance of 1043.00 feet; Course No. 2 - thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; Course No. 3 - thence South  $89^{\circ}32'10''$  West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South  $81^{\circ}13'23''$  West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South  $44^{\circ}35'20''$  West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North  $89^{\circ}18'55''$  East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South  $00^{\circ}11'37''$  East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

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4057.34 feet; thence South 89°11'13" West along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 11 a distance of 1311.89 feet; thence South 00°23'04" West along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North 88°27'18" East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North 60°28'02" East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South 64°50'26" East and a chord distance of 612.04 feet to the end of said curve; thence South 26°09'10" East a distance of 70.00 feet; thence South 00°27'50" East a distance of 70.00 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South 89°32'10" West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North 00°27'50" West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly



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right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

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line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North 00°27'50" West a distance of 96.00 feet; thence North 89°11'12" East a distance of 165.01 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

O.R. 1217 PG 0444

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 193.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

D.R. 1217 PG 0445

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road--No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

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chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less.

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

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Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road Sl3A, a 160 foot right-of-way as now established) with the Southwestern right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South  $60^{\circ}09'09''$  West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South  $62^{\circ}26'20''$  West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established) a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South  $58^{\circ}19'47''$  West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South  $49^{\circ}21'34''$  West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South  $44^{\circ}29'54''$  West a distance of 204.46 feet; Course No. 6 - thence South  $45^{\circ}30'05''$  East a distance of 17.00 feet; Course No. 7 - thence South  $44^{\circ}29'54''$  West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South  $50^{\circ}29'50''$  West a distance of 2475.39 feet; thence North  $53^{\circ}13'38''$  West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North  $14^{\circ}55'52''$  East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North  $16^{\circ}14'53''$  East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North  $01^{\circ}01'14''$  West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North  $88^{\circ}54'53''$  East along the line dividing Township 5 South and Township 6 South and the North

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line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South  $27^{\circ}32'59''$  East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North  $89^{\circ}32'10''$  East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South  $27^{\circ}32'59''$  East, along said Southwesterly right-of-way line, to its intersection with the Northwestern right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width), a distance of 701.62 feet; thence South  $60^{\circ}09'09''$  West along said Northwestern right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South  $62^{\circ}26'19''$  West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of  $17^{\circ}56'25''$ ; thence Southwesterly continuing along said Northwestern right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South  $53^{\circ}28'07''$  West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South  $44^{\circ}29'54''$  West continuing along said Northwestern right-of-way line a distance of 204.46 feet; thence South  $45^{\circ}30'06''$  East a distance of 17.00 feet; thence South  $44^{\circ}29'54''$  West continuing along said Northwestern right-of-way line a distance of 176.42 feet; thence North  $45^{\circ}30'06''$  West leaving said Northwestern right-of-way line, a distance of 143.00 feet; thence North  $44^{\circ}29'54''$  East a distance of 362.79 feet; thence North  $41^{\circ}20'46''$  East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesternly having a radius of 336.00 feet and a central angle of  $35^{\circ}44'59''$ ; thence

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Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF



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BEGINNING; thence continue South 44°29'54" West along said Northwesternly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less,

Interchange Northwest containing 1434.93 acres, more or less

SJH36

## EXHIBIT A

O.R. 1217 PG 0451

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 05 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

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Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13. (a 100.0 foot right of way as now established); thence North easterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

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Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 56 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

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seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJH38(1-4)

EXHIBIT "A"

D.R. 1217 PG 0455

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAPP ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE WESTERLY LINE OF SAID GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE NORTH 19°05'30" EAST ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°05'30" EAST CONTINUING ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 71°48'11" WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE ANDRES PACETTI GRANT, SECTION 37, A DISTANCE OF 776.07 FEET TO A SET 1/2 INCH REBAR; THENCE NORTH 88°23'17" EAST ALONG SAID SOUTH LINE OF SECTION 37, A DISTANCE OF 1631.87 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°58'56" WEST ALONG THE EASTERLY LINE OF SAID SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET 1/2 INCH REBAR; THENCE SOUTH 72°25'05" EAST ALONG THE NORTHEASTERLY LINE OF SAID GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 18°51'53" WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 72°14'54" WEST A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 19°07'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 72°08'34" EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1941.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 76°29'14" WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAPP ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 454.55 ACRES MORE OR LESS.

16 Rec  
65  
85

NOTICE OF  
DRI/DEVELOPMENT ORDER MODIFICATION

SJH Partnership, Ltd. and Dunavant Enterprises, Inc., the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f) of the Florida Statutes.

The purpose of this document is to provide notice that St. Johns County adopted a modification to the Saint Johns Development of Regional Impact Development Order on November 10, 1994 under Resolution 94-211. A subsequent modification to correct a clerical error was approved January 10, 1995 under Resolution 95-06.

The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit A. The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida 32085.

As specified in Section 380.06(15)(f) of the Florida Statutes, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

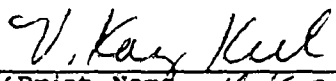
IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

SJH PARTNERSHIP, LTD. and  
DUNAVANT ENTERPRISES, INC.  
By: Davidson Development, Inc.  
Its: Development Manager

By:   
Eduardo E. Gil, Vice President

STATE OF FLORIDA )  
COUNTY OF DUVAL ) SS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 1995, by EDUARDO E. GIL, Vice President of Davidson Development, Inc., a Florida corporation, on behalf of the corporation.

  
(Print Name V. Kay Reed)

NOTARY PUBLIC

State of FL at Large

Commission # 0003153

My Commission Expires: 12/31/95

Personally Known ☒

or Produced I.D. ☐

[check one of the above]

Type of Identification Produced Notary Seal

Recorded in Public Records St. Johns County, FL  
Clerk # 95001313 O.R. 1091 PG 1119 02:56PM 01-17-95  
Recording 65.00 Surcharge 8.50

In + Return  
Pappas Matsell + Jenks  
200 W. Forsyth St. Suite 1400  
Jax, FL 32202-4327

## EXHIBIT A

LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South 89°02'10" West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South 89°32'10" West a distance of 1043.00 feet; Course No. 2 - thence North 00°27'50" West a distance of 17.00 feet; Course No. 3 - thence South 89°32'10" West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South 81°13'23" West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South 89°32'10" West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South 89°32'10" West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South 44°35'20" West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North 27°32'59" West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North 89°18'55" East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South 00°11'37" East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of



4057.34 feet; thence South  $89^{\circ}11'13''$  West along the North line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11 a distance of 1311.89 feet; thence South  $00^{\circ}23'04''$  West along the West line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North  $38^{\circ}27'18''$  East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North  $60^{\circ}28'02''$  East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South  $64^{\circ}50'26''$  East and a chord distance of 612.04 feet to the end of said curve; thence South  $26^{\circ}09'10''$  East a distance of 70.00 feet; thence South  $00^{\circ}27'50''$  East a distance of 70.00 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South  $89^{\circ}32'10''$  West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North  $00^{\circ}27'50''$  West a distance of 53.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 26 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North 00°27'50" West a distance of 96.00 feet; thence North 89°11'12" East a distance of 165.01 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwesterly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South  $60^{\circ}09'09''$  West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South  $62^{\circ}26'20''$  West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established) a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South  $58^{\circ}19'47''$  West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South  $49^{\circ}21'34''$  West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South  $44^{\circ}29'54''$  West a distance of 204.46 feet; Course No. 6 - thence South  $45^{\circ}30'05''$  East a distance of 17.00 feet; Course No. 7 - thence South  $44^{\circ}29'54''$  West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South  $50^{\circ}29'50''$  West a distance of 2475.39 feet; thence North  $53^{\circ}13'38''$  West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North  $14^{\circ}55'52''$  East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North  $16^{\circ}14'53''$  East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North  $01^{\circ}01'14''$  West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North  $88^{\circ}54'53''$  East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South  $27^{\circ}32'59''$  East along said Southwesterly right-of-way line a distance of 12,538.34 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North  $89^{\circ}32'10''$  East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South  $27^{\circ}32'59''$  East, along said Southwesterly right-of-way line, to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road Sl3A (a right-of-way of varying width), a distance of 701.62 feet; thence South  $60^{\circ}09'09''$  West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South  $62^{\circ}26'19''$  West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of  $17^{\circ}56'25''$ ; thence Southwesterly continuing along said Northwesterly right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South  $53^{\circ}28'07''$  West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South  $44^{\circ}29'54''$  West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South  $45^{\circ}30'06''$  East a distance of 17.00 feet; thence South  $44^{\circ}29'54''$  West continuing along said Northwesterly right-of-way line a distance of 176.42 feet; thence North  $45^{\circ}30'06''$  West leaving said Northwesterly right-of-way line, a distance of 142.00 feet; thence North  $44^{\circ}29'54''$  East a distance of 362.79 feet; thence North  $41^{\circ}20'46''$  East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 336.00 feet and a central angle of  $35^{\circ}44'50''$ ; thence



Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.55 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said Northwesternly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 26 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 33 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 579.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 754.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJH38(1-4)

Int Re: Pappas + Metcalfe  
3301 Independent Square  
Jax, FL 32202

Rec: (16) 65007850 NOTIFICATION OF DRI/DEVELOPMENT ORDER

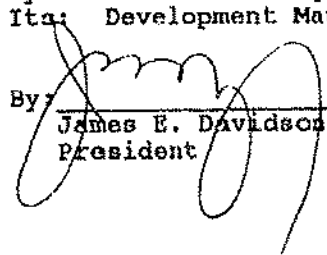
SJH PARTNERSHIP, LTD. and DUNAVANT ENTERPRISES, INC., the developers of the Saint Johns Development of Regional Impact hereby record this notice pursuant to the requirements of Section 380.06(15)(f) of the Florida Statutes.

The purpose of this document is to provide notice that St. Johns County adopted the Saint Johns Development of Regional Impact Development Order by Resolution No. 91-130 on August 27, 1991, and adopted a modification to that Development Order by Resolution No. 91-183 on November 26, 1991. The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit A. The Saint Johns Development of Regional Impact Development Order and any modifications to that Development Order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida 32095.

As specified in Section 380.06(15)(f) of the Florida Statutes, the recording of this notice shall not constitute a lien, cloud, or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

IN WITNESS WHEREOF, the developer has caused its duly authorized agent, DAVIDSON DEVELOPMENT, INC. to execute and record this notice on its behalf.


SJH PARTNERSHIP, LTD. and  
DUNAVANT ENTERPRISES, INC.  
By: Davidson Development, Inc.  
Its: Development Manager

By:   
James E. Davidson, Jr.,  
President

STATE OF FLORIDA )  
COUNTY OF Duval ) SS

The foregoing instrument was acknowledged before me this 14th day of January, 1992, by JAMES E. DAVIDSON, JR., the President of Davidson Development, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced NA as identification and who did not take an oath.

Recorded in Public Records  
St. Johns County, FL  
Clerk # 92001334  
R. 922 26 219  
Recording 65.00  
Surcharge 8.50  
09:35  
01-17-92

  
(Print Name V. KAY KEEL)  
NOTARY PUBLIC, State of Florida  
at Large.  
Commission No. 00123253

My Commission Expires July 4, 1995  
Notary Public, State of Florida  
My Commission Expires July 4, 1995  
Sealed This Day with my commission ink

L-2

EXHIBIT A

LEGAL DESCRIPTION

Interchange Northeast

C.E. 522 PG 22B

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South 89°02'10" West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South 89°32'10" West a distance of 1043.00 feet; Course No. 2 - thence North 00°27'50" West a distance of 17.00 feet; Course No. 3 - thence South 89°32'10" West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South 81°13'23" West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South 89°32'10" West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South 89°32'10" West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South 44°35'20" West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North 27°32'59" West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North 89°18'55" East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South 00°11'37" East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of



4057.34 feet; thence South 89°11'13" West along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 11 a distance of 1311.89 feet; thence South 00°23'04" West along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North 88°27'18" East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North 60°28'02" East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South 64°50'26" East and a chord distance of 612.04 feet to the end of said curve; thence South 25°09'10" East a distance of 70.00 feet; thence South 00°27'50" East a distance of 70.00 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South 89°32'10" West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North 00°27'50" West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 89°32'10" West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North 00°27'50" West a distance of 96.00 feet; thence North 89°11'12" East a distance of 165.01 feet; thence South 79°57'27" East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

L.R. 922 P. 22

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South 89°34'52" West along the North line of said Section 14, 1390.91 feet; thence South 00°26'58" West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South 00°26'58" West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South 10°59'04" West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South 21°31'10" West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South 81°22'40" West along the North line of said lands 198.00 feet to the Northwest corner; thence South 21°31'10" West along the West line of said lands, 216.68 feet; thence South 81°22'40" West, 435.88 feet; thence South 25°09'28" West along a fence line 281.02 feet; thence South 81°21'39" West, 647.32 feet along said fence line, thence South 12°17'16" East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South 81°22'40" West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North 27°30'20" West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North 59°48'06" East along said Southerly line 650.62 feet; thence North 52°27'43" East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North 76°01'17" East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North 89°34'52" East, 200.53 feet; thence North 00°50'22" West, 16.79 feet; thence North 89°34'52" East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "B"

O.K. 922 P. 225

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road 513A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

64.922 6.227

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwestern right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South 60°09'09" West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South 62°26'20" West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established) a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet said arc being subtended by a chord bearing of South 58°19' West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South 49°21'34" West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South 44°29'54" West a distance of 204.46 feet; Course No. 6 - thence South 45°30'05" East a distance of 17.00 feet; Course No. 7 - thence South 44°29'54" West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South 50°29'50" West a distance of 2475.39 feet; thence North 53°13'38" West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North 14°55'52" East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North 16°14'53" East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North 01°01'14" West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North 88°54'53" East along the line dividing Township 5 South and Township 6 South and the North

line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South  $27^{\circ}32'59''$  East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North  $89^{\circ}32'10''$  East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South  $27^{\circ}32'59''$  East, along said Southwesterly right-of-way line, to its intersection with the Northwestly right-of-way line of Nine Mile Road, County Road 513A (a right-of-way of varying width), a distance of 701.62 feet; thence South  $60^{\circ}09'09''$  West along said Northwestly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South  $62^{\circ}26'19''$  West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of  $17^{\circ}56'25''$ ; thence Southwesterly continuing along said Northwestly right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South  $53^{\circ}28'07''$  West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South  $44^{\circ}29'54''$  West continuing along said Northwestly right-of-way line a distance of 204.46 feet; thence South  $45^{\circ}30'06''$  East a distance of 17.00 feet; thence South  $44^{\circ}29'54''$  West continuing along said Northwestly right-of-way line a distance of 176.42 feet; thence North  $45^{\circ}30'06''$  West leaving said Northwestly right-of-way line, a distance of 143.00 feet; thence North  $44^{\circ}29'54''$  East a distance of 362.79 feet; thence North  $41^{\circ}20'46''$  East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwestly having a radius of 336.00 feet and a central angle of  $35^{\circ}44'59''$ ; thence



Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1031.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

U.R. 922 PG 238

BEGINNING; thence continue South 44°29'54" West along said Northwesternly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.67 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

EXHIBIT A

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2600.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

C.R. 922 P. 203

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. 8-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road 8-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minutes 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along last said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJH38(1-4)

39

Income

8

Public Records of  
St. Johns County, FL  
Clerk# 98058831  
O.R. 1374 FG 2006  
12:11PM 12/31/1998  
REC \$157.00 SUR \$20.00

**DECLARATION OF**  
  
**COVENANTS, EASEMENTS AND RESTRICTIONS**

(Six Mile Creek Parcel)

*et*

Prepared by: M. Lynn Pappas  
Pappas, Metcalf, Jones,  
Miller & Reisch, P.A.  
200 W. Forsyth Street, Suite 1400  
Jacksonville, FL 32202

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION is entered into this 30 day of December, 1998,  
by and between **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company  
("Developer"), and **SCRATCH GOLF COMPANY**, a South Carolina general partnership  
("Scratch").

**RECITALS:**

A. Developer is the fee simple owner of approximately 3,900 acres of real property referenced as the "Six Mile Creek Parcel" in that certain Development of Regional Impact Order approved by St. Johns County, Resolution No. 91-130, as amended (the "Saint Johns DRI") and Planned Unit Development Ordinance Number 91-37 approved by St. Johns County, Florida, as amended (the "Saint Johns PUD"). A portion of the Six Mile Creek Parcel is as described on Exhibit "A" attached hereto and made a part hereof (the "Six Mile Creek North Parcel").

B. Developer has agreed to convey to Scratch certain real property within the Six Mile Creek North Parcel, as described on Exhibit "B" attached hereto and made a part hereof (the "River Tract North Golf Course Parcel").

C. World Golf Foundation, Inc. (formerly known as World Golf Village, Inc.) ("WGF") has constructed improvements within certain lands referenced as the "Interchange Northwest Tract" under the Saint Johns DRI known as the World Golf Village which includes, the PGA Tour Hall of Fame, LPGA Hall of Fame, PGA World Golf Hall of Fame (the "Hall of Fame"), the PGA Tour Golf Academy, an IMAX theater, a headquarters and production facility for PGA Tour Productions. Scratch has constructed one 18 hole championship golf



course and related clubhouse, along with related structures and ancillary improvements within the Interchange Northwest Tract. The WGF improvements and golf course are collectively known as the "World Golf Village." The River Tract North Golf Course Parcel has been conveyed to Scratch for construction of the "River Tract North Golf Course" which will be incorporated into and operated as part of the World Golf Village.

D. The lands of Developer located within one hundred (100) feet of the boundary of the River Tract North Golf Course Parcel (the "Restricted Area") shall be subject to certain use restrictions as contained herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Scratch hereby declare that the River Tract North Golf Course Parcel and portions of the Six Mile Creek North Parcel shall hereinafter be subjected to certain terms and provisions of the following Declaration of Covenants, Easements and Restrictions.

**Section 1. EASEMENTS.**

1.1 Drainage Easement. Developer hereby grants to Scratch for the benefit of the River Tract North Golf Course Parcel a perpetual and non-exclusive easement over and upon portions of the Six Mile Creek North Parcel for the purposes and subject to the terms and conditions set forth herein. Developer hereby reserves to itself so long as it owns land within the Six Mile Creek North Parcel and reserves perpetually to the Association, as hereinafter defined, for the benefit of the Six Mile Creek North Parcel, other than the River Tract North Golf Course Parcel, a perpetual and non-exclusive easement over and upon the River Tract North Golf Course Parcel for the purposes and subject to the terms and conditions set forth

herein. The foregoing easements shall be for the use and operation of a lake and drainage system, together with a non-exclusive perpetual right and easement to connect to and use the drainage system located upon the Six Mile Creek North Parcel or River Tract North Golf Course Parcel or any replacement thereof. The drainage system shall consist of a series of interconnected lakes and drainage improvements, all as more particularly described in the Surface Water Permits, as such term is defined in Section 3.0 below (the "Drainage System"). The easements granted and reserved herein shall include a perpetual right to use the Drainage System and the easements herein reserved to Developer shall include the right to perform all construction, maintenance and repair of the Drainage System necessary in the judgment of Developer or the Saint Johns-Six Mile Creek North Property Owners Association, Inc. (the "Association") to use and operate the Drainage System in accordance with the standards set forth in Section 3.1 hereof, and subject to Section 6.3 hereof. Developer hereby reserves for itself and grants to the Association a perpetual non-exclusive easement over the River Tract North Golf Course Parcel for ingress and egress at all times for purposes of maintenance of the Drainage System subject to Section 6.3 hereof, and upon notice to the owner of the River Tract North Golf Course Parcel for inspecting and testing the water level and water quality of the Drainage System and otherwise to exercise the rights and obligations of Developer and the Association set forth in this Declaration. The specific location of access ways over the River Tract North Golf Course Parcel may be designated from time to time by Scratch so long as such designated areas allow Developer and the Association a reasonably direct means of ingress and egress to the Drainage System.

1.2 Drainage Maintenance Easement. Developer specifically reserves for itself and the Association a perpetual non-exclusive easement for ingress and egress to portions of the Drainage System within the River Tract North Golf Course Parcel and within fifteen (15) feet in width around the perimeter of any lake constituting a portion of the Drainage System within the River Tract North Golf Course Parcel for ingress and egress and for the purpose of maintenance of lake areas, including, but not limited to, ingress and egress as may be reasonably necessary by vehicles necessary for the dredging of lakes and other equipment or vehicles necessary to maintain the Drainage System in accordance with the standards established in Sections 3.1 and 6.3.

1.3 Golf Course Irrigation. Scratch hereby covenants and agrees, for the benefit of St. Johns County (the "County") that the River Tract North Golf Course shall be designed and constructed to incorporate reuse distribution facilities for irrigation of the River Tract North Golf Course in a manner as designed and in accordance with the laws, rules, regulations and applicable permits of the Florida Department of Environmental Protection, the St. Johns River Water Management District and any other governmental agency having jurisdiction over such operations. When and if treated wastewater from the reuse water main is available, Scratch shall use such reuse water as its primary source of irrigation supplementing such source with stormwater (as the secondary source) and surface water from Six Mile Creek (as a backup source) only when treated wastewater from the County is not sufficient to meet the needs of the River Tract North Golf Course or is not properly treated in accordance with applicable regulatory standards. As a condition to the obligation of Scratch to accept reuse water, the County shall make adequate alternative arrangements for disposal of treated

wastewater during periods of wet weather and during periods of minimum irrigation in a manner consistent with law and in accordance with the County's environmental permits. In no event shall Scratch be required to accept treated wastewater for application on the River Tract North Golf Course in excess of its reasonable irrigation needs.

1.4 Utility Easements Reserved. Developer hereby reserves to itself and future utility companies serving the Six Mile Creek Parcel (a "Utility Company") for the benefit of the Six Mile Creek Parcel, other than the River Tract North Golf Course Parcel, a non-exclusive and perpetual easement over and upon portions of the River Tract North Golf Course Parcel for construction, installation and maintenance of utility lines, conduits and improvements including, but not limited to, water and sewer service, electric service and an exclusive and perpetual easement for the supply of cable television service, all such easements subject to the provisions of Section 6.3 hereof. The precise locations of the easement areas may be designated by the owner of the River Tract North Golf Course Parcel, provided that such locations shall provide a reasonably direct means of travel for such improvements across the River Tract North Golf Course Parcel consistent with the plans and specifications for service within the Six Mile Creek Parcel as determined by such utility companies.

1.5 Miscellaneous. The easements granted and reserved in Sections 1.1, 1.2 and 1.4 above shall be reduced at the request of the affected party to include only the actual lakes, water bodies, canal areas and other property constituting part of the Drainage System or upon which drainage facilities or utility improvements are located, together with reasonable access to such lakes, water bodies, canals and utility improvements for the purposes of the easements herein provided. In order to reduce the easement area, the requesting party shall

obtain a survey and legal description of the Drainage System and actual or intended location of utility improvements and reasonable access to the Drainage System and utility improvements and upon approval of such survey by the other parties, Developer and Association shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same.

1.6 Restoration and Repair. Any party entering upon the property of another in the exercise of the easement rights granted herein shall coordinate with the property owner to minimize any disruption and shall hold harmless and indemnify the other for any loss, cost, damage or expense suffered by such property owner and resulting directly from the activities of such other party in the exercise of its easement rights including reasonable attorneys' fees whether incurred in preparation for trial, at trial, on appeal or in connection with insolvency proceedings. Any property disturbed in the exercise of the easement rights granted shall be restored as soon as reasonably practical following such activity to its previously existing condition by the party performing such activity.

1.7 Further Assurances. Each party agrees to execute and deliver any and all such other instruments and documents consistent with the terms of this Agreement and do any and all such other acts and things as may be necessary or expedient to more fully effectuate the terms of this Agreement.

## **Section 2. PERMIT COMPLIANCE.**

The parties acknowledge that the improvements to be constructed upon the River Tract North Golf Course Parcel are subject to certain conditions and requirements contained in

the Saint Johns DRI, Saint Johns PUD and in the following permits: Individual MSSW Permit # 41090120C (conceptual) and Individual ERP Permit #4-109-0195-ERP, Consumptive Use Permit #50660 (the "CUP Permit") all as issued by the Saint Johns River Water Management District and Army Corps of Engineers Permit #199100108 (MD-MMS) (the "Surface Water Permits"). The parties shall comply with all applicable provisions of the Saint Johns DRI, Saint Johns PUD, the CUP Permit and the Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Six Mile Creek North Parcel or the River Tract North Golf Course Parcel. Scratch shall hold harmless and indemnify Developer from loss, cost, damage or expense incurred by Developer and arising as a result of a violation by Scratch of the requirements of the Saint Johns DRI, Saint Johns PUD, the CUP Permit and Surface Water Permits (a "Violation"). Scratch shall hold harmless and indemnify Developer from loss, cost, damage or expense incurred by Developer and arising as a result of a Violation by Scratch.

### Section 3. PROPERTY MAINTENANCE AND USE RESTRICTIONS.

3.1 Drainage System. The Drainage System has been designed in accordance with plans approved by Developer and Scratch. Scratch shall not materially modify any portion of the Drainage System maintained by it nor alter the flow of drainage within the Drainage System unless such modifications have been approved by Developer and the Association, which consent shall not be unreasonably withheld or delayed. Developer may effect relocation of the drainage easements as provided for in Section 1.1 above provided that, as to the River Tract North Golf Course Parcel, any such relocation (i) shall adhere to the requirements of Section 6.3 below; (ii) shall not interfere with vertical structures located within the River Tract North

Golf Course Parcel; and (iii) shall not in the reasonable discretion of the owner of the River Tract North Golf Course Parcel materially and adversely affect the play of golf or quality standard of the River Tract North Golf Course Parcel. The cost of any such relocation shall be borne by Developer.

3.1.1 Developer or the Association shall at all times maintain, keep in good repair and operate the Drainage System in accordance with all applicable laws, rules, standards, regulations and orders of governmental agencies having jurisdiction over the Drainage System, subject to the obligations of Scratch under the terms of this Declaration.

3.1.2 The cost and expense of maintenance of the Drainage System to be performed by Developer or the Association shall be assessed to all property owners within the Six Mile North Creek Parcel or portions thereof pursuant to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North, as recorded in Official Records Book 1324 Page 1850, of the Public Records of St. Johns County, Florida.

3.1.3 To the extent any structures or improvements are constructed on the River Tract North Golf Course Parcel, they shall be maintained by Scratch, at its expense, so as to allow for the continued uninterrupted flow of surface water through the Drainage System. If any such improvements shall result in obstruction of the Drainage System, Developer or the Association shall have the right and easement to enter upon such property to clear the obstruction subject to the provisions of Section 6.3 and the cost of such maintenance shall be borne by the owner of such property.

3.2 Obligations with Regard to Surface Water Run-Off. Maintenance of water quality within water bodies constituting part of the Drainage System is both necessary and

desirable to preserve the values of the property surrounding such water bodies and to comply with statutes, rules and regulations of agencies having jurisdiction over the water bodies. As a result, drainage flow from the River Tract North Golf Course Parcel shall not be obstructed or diverted from the Drainage System. Further, the owner of the River Tract North Golf Course Parcel and owners within the Six Mile Creek North Parcel abutting the Drainage System shall be prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinary siltation within water bodies or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water through the Drainage System or creating unsightly conditions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner of property within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel abutting the Drainage System shall be determined to be responsible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake edge areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by Developer or the Association in connection with the performance of its maintenance of the Drainage System and such sums shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary



to correct a violation of this Section, the upland owner responsible for such violation within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel shall undertake repairs or reconstruction of its upland property or shall permit such repairs or reconstruction to be undertaken on its property by Developer or the Association at the expense of such responsible upland owner.

3.3 Lake Edge Maintenance and Lake Use. Subject to the provisions of Section 3.4 below as to irrigation of the River Tract North Golf Course Parcel, only Developer, Scratch or the Association shall have the right to pump or otherwise remove any water from any water bodies constituting part of the Drainage System for the purpose of irrigation or other use or to place any objects in such water bodies. Scratch shall have the right to temporarily reduce water levels within the Drainage System as may be reasonably necessary for lake maintenance and provided that such activity is conducted in accordance with all requirements of the applicable governmental permits. No gas or diesel driven boats shall be permitted to be operated in any water bodies constituting part of the Drainage System except that Developer or the Association may use such boats in performing their maintenance responsibilities. All properties within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel which now or hereafter are adjacent to, or include a portion of a water body constituting part of the Drainage System (the "Lake Parcel(s)") shall be maintained by the owner of such property so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankments shall not be changed without the prior written consent of Developer or the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the owner of such Lake Parcel. If the property

owner of any Lake Parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with this provision, Developer, or the Association, after written notice to such owner, shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the owner of such Lake Parcel, which shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest permissible rate under Florida law. Title to any Lake Parcel shall not include ownership of riparian rights associated therewith, which riparian rights shall remain the property of Developer or the Association. No docks or other structures shall be constructed on any embankments of Lake Parcels unless or until the same has been approved by Developer or the Association. No boats shall be permitted within the Drainage System except for maintenance purposes.

3.4 Use of Lake Water for Irrigation. Scratch acknowledges that the provisions of the CUP Permit require that sources of irrigation for the River Tract North Golf Course shall be provided in the following order of priority (i) treated effluent; (ii) lake water; and (iii) Six Mile Creek. Developer agrees that Scratch shall have the right to draw water from lakes in the Drainage System for irrigation purposes during periods when the available treated effluent is insufficient to supply irrigation needs; provided that the water levels in the Drainage System lakes shall not be drawn below the minimum level established by any applicable permit. Scratch further acknowledges that due to the integrated treatment of all consumptive uses of water under the terms of the Saint Johns DRI, any application submitted by Scratch for additional consumptive use of water or to modify the CUP Permit shall be consistent with the

requirements of the Saint Johns DRI and Common Irrigation Agreement between Developer and Scratch dated of even date herewith. Provided that any such consumptive use shall be consistent with the requirements of the Saint Johns DRI and consistent with consumptive uses of Developer for potable water within the land constituting the Saint Johns DRI, Developer shall not unreasonably withhold, delay or deny its consent to any such application.

**Section 4. USE RESTRICTIONS AFFECTING RIVER TRACT NORTH GOLF COURSE PARCEL.**

**4.1 Construction Standards for River Tract North Golf Course Parcel.**

Scratch also agrees that prior to commencement of construction of any improvements of any kind or nature to be constructed, placed or maintained within the River Tract North Golf Course Parcel, plans and specifications for such improvements shall be subject to the prior written approval of Developer as to (i) consistency with the quality of the World Golf Village Golf Course, and (ii) conformance and compatibility with the requirements of all governmental permits and approvals affecting the River Tract North Golf Course Parcel. Based on the foregoing, Developer shall not unreasonably withhold, delay or deny its approval of any such improvements.

**4.2 DRI and PLD and Permit Compliance.** Due to the integrated nature of the River Tract North Golf Course Parcel with the Six Mile Creek North Parcel under the terms of the permits referenced in Section 2.0 above affecting the entire Six Mile Creek North Parcel, Scratch agrees that it will not construct any improvements within the River Tract North Golf Course Parcel, nor take any action in connection with ownership or operation of the River Tract North Golf Course Parcel which would result in the modification of the terms and provisions

of any of such permits in any manner material and adverse to the Developer without the prior written consent of Developer, which may be granted or withheld in its sole discretion.

4.3 River Tract North Golf Course Continuing Operating Covenant. Scratch shall be obligated to continuously operate the River Tract North Golf Course for twenty (20) years from December 30, 1998 which operation shall be conducted at all times in accordance with the River Tract North Golf Facility Use Agreement dated of even date herewith between Scratch, Developer, WGF, John Q. Hammons Hotels Two, L.P., Vistana, WGV, Ltd. and SJH Partnership, Ltd., which includes the obligation of Scratch to operate the River Tract North Golf Course as a facility affiliated with the World Golf Village and trademarks and tradenames of WGF. The provisions of this Section 4.3 shall benefit and be enforceable by Developer, its permitted successors or assigns, at law or in equity, and SJH Partnership, Ltd. as the owner of the Interchange Northwest Parcel, as described in the Saint Johns DRI, or its permitted successors or assigns.

4.4 Limitation on Conveyance or Encumbrance of River Tract North Golf Course Parcel. For a period of time commencing on the date hereof to and including twenty (20) years from December 30, 1998, Scratch shall not convey any portion of the River Tract North Golf Course Parcel or any interest therein by sale, leasehold or other conveyance to any other party, without the prior written consent of Developer, except as specifically set forth herein, which consent shall not be unreasonably withheld. Scratch may transfer the River Tract North Golf Course Parcel to an affiliate of Scratch fifty-one percent (51%) or more of the equity interest of which is owned by Scratch or its principals without the prior written consent of Developer. Developer shall consent to a conveyance to any party who

has (or who contracts for management by a party who has) experience in golf course construction and management comparable to that of Scratch and is recognized in the industry as a reputable and quality manager of golf course operations. Any such transferee shall assume obligations of Scratch under this Agreement and all related agreements in which event Scratch shall be relieved of such obligations to the extent assumed by such transferee. The provisions of this Section 4.4 shall, if not sooner terminated, terminate upon the later of (i) transfer of control of the Association by Developer to the property owners and (ii) the transfer of control of the master property owners association for the River Tract by Developer to the property owners.

4.5 Use Restriction. For a period of fifty (50) years from December 30, 1998 those lands constituting the River Tract North Golf Course Parcel shall be utilized exclusively for the construction, development and operation of an 18 hole golf course, golf clubhouse affiliated with the World Golf Village and for ancillary uses thereto and for no other use or purpose.

4.6 Purpose of Restraint. Scratch acknowledges that the restrictions contained within this Section 4 constitute a reasonable restraint on alienation of the River Tract North Golf Course Parcel.

#### Section 5. USE RESTRICTIONS OF DEVELOPER.

5.1 Restricted Area. Developer and Scratch acknowledge that the nature of development of areas in the immediate vicinity of the River Tract North Golf Course Parcel will have a material impact upon the use and operation of the River Tract North Golf Course. As a result, Developer has agreed that the improvements to be developed within the Restricted Area

shall be subject to the following restrictions so long as the River Tract North Golf Course is open for play.

5.1.1 Reasonable efforts shall be made to screen locations of permanent construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the River Tract North Golf Course.

5.1.2 All construction areas shall be kept in reasonably good order. All debris shall be placed in dumpsters which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.

5.1.3 The contractor shall schedule and perform his work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impacts on the play of golf, including, but not limited to, play in, or conduct of, any Golf Tournament, as such term is defined in Section 6.1 below, including the enjoyment thereof by spectators.

5.1.4 The contractor shall exercise reasonable care to restore any area affected by construction activities to its original condition.

5.1.5 During any Golf Tournament no exterior work will be allowed on any portion of the Restricted Area if such work, in the reasonable judgment of the owners or operators of the River Tract North Golf Course, would disturb play in, or conduct of, the Golf Tournament, including the enjoyment thereof by spectators. For purposes of illustration only, such prohibited construction work during any Tournament shall include pile driving, hammering, jack-hammering, sawing (by means of a power or chain saw), and similar noisy activities.

5.1.6 Any trenches located within a distance of ten (10) feet from the boundary of the River Tract North Golf Course must be closed overnight unless effectively barricaded, lighted and marked to indicate a hazardous condition.

5.1.7 Construction parking will be restricted to the street side of any property contiguous to the River Tract North Golf Course (i.e. away from the common boundary with the River Tract North Golf Course).

5.1.8 No blasting will be permitted during any Tournament and at all other times shall be restricted to weekdays only.

5.1.9 In order to prevent damage to the River Tract North Golf Course, at no time will access be allowed across or over the River Tract North Golf Course for storage or transportation of labor or materials or location of construction equipment other than in connection with construction easements approved in advance in writing by the owners or operators of the River Tract North Golf Course.

5.1.10 Radios, tape or record players, telephones, horns or bells shall not be operated in an unreasonably loud manner on any portion of the Restricted Area.

5.1.11 Pets shall be kept off the River Tract North Golf Course at all times.

#### Section 6. PROVISIONS RELATED TO THE PLAY OF GOLF.

6.1 Construction Activity. To the extent Scratch shall elect to hold a nationally recognized PGA Tour Tournament or golf tournament associated with induction ceremonies sanctioned by Scratch upon the River Tract North Golf Course Parcel (a "Golf Tournament"), no construction activity shall be conducted within the Restricted Area which, in the reasonable

judgment of Scratch, disturbs play in or the conduct of the Golf Tournament, including the enjoyment of spectators. The foregoing provisions of Section 5.1 and this Section 6.1 as to construction activity during a Golf Tournament shall be enforceable by Scratch for a maximum period of one (1) period of seven (7) consecutive days in any annual period and two (2) additional periods of three (3) consecutive days in any annual period, for a total maximum period of thirteen (13) days in any annual period. Notice of a Golf Tournament should be provided by Scratch to Developer at least ninety (90) days in advance.

6.2 Access for Property Owners. Developer hereby reserves an easement right and privilege for access to the River Tract North Golf Course Parcel which easement right and privilege shall be limited to the terms and provisions set forth in the Golf Facility Use Agreement as described in Section 4.3 above.

6.3 Golf Course Maintenance Restrictions. Developer and the Association, their successors and assigns, acknowledge and agree that maintenance of the Drainage System and utility improvements shall be performed within the River Tract North Golf Course Parcel so as to permit the continued uninterrupted play of golf on the River Tract North Golf Course Parcel at all times to the greatest extent possible. No continuous open trenches will be permitted which would interrupt the play of golf on fairways, unless for emergency purposes, and such maintenance activity will be performed so that digging within the fairway areas will be staggered so as to allow for continuous play on the fairways unless in the case of an emergency repair or unless otherwise approved by Scratch. Except in cases of emergency repairs, no maintenance operations shall be conducted by Developer or the Association during a Golf Tournament.



## Section 7. MISCELLANEOUS.

7.1 Successors and Assigns. The easement rights, covenants and restrictions contained herein shall be binding upon Scratch and all owners of the River Tract North Golf Course Parcel, or any portion thereof. The easement rights contained in Section 1.1 above and the use restrictions contained in Section 4.5 above shall be binding upon Developer and all owners of any portion of the Drainage System located within the Six Mile Creek North Parcel and the Restricted Area, respectively. Developer may assign its rights, in whole or in part, under this Declaration to (i) any lender providing financing or refinancing of improvements within the Six Mile Creek North Parcel; (ii) any successor master developer of the Six Mile Creek North Parcel, provided that such successor or master developer and its principals shall not be generally reputed to be engaged in criminal activities or controlled by persons known to be engaged in criminal activities or an associate or agent of criminals, and shall have experience in the real estate development industry at least equivalent to that of Developer; (iii) the Association, as to Sections 1.1, 1.2, 1.5, 1.6, 2.0 and 3.1-3.4; (iv) the County, as to Section 1.3; and (v) a Utility Company as to Sections 1.4, 1.5 and 1.6. Upon transfer of title to any portion of the Restricted Area to a third party, Developer shall thereafter be released from any obligations under Section 5.0 above.

7.2. Modification. The terms and provisions of this Declaration may be modified by the then owner of any portion of the River Tract North Golf Course Parcel or the Developer and its permitted assignees as described in Section 7.1 above. The terms and provisions of this Declaration providing rights and benefits to the Association, may only be modified with the consent and ininder of the Association

7.3 Notice. Any notice required to be given hereunder will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed for the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

TO SCRATCH:

Scratch Golf Company  
88-A Main Street [if by mail P.O. Box 23227]  
Hilton Head Island, SC 29926 [if by P.O. Box 29926]  
Attention: William C. Palmer, Jr.  
Phone: (843) 686-6000  
Fax: (843) 689-2615

Copy to:

The United Company  
1005 Glenway Avenue  
Bristol, VA 24201  
Attention: Wayne L. Bell

TO DEVELOPER:

SJ Land Associates, LLC  
824 Market Street, Suite 900  
Wilmington, DE 19801  
Attention: Andrew H. McQuarrie

Copy to:

Davidson Development, Inc.  
101 East Town Place, Suite 200  
St. Augustine, FL 32092  
Attention: James E. Davidson, Jr.

and

M. Lynn Pappas, Esq.  
Pappas Metcalf Jenks Miller & Reinsch, P.A.  
200 W. Forsyth Street, Suite 1400  
Jacksonville, FL 32202

The effective date of the notice shall be three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.

7.4 Authority. Each party represents and warrants that it has full authority to enter into this Agreement.

7.5 Remedies for Default. The covenants, conditions and easements contained herein constitute obligation running with title to the properties herein described. To the extent that any party bound shall default in its obligations pursuant to the terms of this Declaration, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

7.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

7.7 Attorneys' Fees. In the event litigation shall be commenced to enforce any party's rights under the terms of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, in preparation for trial, at the trial level or on appeal.

7.8 Platted Lots and Final Development Plan. Notwithstanding anything contained herein to the contrary, the terms and provisions of Sections 1.1, 1.2 and 3.1

concerning drainage easements, maintenance of the Drainage System, and effluent disposal easements shall not constitute an encumbrance upon title to any lot within a platted subdivision within the Six Mile Creek North Parcel, or any property described as part of a final development plan as approved by St. Johns County, Florida, within the Six Mile Creek North Parcel, except to the extent that easements for drainage purposes are (i) specifically located upon the plat affecting such lot recorded in the Public Records of St. Johns County, Florida, (ii) incorporated in the recorded Declaration of Covenants and Restrictions applicable to the platted lots within a subdivision, or (iii) specifically designated as drainage easements as part of a final development plan, as approved by St. Johns County.

7.9 Third Party Beneficiaries. No parties other than (i) the Association, as to Sections 1.1, 1.2, 1.5, 1.6, 2.0 and 3.1-3.4; (ii) the County, as to Section 1.3; and (iii) a Utility Company, as to Sections 1.4, 1.5 and 1.6, shall constitute third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Glenna E. Wilford  
GLENN E. WILFORD  
(print name)

Ann D. Savery  
Ann D. SAVERY  
(print name)

**SJLAND ASSOCIATES, LLC**, a Delaware  
Limited Liability Company

By: SJLAND COMPANY, its managing  
member

By: JAMES E. DAVIDSON, JR.

Its: Executive Vice President of  
Development Administration

Address: 101 E. Town Place, Suite 200  
St. Augustine, FL 32092  
(CORPORATE SEAL)

SCRATCH GOLF COMPANY, a South Carolina  
general partnership

BY: UNITED GOLF, INC., its general  
partner

By: William C. Palmer, Jr.  
WILLIAM C. PALMER, JR.

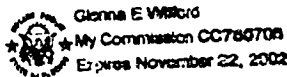
Its: President

Address: 88-A Main Street  
Hilton Head Island, SC 29926

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF DUVAL }SS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1998, by JAMES E. DAVIDSON, JR., the Executive Vice President of Development Administration of SJ LAND COMPANY as managing member of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.



Glenna E. Wilford  
Print: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

STATE OF Florida  
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 30th day of December 1998, by **WILLIAM C. PALMER, JR.**, as President of **UNITED GOLF, INC.**, a South Carolina corporation, managing general partner of **SCRATCH GOLF COMPANY**, a South Carolina general partnership, on behalf of the partnership.



Glenna E Wilford  
My Commission CC785706  
Expires November 22, 2002

Glenna E. Wilford  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_  
or Produced I.D. ☒  
[check one of the above]

Type of Identification Produced  
See背面 of cc # 00244487

**EXHIBIT LIST**

A. Six Mile Creek North Parcel

B. ~~Black~~ River Tract North Golf Course Parcel

**EXHIBIT A**  
**TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**  
**RIVER TRACT**

**[SIX MILE CREEK NORTH PARCEL]**



## SIX MILE CREEK NORTH PHASE 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY IS NOW ESTABLISHED), SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 988.37 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 375.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'28" EAST AND A CHORD DISTANCE OF 373.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°12'35" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.69 FEET; THENCE SOUTH 72°21'12" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 588, PAGE 661 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 21°36'21" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°19'23" EAST LEAVING SAID PARCEL B, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°55'48" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°18'38" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 36°26'54" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°14'44" EAST, A DISTANCE OF 2806.29 FEET TO A POINT ON THE CENTERLINE OF A 60 FOOT WIDE INGRESS AND EGRESS EASEMENT (PARCEL D), AS RECORDED IN OFFICIAL RECORDS BOOK 492, PAGE 745 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 69°11'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°53'42" EAST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°16'17" EAST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°09'07" EAST LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°10'32" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°12'41" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°53'30" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°18'28" WEST, A DISTANCE OF 581.87 FEET TO THE NORTHEASTERLY CORNER OF LOT 6, AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS

RECORDED IN MAP BOOK 14, PAGE 106 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $79^{\circ}14'29''$  WEST ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 1074.93 FEET; THENCE SOUTH  $73^{\circ}32'28''$  WEST CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 265.12 FEET; THENCE NORTH  $38^{\circ}04'20''$  WEST LEAVING SAID SUBDIVISION, A DISTANCE OF 1317.68 FEET TO A POINT IN THE AFORESAID CENTERLINE OF THE 60 FOOT WIDE INGRESS AND EGRESS EASEMENT (PARCEL D); THENCE SOUTH  $32^{\circ}37'31''$  WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH  $46^{\circ}38'49''$  WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH  $54^{\circ}59'37''$  WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH  $32^{\circ}14'59''$  WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH  $53^{\circ}31'34''$  WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH  $50^{\circ}10'57''$  WEST LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE NORTH  $64^{\circ}30'00''$  WEST, A DISTANCE OF 129.47 FEET; THENCE SOUTH  $30^{\circ}00'00''$  WEST, A DISTANCE OF 1136.94 FEET; THENCE NORTH  $52^{\circ}00'00''$  WEST, A DISTANCE OF 337.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 558.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $82^{\circ}21'46''$  WEST AND A CHORD DISTANCE OF 534.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $68^{\circ}00'00''$  WEST, A DISTANCE OF 210.63 FEET; THENCE SOUTH  $22^{\circ}00'00''$  WEST, A DISTANCE OF 197.09 FEET; THENCE SOUTH  $60^{\circ}00'00''$  WEST, A DISTANCE OF 429.23 FEET; THENCE DUE WEST, A DISTANCE OF 191.38 FEET; THENCE NORTH  $20^{\circ}35'19''$  WEST, A DISTANCE OF 814.76 FEET; THENCE NORTH  $87^{\circ}00'00''$  WEST, A DISTANCE OF 284.54 FEET; THENCE NORTH  $30^{\circ}00'00''$  EAST, A DISTANCE OF 2995.75 FEET; THENCE DUE NORTH, A DISTANCE OF 2204.83 FEET TO A POINT AT THE MOST SOUTHERLY CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH  $20^{\circ}28'53''$  EAST ALONG THE EASTERLY LINE OF SAID BOUNDARY, A DISTANCE OF 1916.58 FEET; THENCE NORTH  $03^{\circ}07'40''$  EAST CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 943.97 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS**  
**RIVER TRACT**

**[RIVER TRACT NORTH GOLF COURSE PARCEL]**

## THE KING AND THE BEAR GOLF COURSE HOLES 1 AND 2 THROUGH 18

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE NORTH  $89^{\circ}03'18''$  EAST, A DISTANCE OF 194.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $09^{\circ}53'26''$  EAST, A DISTANCE OF 46.82 FEET; THENCE NORTH  $38^{\circ}04'16''$  EAST, A DISTANCE OF 26.48 FEET; THENCE NORTH  $44^{\circ}50'44''$  EAST, A DISTANCE OF 22.66 FEET; THENCE NORTH  $61^{\circ}39'19''$  EAST, A DISTANCE OF 65.11 FEET; THENCE NORTH  $16^{\circ}41'17''$  EAST, A DISTANCE OF 95.83 FEET; THENCE NORTH  $37^{\circ}24'02''$  EAST, A DISTANCE OF 42.07 FEET; THENCE NORTH  $23^{\circ}22'19''$  EAST, A DISTANCE OF 38.26 FEET; THENCE NORTH  $29^{\circ}38'48''$  EAST, A DISTANCE OF 46.34 FEET; THENCE NORTH  $31^{\circ}36'24''$  EAST, A DISTANCE OF 73.03 FEET; THENCE NORTH  $31^{\circ}36'07''$  EAST, A DISTANCE OF 82.68 FEET; THENCE NORTH  $31^{\circ}06'41''$  EAST, A DISTANCE OF 56.22 FEET; THENCE NORTH  $49^{\circ}19'06''$  EAST, A DISTANCE OF 47.94 FEET; THENCE NORTH  $80^{\circ}51'46''$  EAST, A DISTANCE OF 56.41 FEET; THENCE NORTH  $43^{\circ}41'48''$  EAST, A DISTANCE OF 76.51 FEET; THENCE NORTH  $51^{\circ}58'13''$  EAST, A DISTANCE OF 60.97 FEET; THENCE NORTH  $17^{\circ}30'30''$  EAST, A DISTANCE OF 26.99 FEET; THENCE NORTH  $30^{\circ}43'23''$  EAST, A DISTANCE OF 31.90 FEET; THENCE NORTH  $26^{\circ}35'26''$  EAST, A DISTANCE OF 75.10 FEET; THENCE NORTH  $28^{\circ}09'40''$  EAST, A DISTANCE OF 98.78 FEET; THENCE NORTH  $32^{\circ}21'47''$  EAST, A DISTANCE OF 82.39 FEET; THENCE NORTH  $45^{\circ}41'02''$  EAST, A DISTANCE OF 66.28 FEET; THENCE NORTH  $39^{\circ}26'12''$  EAST, A DISTANCE OF 71.93 FEET; THENCE NORTH  $26^{\circ}02'32''$  EAST, A DISTANCE OF 88.33 FEET; THENCE NORTH  $26^{\circ}30'24''$  EAST, A DISTANCE OF 77.25 FEET; THENCE NORTH  $27^{\circ}12'19''$  EAST, A DISTANCE OF 52.97 FEET; THENCE NORTH  $46^{\circ}26'54''$  EAST, A DISTANCE OF 35.25 FEET; THENCE NORTH  $06^{\circ}25'50''$  EAST, A DISTANCE OF 179.03 FEET; THENCE NORTH  $07^{\circ}47'09''$  EAST, A DISTANCE OF 43.97 FEET; THENCE NORTH  $09^{\circ}54'50''$  EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH  $40^{\circ}20'12''$  EAST, A DISTANCE OF 36.26 FEET; THENCE NORTH  $86^{\circ}31'47''$  EAST, A DISTANCE OF 56.37 FEET; THENCE NORTH  $72^{\circ}39'15''$  EAST, A DISTANCE OF 59.39 FEET; THENCE NORTH  $40^{\circ}30'46''$  EAST, A DISTANCE OF

15.33 FEET; THENCE SOUTH  $86^{\circ}45'58''$  EAST, A DISTANCE OF 13.32 FEET; THENCE SOUTH  $33^{\circ}28'02''$  EAST, A DISTANCE OF 17.68 FEET; THENCE SOUTH  $86^{\circ}40'30''$  EAST, A DISTANCE OF 65.50 FEET; THENCE NORTH  $79^{\circ}06'57''$  EAST, A DISTANCE OF 60.86 FEET; THENCE NORTH  $67^{\circ}23'26''$  EAST, A DISTANCE OF 46.16 FEET; THENCE NORTH  $54^{\circ}02'28''$  EAST, A DISTANCE OF 15.12 FEET; THENCE NORTH  $77^{\circ}44'38''$  EAST, A DISTANCE OF 8.81 FEET; THENCE NORTH  $61^{\circ}06'15''$  EAST, A DISTANCE OF 42.45 FEET; THENCE NORTH  $63^{\circ}49'00''$  EAST, A DISTANCE OF 6.30 FEET; THENCE NORTH  $84^{\circ}41'05''$  EAST, A DISTANCE OF 54.81 FEET; THENCE SOUTH  $64^{\circ}21'28''$  EAST, A DISTANCE OF 5.74 FEET; THENCE SOUTH  $43^{\circ}07'16''$  EAST, A DISTANCE OF 24.48 FEET; THENCE SOUTH  $42^{\circ}12'23''$  EAST, A DISTANCE OF 79.47 FEET; THENCE NORTH  $75^{\circ}53'04''$  EAST, A DISTANCE OF 27.44 FEET; THENCE SOUTH  $20^{\circ}00'00''$  WEST, A DISTANCE OF 25.01 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $14^{\circ}30'00''$  WEST AND A CHORD DISTANCE OF 202.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $09^{\circ}00'00''$  WEST, A DISTANCE OF 755.82 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $10^{\circ}30'00''$  EAST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $30^{\circ}00'00''$  EAST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $04^{\circ}45'38''$  EAST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $04^{\circ}22'28''$  WEST AND A CHORD DISTANCE OF 74.69 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $26^{\circ}52'36''$  WEST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF A COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 195.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $85^{\circ}14'30''$  WEST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE.

THENCE NORTH 75°00'00" WEST, A DISTANCE OF 50.10 FEET; THENCE NORTH  
 45°00'00" WEST, A DISTANCE OF 106.15 FEET; THENCE NORTH 01°00'00"  
 WEST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45°00'00" WEST, A  
 DISTANCE OF 646.74 FEET; THENCE SOUTH 53°30'00" WEST, A DISTANCE OF  
 170.48 FEET; THENCE SOUTH 02°00'00" WEST, A DISTANCE OF 67.33 FEET;  
 THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 442.40 FEET; THENCE  
 NORTH 20°00'00" EAST, A DISTANCE OF 77.34 FEET; THENCE NORTH  
 60°00'00" EAST, A DISTANCE OF 69.38 FEET; THENCE SOUTH 75°00'00"  
 EAST, A DISTANCE OF 1155.25 FEET; THENCE SOUTH 65°00'00" EAST, A  
 DISTANCE OF 379.24 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF  
 273.72 FEET; THENCE DUE SOUTH, A DISTANCE OF 88.93 FEET; THENCE  
 SOUTH 25°00'00" EAST, A DISTANCE OF 148.39 FEET; THENCE SOUTH  
 64°00'46" WEST, A DISTANCE OF 253.81 FEET; THENCE NORTH 03°40'14"  
 EAST, A DISTANCE OF 28.40 FEET; THENCE NORTH 10°07'29" EAST, A  
 DISTANCE OF 37.79 FEET; THENCE NORTH 15°09'09" EAST, A DISTANCE OF  
 34.40 FEET; THENCE NORTH 16°15'33" WEST, A DISTANCE OF 42.90 FEET;  
 THENCE NORTH 48°43'04" WEST, A DISTANCE OF 37.50 FEET; THENCE NORTH  
 50°05'45" WEST, A DISTANCE OF 34.82 FEET; THENCE NORTH 39°01'11"  
 WEST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 69°58'13" WEST, A  
 DISTANCE OF 40.03 FEET; THENCE SOUTH 76°44'13" WEST, A DISTANCE OF  
 56.85 FEET; THENCE SOUTH 84°00'00" WEST, A DISTANCE OF 106.25 FEET;  
 THENCE SOUTH 79°45'31" WEST, A DISTANCE OF 99.02 FEET; THENCE NORTH  
 73°30'00" WEST, A DISTANCE OF 597.93 FEET; THENCE DUE WEST, A  
 DISTANCE OF 396.78 FEET; THENCE SOUTH 10°30'00" WEST, A DISTANCE OF  
 669.84 FEET; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 581.24  
 FEET; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 216.36 FEET;  
 THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 193.11 FEET; THENCE  
 NORTH 70°00'00" WEST, A DISTANCE OF 113.84 FEET TO THE POINT OF A  
 CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A  
 RADIUS OF 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID  
 CURVE, AN ARC DISTANCE OF 198.34 FEET, SAID ARC BEING SUBTENDED BY  
 A CHORD BEARING OF NORTH 33°15'00" WEST AND A CHORD DISTANCE OF  
 185.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  
 03°30'00" EAST, A DISTANCE OF 10.27 FEET TO THE POINT OF CURVE OF  
 A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF  
 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN  
 ARC DISTANCE OF 68.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING OF NORTH 09°12'26" WEST AND A CHORD DISTANCE OF 68.19 FEET  
 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00"  
 EAST, A DISTANCE OF 177.15 FEET; THENCE NORTH 24°00'00" EAST, A  
 DISTANCE OF 494.46 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF  
 148.76 FEET; THENCE NORTH 73°00'00" WEST, A DISTANCE OF 425.15  
 FEET; THENCE NORTH 47°00'00" WEST, A DISTANCE OF 400.96 FEET.

THENCE SOUTH 43°00'00" WEST, A DISTANCE OF 334.75 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 628.73 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 306.24 FEET; THENCE SOUTH 05°00'00" EAST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.19 FEET; THENCE DUE EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 27°44'04" EAST, A DISTANCE OF 186.43 FEET; THENCE NORTH 13°07'37" EAST, A DISTANCE OF 165.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°03'45" EAST AND A CHORD DISTANCE OF 40.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°30'00" EAST AND A CHORD DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 74.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" EAST AND A CHORD DISTANCE OF 68.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 13.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°24'02" EAST AND A CHORD DISTANCE OF 75.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 06°00'00" WEST, A DISTANCE OF 110.91 FEET; THENCE SOUTH 04°00'00" WEST, A DISTANCE OF 420.09 FEET; THENCE SOUTH 37°30'00" WEST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 69°00'00" WEST, A DISTANCE OF 96.53 FEET; THENCE SOUTH 77°30'00" WEST, A DISTANCE OF 132.47 FEET; THENCE DUE WEST, A DISTANCE OF 53.55 FEET; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 50.43 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 528.75 FEET; THENCE DUE WEST, A DISTANCE OF 229.88 FEET; THENCE SOUTH 38°30'00" WEST, A DISTANCE OF 336.97 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 84.66 FEET; THENCE NORTH 87°00'00" WEST, A DISTANCE OF 369.00 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 53°00'00" WEST, A DISTANCE OF 44.98 FEET; THENCE NORTH 17°56'31" EAST, A DISTANCE OF 49.79 FEET; THENCE NORTH 17°30'01" EAST, A DISTANCE OF 42.58 FEET; THENCE NORTH 05°35'48" EAST, A DISTANCE OF

56.22 FEET; THENCE NORTH 30°58'49" EAST, A DISTANCE OF 177.31 FEET; THENCE NORTH 28°22'09" EAST, A DISTANCE OF 89.15 FEET; THENCE NORTH 37°18'25" EAST, A DISTANCE OF 61.17 FEET; THENCE NORTH 43°32'39" EAST, A DISTANCE OF 96.59 FEET; THENCE NORTH 50°01'08" EAST, A DISTANCE OF 62.70 FEET; THENCE NORTH 43°57'46" EAST, A DISTANCE OF 82.72 FEET; THENCE NORTH 37°03'07" EAST, A DISTANCE OF 54.64 FEET; THENCE NORTH 31°06'15" EAST, A DISTANCE OF 67.65 FEET; THENCE NORTH 18°09'26" EAST, A DISTANCE OF 67.77 FEET; THENCE NORTH 07°09'41" EAST, A DISTANCE OF 54.53 FEET; THENCE NORTH 21°53'45" EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH 25°58'11" EAST, A DISTANCE OF 85.66 FEET; THENCE NORTH 25°43'47" EAST, A DISTANCE OF 105.13 FEET; THENCE NORTH 25°50'50" EAST, A DISTANCE OF 122.26 FEET; THENCE NORTH 24°34'57" EAST, A DISTANCE OF 97.75 FEET; THENCE NORTH 26°09'15" EAST, A DISTANCE OF 69.59 FEET; THENCE NORTH 26°35'20" EAST, A DISTANCE OF 80.81 FEET; THENCE NORTH 22°25'26" EAST, A DISTANCE OF 89.62 FEET; THENCE NORTH 51°50'48" EAST, A DISTANCE OF 115.12 FEET; THENCE NORTH 48°44'41" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 22°54'45" EAST, A DISTANCE OF 77.65 FEET; THENCE NORTH 15°49'54" EAST, A DISTANCE OF 105.59 FEET; THENCE NORTH 19°32'45" EAST, A DISTANCE OF 91.19 FEET; THENCE NORTH 25°39'29" EAST, A DISTANCE OF 91.60 FEET; THENCE NORTH 49°30'34" EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 32°58'57" EAST, A DISTANCE OF 56.15 FEET; THENCE NORTH 22°05'09" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 26°58'34" EAST, A DISTANCE OF 47.63 FEET; THENCE NORTH 33°22'16" EAST, A DISTANCE OF 36.84 FEET; THENCE NORTH 21°58'38" EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 26°02'42" EAST, A DISTANCE OF 79.59 FEET; THENCE NORTH 30°35'30" EAST, A DISTANCE OF 54.42 FEET; THENCE SOUTH 87°07'17" EAST, A DISTANCE OF 28.56 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 38.02 FEET; THENCE NORTH 89°54'47" EAST, A DISTANCE OF 29.11 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 16.02 FEET; THENCE NORTH 32°32'47" EAST, A DISTANCE OF 56.36 FEET; THENCE NORTH 19°10'52" EAST, A DISTANCE OF 53.59 FEET; THENCE NORTH 02°37'40" WEST, A DISTANCE OF 46.07 FEET; THENCE NORTH 28°13'03" EAST, A DISTANCE OF 39.07 FEET TO THE POINT OF BEGINNING.



## THE KING AND THE BEAR GOLF COURSE HOLES 2 THROUGH 8

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 546.53 FEET; THENCE SOUTH  $86^{\circ}52'20''$  EAST LEAVING SAID EASTERLY LINE. A DISTANCE OF 423.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 84.82 FEET; THENCE SOUTH  $75^{\circ}00'00''$  EAST, A DISTANCE OF 111.96 FEET; THENCE DUE EAST, A DISTANCE OF 723.14 FEET; THENCE SOUTH  $70^{\circ}00'00''$  EAST, A DISTANCE OF 322.95 FEET; THENCE NORTH  $83^{\circ}00'00''$  EAST, A DISTANCE OF 167.69 FEET; THENCE SOUTH  $66^{\circ}00'00''$  EAST, A DISTANCE OF 618.14 FEET; THENCE SOUTH  $58^{\circ}00'00''$  EAST, A DISTANCE OF 238.68 FEET; THENCE SOUTH  $20^{\circ}31'37''$  EAST, A DISTANCE OF 184.51 FEET; THENCE SOUTH  $02^{\circ}00'00''$  EAST, A DISTANCE OF 557.66 FEET; THENCE SOUTH  $12^{\circ}00'00''$  WEST, A DISTANCE OF 93.68 FEET; THENCE SOUTH  $41^{\circ}00'00''$  WEST, A DISTANCE OF 250.77 FEET; THENCE SOUTH  $65^{\circ}00'00''$  WEST, A DISTANCE OF 310.02 FEET; THENCE NORTH  $22^{\circ}30'00''$  WEST, A DISTANCE OF 1054.11 FEET; THENCE NORTH  $83^{\circ}30'00''$  WEST, A DISTANCE OF 618.05 FEET; THENCE SOUTH  $70^{\circ}00'00''$  WEST, A DISTANCE OF 187.09 FEET; THENCE SOUTH  $30^{\circ}00'00''$  WEST, A DISTANCE OF 310.28 FEET; THENCE SOUTH  $38^{\circ}00'00''$  EAST, A DISTANCE OF 144.62 FEET; THENCE SOUTH  $25^{\circ}30'00''$  EAST, A DISTANCE OF 879.85 FEET; THENCE SOUTH  $15^{\circ}00'00''$  WEST, A DISTANCE OF 680.21 FEET; THENCE SOUTH  $54^{\circ}00'00''$  WEST, A DISTANCE OF 184.43 FEET; THENCE NORTH  $58^{\circ}44'02''$  WEST, A DISTANCE OF 89.75 FEET; THENCE SOUTH  $50^{\circ}17'53''$  WEST, A DISTANCE OF 24.41 FEET; THENCE SOUTH  $65^{\circ}00'31''$  WEST, A DISTANCE OF 74.54 FEET; THENCE NORTH  $19^{\circ}48'08''$  WEST, A DISTANCE OF 18.09 FEET; THENCE SOUTH  $70^{\circ}41'32''$  WEST, A DISTANCE OF 35.40 FEET; THENCE SOUTH  $75^{\circ}06'24''$  WEST, A DISTANCE OF 48.10 FEET; THENCE NORTH  $80^{\circ}24'00''$  WEST, A DISTANCE OF 74.17 FEET; THENCE NORTH  $01^{\circ}18'47''$  EAST, A DISTANCE OF 747.17 FEET; THENCE NORTH  $18^{\circ}00'00''$  WEST, A DISTANCE OF 302.45 FEET; THENCE NORTH  $25^{\circ}30'00''$  WEST, A DISTANCE OF 708.00 FEET; THENCE NORTH  $18^{\circ}00'00''$  EAST, A DISTANCE OF 732.25 FEET; THENCE NORTH  $35^{\circ}00'00''$  WEST, A DISTANCE OF 112.55 FEET; THENCE DUE NORTH, A DISTANCE OF 74.27 FEET TO THE POINT OF BEGINNING.

## THE KING AND THE BEAR GOLF COURSE CLUB HOUSE

## SIX MILE CREEK NORTH PARCEL 11

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $02^{\circ}00'00''$  EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH  $53^{\circ}30'00''$  EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH  $01^{\circ}00'00''$  EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH  $75^{\circ}00'00''$  EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $85^{\circ}14'30''$  EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $26^{\circ}52'36''$  EAST AND A CHORD DISTANCE OF 74.88 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $78^{\circ}16'12''$  EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $43^{\circ}21'55''$  EAST AND A CHORD DISTANCE OF 125.88 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $15^{\circ}00'00''$  WEST, A DISTANCE OF 202.40 FEET; THENCE NORTH  $75^{\circ}00'00''$  WEST, A DISTANCE OF 455.80 FEET; THENCE SOUTH  $60^{\circ}00'00''$  WEST, A DISTANCE OF 69.38 FEET; THENCE SOUTH  $20^{\circ}00'00''$  WEST, A DISTANCE OF 77.94 FEET; THENCE NORTH  $70^{\circ}00'00''$  WEST. A DISTANCE OF 442.40 FEET TO THE POINT OF BEGINNING.

## THE KING AND THE BEAR GOLF COURSE PUMP HOUSE PARCEL

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET; THENCE NORTH  $02^{\circ}00'00''$  EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH  $53^{\circ}30'00''$  EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH  $01^{\circ}00'00''$  EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH  $45^{\circ}00'00''$  EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH  $75^{\circ}00'00''$  EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $85^{\circ}14'30''$  EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $26^{\circ}52'36''$  EAST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $04^{\circ}22'28''$  EAST AND A CHORD DISTANCE OF 74.89 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $04^{\circ}45'38''$  WEST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $30^{\circ}00'00''$  WEST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $10^{\circ}30'00''$  WEST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 755.82 FEET; THENCE SOUTH  $81^{\circ}00'00''$  EAST, A DISTANCE OF 112.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°37'25" EAST AND A CHORD DISTANCE OF 141.53 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 2.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°00'00" EAST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 12.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°00'00" EAST AND A CHORD DISTANCE OF 18.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.55 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

REVISED 11/03/98

## THE KING AND THE BEAR GOLF MAINTENANCE

## SIX MILE CREEK NORTH PARCEL 14

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH  $03^{\circ}07'40''$  WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH  $20^{\circ}28'53''$  EAST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE SOUTH  $60^{\circ}20'04''$  EAST, A DISTANCE OF 2537.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $53^{\circ}31'34''$  EAST, A DISTANCE OF 255.94 FEET; THENCE SOUTH  $50^{\circ}10'57''$  WEST, A DISTANCE OF 1333.60 FEET; THENCE NORTH  $64^{\circ}30'00''$  WEST, A DISTANCE OF 59.36 FEET; THENCE NORTH  $36^{\circ}27'33''$  EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH  $36^{\circ}27'33''$  EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH  $48^{\circ}39'56''$  EAST, A DISTANCE OF 4.77 FEET; THENCE NORTH  $36^{\circ}01'25''$  EAST, A DISTANCE OF 50.39 FEET; THENCE NORTH  $34^{\circ}28'23''$  EAST, A DISTANCE OF 53.97 FEET; THENCE NORTH  $36^{\circ}57'21''$  EAST, A DISTANCE OF 31.43 FEET; THENCE NORTH  $57^{\circ}34'45''$  EAST, A DISTANCE OF 23.48 FEET; THENCE NORTH  $61^{\circ}50'21''$  EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH  $48^{\circ}16'48''$  EAST, A DISTANCE OF 53.74 FEET; THENCE NORTH  $61^{\circ}28'43''$  EAST, A DISTANCE OF 53.82 FEET; THENCE NORTH  $47^{\circ}25'43''$  EAST, A DISTANCE OF 36.10 FEET; THENCE NORTH  $46^{\circ}42'08''$  EAST, A DISTANCE OF 59.58 FEET; THENCE NORTH  $44^{\circ}39'10''$  EAST, A DISTANCE OF 72.15 FEET; THENCE NORTH  $30^{\circ}27'40''$  EAST, A DISTANCE OF 77.71 FEET; THENCE NORTH  $41^{\circ}51'27''$  EAST, A DISTANCE OF 83.57 FEET; THENCE NORTH  $45^{\circ}36'01''$  EAST, A DISTANCE OF 47.68 FEET; THENCE NORTH  $51^{\circ}56'20''$  EAST, A DISTANCE OF 15.46 FEET; THENCE NORTH  $36^{\circ}22'16''$  EAST, A DISTANCE OF 120.26 FEET; THENCE NORTH  $44^{\circ}20'49''$  EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH  $17^{\circ}57'31''$  EAST, A DISTANCE OF 26.58 FEET; THENCE NORTH  $50^{\circ}20'34''$  EAST, A DISTANCE OF 57.37 FEET; THENCE NORTH  $52^{\circ}46'31''$  EAST, A DISTANCE OF 76.48 FEET; THENCE NORTH  $53^{\circ}36'18''$  EAST, A DISTANCE OF 78.77 FEET; THENCE NORTH  $37^{\circ}11'44''$  EAST, A DISTANCE OF 45.11 FEET; THENCE NORTH  $07^{\circ}40'30''$  EAST, A DISTANCE OF 53.28 FEET; THENCE NORTH  $36^{\circ}28'25''$  EAST, A DISTANCE OF 7.31 FEET; THENCE NORTH  $53^{\circ}31'35''$  WEST, A DISTANCE OF 70.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $60^{\circ}27'05''$  EAST AND A CHORD DISTANCE OF 32.22 FEET TO THE POINT OF BEGINNING.

**IMPACT FEE CREDIT AGREEMENT**

**PUBLIC CAPITAL FACILITIES IMPACT FEES**

THIS AGREEMENT is made this 29<sup>th</sup> day of November, 1999, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **SJ LAND ASSOCIATES, LLC.**

**RECITALS:**

SJH Partnership, Ltd. and SJ Land Associates, LLC are the Developers of certain lands contained within a Development of Regional Impact ("DRI") commonly referred to as Saint Johns ("Saint Johns") and more fully described in that certain St. Johns County Resolution Numbers 91-130; 91-183; 94-211; 95-06; 96-102; 96-233; 98-126 and 98-179 ("Development Order").

A. Pursuant to the St. Johns County Ordinance No. 87-59 ("Public Capital Facilities 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 ("Feepayer"), to pay a public capital facilities impact fee ("Public Capital Facilities Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public buildings and facilities within St. Johns County.

B. Pursuant to the Development Order, SJH Partnership, Ltd. and SJ Land Associates, LLC shall concurrently herewith convey by Special Warranty Deed from SJH Partnership, Ltd. to St. Johns County, the approximately 7.5 acre Civic Parcel Number 20 on the Northwest Interchange Quadrant, and Special Warranty Deed from SJ Land Associates to St. Johns County, the approximately 8.5 acre Civic Parcel Number 2 (formerly Parcel 6) on the Six Mile Creek Central Parcel.

C. Pursuant to the terms of the Public Capital Facilities Impact Fee Ordinance and in accordance with the Development Order, the County and SJH Partnership, Ltd. and SJ Land Associates, LLC, desire to set forth their agreements and a procedure for the application and treatment of such Public Capital Facilities Impact Fee Credits.

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

*John P. Degraide*

The initial Public Capital Facilities Impact Fee Credit for the Parcel 20 civic site is calculated to be the sum of \$101,250.00, which is the fair market value. The initial Public Capital Facilities Impact Fee Credit for the Parcel 2 Civic Site is calculated to be the sum of \$51,000.00, which is the fair market value. Therefore the total initial Public Capital Facilities Impact Fee Credit as of the date of execution of this Agreement is \$152,250.00.

1. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Public Capital Facilities Impact Fee Ordinance directly to SJH Partnership, Ltd. or SJ Land Associates, LLC. SJH Partnership, Ltd. or SJ Land Associates, LLC shall then issue to such Feepayer a voucher evidencing full payment of Public Capital Facilities Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by SJH Partnership, Ltd. or SJ Land Associates, LLC shall contain a statement setting forth the amount of Public Capital Facilities Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
2. In the event that SJH Partnership, Ltd. or SJ Land Associates, LLC may determine to sell all or part of Saint Johns, SJH Partnership, Ltd. or SJ Land Associates, LLC may sell, transfer, assign, or convey all or part of the Public Capital Facilities Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Saint Johns for such consideration as SJH Partnership, Ltd. or SJ Land Associates, LLC, in its sole discretion, determines, but not in excess of the balance in the Saint Johns Public Capital Facilities Impact Fee account. In such event, SJH Partnership, Ltd. or SJ Land Associates, LLC shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Public Capital Facilities Impact Fee Credit, a written confirmation of the amount of the Public Capital Facilities Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Public Capital Facilities Impact Fee Credit vested in SJH Partnership, Ltd. or SJ Land Associates, LLC.
3. On or before January 31 of each year, so long as there remains any Public Capital Facilities Impact Fee Credit, SJH Partnership, Ltd. and SJ Land Associates, LLC shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Public Capital Facilities Impact Fee payments made by the Feepayers and the remaining balance of Public Capital Facilities Impact Fee Credits.

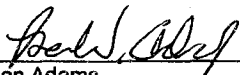
4. At such time as the Public Capital Facilities Impact Fee Credit provided for hereunder has been exhausted, SJH Partnership, Ltd. and SJ Land Associates, LLC or the Fee payers seeking building permits or certificates of occupancy within Saint Johns shall pay to the County the Public Capital Facilities Impact Fees in such amounts as are then due and payable under the Public Capital Facilities Impact Fee Ordinance in effect.
5. Miscellaneous Provisions.
  - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
  - b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
  - c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
  - d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
  - e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.
  - f. The Agreement, any Exhibits and/or addendum made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
  - g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.



- h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.
- 6. In the event that the Developers under the Saint Johns DRI make additional contributions of real property or construct additional Public Capital Facilities in accordance with requirements contained in the Saint Johns DRI Development Order that would entitle them to additional impact fee credits under Ordinance 87-59, as amended from time to time, then in such event, upon acceptance of such real property or by St. Johns County and establishment of the fair market value of such real property and improvements at the time of such acceptance, the total amount of the Public Capital Facilities Impact Fee credit available to the Developers under the Public Capital Facilities Impact Fee Credit Agreement shall be increased in the amount of such fair market value and an addendum executed by the County Administrator and the Developers shall be attached to the Public Capital Facilities Impact Fee Credit Agreement to document the amount of such additional impact fee credit amount."

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

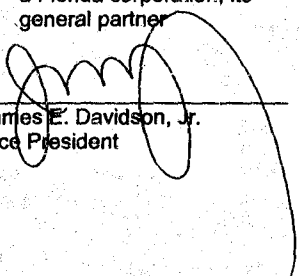
**ST. JOHNS COUNTY, FLORIDA**

By:   
 Ben Adams  
 County Administrator

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

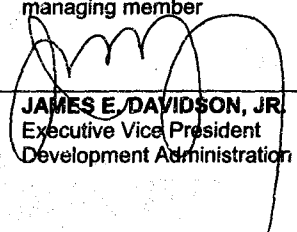
By: **SJ MEMPHIS, LTD.,** a Florida  
limited partnership, its  
general partner

By: **ST. JOHNS HARBOUR, INC.,**  
a Florida corporation, its  
general partner

By:   
James E. Davidson, Jr.  
Vice President

**SJ LAND ASSOCIATES, LLC, a**  
Limited Liability Company

By: **SJ LAND COMPANY, its**  
managing member

By:   
**JAMES E. DAVIDSON, JR.**  
Executive Vice President  
Development Administration

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3369

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SIX MILE CREEK  
WATER AND WASTEWATER  
CONNECTION FEE REIMBURSEMENT  
AGREEMENT

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By and Among

SJ LAND ASSOCIATES, LLC,  
NORTHWEST UTILITIES II, INC.,  
SCRATCH GOLF COMPANY,  
and

ST. JOHNS COUNTY, FLORIDA.

---

Adopted

January 29, 1999

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Ja + Ket - P. Degrande  
- Bill Co - BCC Secty

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**SIX MILE CREEK  
WATER AND WASTEWATER  
CONNECTION FEE REIMBURSEMENT  
AGREEMENT**

**This Agreement** (this "Agreement") is entered into by and among **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Six Mile Developer"); **NORTHWEST UTILITIES II, INC.**, a Florida corporation ("NWU"); and **ST. JOHNS COUNTY FLORIDA**, a political subdivision of the State of Florida, (the "County") on this 29 day of January, 1999. Scratch Golf Company, a South Carolina general partnership, ("Scratch") has also agreed to consent to and join in the execution of this Agreement for the limited purpose of acknowledging and being bound by the provisions of Section 3.06(C) and (D) as they relate to lands owned by Scratch.

**WITNESSETH:**

**WHEREAS**, except for the 189.8 acre golf course parcel conveyed to Scratch on December 31, 1998, the Six Mile Developer is the sole and only owner of record of the real property described in Appendix A hereto which comprises approximately 4000 acres and is located West of County Road 13A, South of State Road 16, East of State Road 13 and North and East of Six Mile Creek; and

**WHEREAS**, the lands described in Appendix A hereto are subject to various development orders approved by the County which initially contemplated that the Six Mile

Developer would establish a private utility company and construct on site water and wastewater treatment facilities to serve such lands; and

**WHEREAS**, NWU and the Six Mile Developer have represented to the County that they now have common and over lapping corporate interests and are amenable to transition the responsibility to provide water and wastewater utility service to the County; and

**WHEREAS**, as a result of entering into the Saint Johns Water and Wastewater Utility Service Agreement dated January 1995 the County has included the lands described in Appendix A in its intended service area; and

**WHEREAS**, the County has the power and authority to provide water and wastewater infrastructure and service within St. Johns County and is willing and able to undertake the service obligations hereunder in an effort to encourage sound capital improvement planning and financing, expand and strengthen the County water and wastewater system, assist in assuring adequate capital facilities for development in the unincorporated area in and around lands described in Appendix A, and encourage the efficient and economically sound use and extension of County water and wastewater infrastructure; and

**WHEREAS**, funding for the County's obligations and performance under this agreement shall be derived solely from available or unencumbered revenues of the County's water and wastewater system, shall be subordinate to any outstanding pledged indebtedness or any indebtedness issued in the future for construction or acquisitions of improvements or additions to the County's water and wastewater system, and shall not be or constitute a general obligation or an indebtedness of the County (this recital shall not be



deemed to prohibit the issuance by the County of water and wastewater utility system revenue bonds to fund its requirement to construct, or reimburse others for the construction of, the capital facilities and associated costs and expenditures addressed in this agreement); and

**WHEREAS**, the capital facilities and associated costs and expenditures addressed in this agreement are improvements required by new development and the cost of providing, or reimbursing the Six Mile Developer and its permitted successors for providing, such improvements are ultimately to be paid for or recovered from new water and wastewater connections to the County's utility system through the rates, fees, charges and assessments imposed on new development by the County; and

**WHEREAS**, the Six Mile Developer, NWU and the County find it in their mutual best interests to enter into this agreement under which the Developer and NWU will relinquish any right that they may have under any prior development order to provide water and wastewater service to the lands described in Appendix A, or adjacent thereto, through a private water and wastewater utility company in exchange for the County's agreement to accept reimbursable improvements and provide connection fee credit and water and wastewater service as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10 and other good and valuable consideration exchanged between the parties, the parties to this Saint Johns Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement do

undertake, promise and agree for themselves, their permitted successors and assigns as follows:

## **ARTICLE I**

### **DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** As used in this Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement the following terms shall have the meanings as defined herein unless the context clearly requires otherwise:

**"Agreement"** means this Saint Johns Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Board"** means the Board of County Commissioners of St. Johns County, Florida.

**"Connection Fee Credit Account"** means one or more accounts established and maintained by the County in which one or more Development Parcels within the Six Mile Parcel will receive a credit in an amount equal to the Construction Costs of Reimbursable Improvements as provided more particularly herein.

**"Construction Costs"** means the actual and verifiable costs of the labor, materials and professional or design services specifically associated with the design, permitting, installation, inspection and testing of the Reimbursable Improvements Included within the contractor's final bid price. For the purpose of determining Construction Costs, if design, permitting, inspection and testing services are not included within the contractor's final bid price, design, permitting, inspecting and testing services shall not exceed 8 per cent of the

contractor's final bid price. The term shall not include any mark-up, rebate, surcharge, or any overhead charge, administrative fee, construction management or supervisor fee, or other charge, other than the contract price for the labor, materials, and services due the professional or contractor who actually provided the engineering or design services or installed the Reimbursable Improvements.

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

**"Development Parcels"** means one or more discrete parcels of land within the Six Mile Parcel primarily available for residential and non residential development requiring water and wastewater service, which shall be identified and described as provided in Section 3.04 hereof.

**"Major Development Parcel"** means four discrete areas comprising the Six Mile parcel which are identified and described in the Six Mile PUD as "Six Mile Creek North", "Six Mile Creek West", "Six Mile Creek Central" and "Six Mile Creek South".

**"NWU"** means Northwest Utilities II, Inc., a Florida corporation.

**"NWU Consumptive Use Permit"** means St. Johns River Water Management consumptive Use Permit No. 2-109-0202NM, transferred to the Six Mile Developer in connection with its acquisition of the Six Mile Parcel, authorizing use of ground water from the Floridian Aquifer to serve an estimated population 2,531 in seven years and for reclaimed water and surface water for irrigation of landscape.

**"Reimbursable Improvements"** means Reimbursable Transmission Waste Mains, Reimbursable Transmission Force Mains and Reimbursable Regional Master Pump Stations.

**"Reimbursable Regional Master Pump Stations"** means any pumping stations or lift stations directly connected to Reimbursable Transmission Force Mains which are installed by the Six Mile Developer in accordance with this Agreement and the standards and requirements of the County, and which serves more than one of the Development Parcels within the Six Mile Parcel. The term does not include satellite pump stations typically installed by subdivision developers which shall not be reimbursable hereunder.

**"Reimbursable Transmission Force Main"** means any sewer force mains having a diameter of 8 inches or more installed by the Six Mile Developer in accordance with this Agreement and the standards and requirements of the County in or adjacent to the right-of-way of State Road 16, International Golf Parkway, County Road 13A, or in or adjacent to the Six Mile Utility Corridor which serves more than one Development Parcel and which is graphically identified as a "Force Main (Reimbursed)" in Appendix B attached hereto.

**"Reimbursable Transmission Water Main"** means any water mains having a diameter of 12 inches or greater installed by the Six Mile Developer in accordance with this Agreement and the standards and requirements of the County in or adjacent to the right of way of State Road 16, International Golf Parkway, County Road 13A, or in or adjacent to the Six Mile Creek Utility Corridor, which serves more than one Development Parcel and

which is graphically identified as a "Water Main (Reimbursed)" in Appendix B attached hereto.

**"Scratch"** means Scratch Golf Company, a South Carolina general partnership.

**"Scratch Golf Parcel"** means the 189.8 acre golf course parcel, wholly located within the Six Mile Parcel, which is owned by Scratch pursuant to Deed recorded in Official Records Book 1374, at page 1953 of the public records of St. Johns County, Florida.

**"Six Mile Creek Utility Corridor"** means the looped water and wastewater utility corridor depicted on Appendix B attached hereto.

**"Six Mile Developer"** means SJ Land Associates, LLC, a Delaware limited liability company.

**"Six Mile Parcel"** means approximately 4000 acres of land located west of County Road 13A, said lands more particularly described in Appendix A hereto.

**"Six Mile PUD"** means the Plan Unit Development zoning approval for the Six Mile Parcel approved by the Board under Ordinance 91-37, and as amended by the Board in Resolution 96-28, and Ordinance 98-34, and as the same may be amended from time to time

**"St. Johns County Utility Ordinance" or "Ordinance"** means St. Johns County Utility Ordinance 97-62 as amended, and the Manual of Water and Wastewater Design Standards and Specifications adopted as St. Johns County Resolution No. 92-189, as amended, or their successors in function, together with all resolutions, regulations and policies under which the County and its Utilities Department performs plan review,

inspections, testing, and acceptance of dedications and conveyances of utility easements and facilities installed by land developers to serve new development.

**"St. Johns DRI Development Order"** means the Development of Regional Impact Order approved by St. Johns County Resolution Numbers 91-130, 91-183, 94-211, 95-06, 96-102, 96-233, and 98-34; and as the same may be amended from time to time.

**SECTION 1.02. CONSTRUCTION AND INTERPRETATION.**

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include firms and corporations.

(B) The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement does not and shall not be construed to relieve either NWU, the Six Mile Developer or any other person or entity from any obligation to address any permit, condition, term, approval, competitive negotiation or bidding requirement, or restriction and shall not relieve NWU, the Six Mile Developer or any other person or entity of the obligation to comply with any law, ordinance, rule, or regulation governing said permitting requirements, conditions, terms, approvals, competitive negotiation or bidding requirements, or restrictions.

(E) This Agreement is not and shall not be construed as a Development Agreement pursuant to the Florida Local Government Development Agreement Act Sections 163.3220-163.3243, Florida Statutes, or its successor in function.

(F) Six Mile Developer is serving as a non-governmental developer and this Agreement, in part, is serving as a vehicle for the Six Mile Developer to accomplish certain conditions of development required by Section 380.06, Florida Statutes. The parties to this Agreement have made the mutual determination that the term "agency" as defined in Section 287.055, Florida Statutes, does not extend to the Six Mile Developer's activities and obligations under this Agreement. However, in the event a court of competent jurisdiction, a change in law or a case law clarification determines otherwise, the parties shall comply with such a determination.

(G) This Agreement shall not be construed as inconsistent with the St. Johns County Utility Ordinance.

(H) This Agreement shall not be construed as a restriction on the County's power to legislate under its police power or the contracting or bartering away of its police power.

(I) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the sole product of any of the parties hereto.

**SECTION 1.03. INCORPORATION.** The findings, recitals and acknowledgments contained herein are true, correct, and are incorporated in this Agreement.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the text of the several articles, section or appendices in this Agreement and any table of context or margin notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.



**ARTICLE II****REPRESENTATIONS**

**SECTION 2.01. REPRESENTATIONS OF NWU AND THE SIX MILE DEVELOPER.** NWU and Six Mile Developer make the following representations:

(A) NWU is a corporation duly organized, validly existing and in good standing in the State of Florida, is authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this Agreement. The Six Mile Developer is a limited liability corporation duly organized, validly existing and in good standing in the State of Delaware, authorized to do business in the State of Florida, and has all requisite corporate power and authority to enter into and fully perform this Agreement. Scratch is a general partnership, duly organized, validly existing and in good standing in the State of South Carolina, authorized to do business in the State of Florida, and has requisite power and authority to enter into and fully perform this Agreement.

(B) Except for the 189.8 acre golf course parcel conveyed to Scratch on December 31, 1998, the Six Mile Developer is the sole owner of record of the Six Mile Parcel, and covenants to obtain and record the unqualified consent and joinder of any lienholder of record of the Six Mile Parcel simultaneously with execution hereof.

(C) All necessary action on the part of NWU and the Six Mile Developer relating to the authorization of NWU's and the Six Mile Developer's execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and NWU's and the Six Mile Developer's performance of each entity's duties and obligations

contained herein have been duly taken, and assuming due authorization, execution and delivery by the County, this Agreement shall be valid and enforceable against NWU and the Six Mile Developer, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with the general principles of equity.

(D) There is no action, suit, investigation, or proceeding pending, or to NWU's and the Six Mile Developer's knowledge and belief, threatened, against or affecting NWU or the Six Mile Developer, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Agreement or any other agreement or instrument to which NWU or the Six Mile Developer is a party which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(E) To the best of NWU's and the Six Mile Developer's knowledge and belief and after due inquiry, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated, nor compliance with the terms and provisions of such instruments will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority having jurisdiction over NWU or the Six Mile Developer and will not conflict with or result in a material breach of any

terms, conditions or provisions of any agreement or instrument to which NWU or the Six Mile Developer is now a party, or constitute a default thereunder.

**SECTION 2.02. REPRESENTATIONS OF THE COUNTY.** The County makes the following representations.

(A) The County is duly organized and validly existing County and political subdivision of the State of Florida.

(B) The County has full power and authority to enter into the transactions contemplated by this Agreement.

(C) To the best of its knowledge and belief after due inquiry the County is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. The Board has duly authorized the execution and delivery of this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) To the best of the County's knowledge and belief after due inquiry, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions hereof will not violate the provisions of any applicable law, conflict with

or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order, or any provision of the Constitution, or the laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, lease, or other instrument to which the County is subject or by which it is bound.

(E) There is no action, suit, investigation, or proceeding pending or, to the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Agreement or any other agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III****UTILITY SERVICE PROVISIONS**

**SECTION 3.01. TRANSFER OF PERMIT.** The County shall have the option to require the Developer to transfer the NWU Consumptive Use Permit to the County or to require the Developer to cause the NWU Consumptive Use Permit to be canceled. The County may exercise its right to obtain transfer of the NWU Consumptive Use Permit by providing a written request to the Developer within 30 days after the date of execution of this Agreement requesting transfer of the NWU Consumptive Use Permit. If transfer of the NWU Consumptive Use Permit is requested by the County, then, within 10 days after the date of request by the County, NWU shall take all requisite action to apply for and cause the transfer of the NWU Consumptive Use Permit to the County and shall use all reasonable efforts to obtain the transfer of the NWU Consumptive Use Permit to the County. The County shall timely cooperate and provide all reasonably necessary assistance in this endeavor. Upon the transfer of the NWU Consumptive Use Permit the County shall assume all obligations under the NWU Consumptive Use Permit. The County may allow the NWU Consumptive Use Permit to lapse provided the permit is not necessary to the County's performance under this Agreement. If the County does not request transfer of the NWU Consumptive Use Permit to the County within 30 days of the date of execution of this Agreement, then the Developer shall notify the St. Johns River Water Management District that the NWU Consumptive Use Permit is no longer needed and take all necessary actions to cause the NWU Consumptive Use Permit to be canceled.

**SECTION 3.02. ACKNOWLEDGMENT OF SERVICE RESPONSIBILITY**

(A) Upon execution hereof (1) NWU unconditionally and without additional consideration relinquishes and terminates all of its rights, remedies, powers, title or interest to provide water and wastewater service to the Six Mile Parcel and surrounding areas, and (2) NWU, the Six Mile Developer, and their successors, shall recognize the County as the exclusive provider of such utility services to the Six Mile Parcel and such surrounding areas and the Six Mile Developer and NWU shall take no actions inconsistent therewith.

(B) As of the execution of this Agreement, the County has available uncommitted capacity of at least 1.2 million gallons per day in its water treatment facilities and 300 thousand gallons per day in its wastewater treatment facilities. The County acknowledges its obligation to continue to expand its water and wastewater treatment facilities to meet requirements of the Six Mile Parcel through build out. The County acknowledges its obligation undertake the design and subsequent construction necessary to expand its water and wastewater treatment facilities substantially in conformance with the provisions of Rule 62-600.405 Florida Administrative Code, or its successor in function.

(C) The Six Mile Developer shall provide to the County an annual report on or before March 1 each year, starting March 1, 1999, outlining construction activity within the Six Mile Parcel for the prior year and proposed construction activity for the upcoming three year period. At the option of the County, failure to timely provide such a report shall be a bar to further acceptance of any Reimbursable Improvements by the County until such report is filed with the County.

**SECTION 3.03. WATER AND WASTEWATER EXTENSIONS TO AND WITHIN SIX MILE PARCEL.**

(A) In accordance with all applicable state and local development standards, the Developer shall be responsible for constructing each segment of the Reimbursable Improvements to and within the Six Mile Parcel concurrent with the construction of the roadway system and other horizontal infrastructure within the Six Mile Parcel. The Six Mile Developer shall construct and install all other water and wastewater improvements and facilities necessary to serve development within the Six Mile Parcel at its expense and without reimbursement in accordance with the St. Johns Utility Ordinance.

(B) The Six Mile Developer shall be responsible for constructing all Reimbursable Transmission Waste Mains, Reimbursable Transmission Force Mains, and Reimbursable Regional Master Pump Stations to and throughout the Six Mile Parcel in accordance with the provisions of this Agreement.

(C) The Six Mile Developer's responsibility for Reimbursable Transmission Water Mains shall commence at a point of connection with the County's existing water main located within Parcel 21 of the Interchange Northwest Parcel of the Saint Johns Development of Regional Impact.

(D) The Six Mile Developer's responsibility for Reimbursable Transmission Force Mains shall commence at a point of connection with the County's existing master sewer pump station located within Parcel 21 of the Interchange Northwest Parcel of the Saint Johns Development of Regional Impact.

(E) All offsite improvements necessary to connect Six Mile Parcel to existing County facilities shall be constructed within public rights of ways or within easements obtained by the Six Mile Developer; this Agreement shall not be construed to require the County to exercise the power of eminent domain or otherwise expend any funds to acquire any easement or rights of way. All offsite improvements and facilities shall be constructed in accordance with the St. Johns County Utility Ordinance.

(F) The Six Mile Developer shall coordinate in advance with the County in all matters relating to preliminary and final design prior to commencing construction on any of the infrastructure addressed by this Agreement. The Six Mile Developer shall submit to and receive approval from the County for the design, specifications, plans and contractor's final bid price for each segment of Reimbursable Improvements prior to commencing construction thereon. The response by the County shall be timely and approval shall not be unreasonably withheld. No amount of any change order or modification to the contractor's final bid price shall be subject to reimbursement unless approved in advance by the County. Approval of any change order or modification shall be within the sole discretion of the County. The County's obligation to accept functional segments of the Reimbursable Improvements upon completion shall not be conditioned upon prepayment of connection fees.

(G) The Six Mile Developer shall have a continuing good faith obligation to minimize construction costs of Reimbursable Improvements.



(H) The Six Mile Developer and its successors and assigns shall cause the grant or dedication to the County of all easements necessary to provide water, wastewater (including wastewater effluent) services within the Six Mile Parcel as provided herein. Each grant or dedication, together with appropriate subordinations from any lien holder, shall be in a form acceptable to the County, shall be of a perpetual nonexclusive nature for water and wastewater utility purposes, and shall be provided without cost to or reimbursement by the County. Each grant or dedication shall provide that the land underlying the easement or dedication shall not be subject or, nor subjected in the future to, other inconsistent uses.

(I) The construction, installation, and dedication to the County of all water or wastewater improvements or facilities within the Six Mile Parcel which are not otherwise deemed Reimbursable Improvements shall be designed, installed and dedicated to the County in accordance with the Saint Johns Utility Ordinance and without cost to or reimbursement by the County.

(J) The County's obligation to accept Reimbursable Improvements and credit any Connection Fee Credit Account as provided hereunder shall absolutely and unequivocally expire upon the tenth anniversary hereof.

#### **SECTION 3. 04. IDENTIFICATION OF DEVELOPMENT PARCELS**

(A) Prior to acceptance of any functional segment of Reimbursable Improvements by the County, the Six Mile Developer shall identify and provide to the County a description of each Development Parcel it intends to allocate unit connection fee credits to under this Agreement. Each such parcel shall conform to, and be consistent with, the provisions of

the St. Johns DRI Development Order and Six Mile PUD and shall be provided to the County by the Six Mile Developer in the form of a legal description and legible sketch on 8 ½ by 11 inch paper.

(B) Prior to acceptance of any functional segment of Reimbursable Improvements by the County, the Six Mile Developer shall certify in writing to the County the development potential of each Development Parcel as it relates to the demand for unit connection fees and propose the assignment of a specific dollar amount for each Connection Fee Credit Account to be created for each such Development Parcel.

(C) In the event the Six Mile Developer has not created Development Parcels or otherwise chooses to not assign connection fee credit to a specific Development Parcel, the Six Mile Developer may defer such decision for up to one year from the time the functional segment of Reimbursable Improvements is accepted by the County and thereafter subsequently designate one or more Development Parcels to receive the credit therefore within one year of the County's acceptance of the associated Reimbursable Improvements. However, in such an event, the connection fee credit shall nevertheless expire 6 years from the date of acceptance, notwithstanding the subsequent assignment of the credits to a Development Parcel. If the Six Mile Developer fails to timely designate one or more Development Parcels to receive the credit as provided in this subsection, the County shall whenever possible thereafter apply any unassigned connection fee credit on a "first in, first out" basis to any respective application for a new water or wastewater

connection within the Six Mile Parcel, that does not otherwise have a credit available hereunder.

**SECTION 3.05. REIMBURSEMENT THROUGH CONNECTION FEE CREDITS.**

(A) The Six Mile Developer and its permitted successors shall be reimbursed for the construction and installation of the Reimbursable Improvements in the manner provided herein.

(B) No value shall be attributed to easements granted or otherwise obtained by the Six Mile Developer over property within the Six Mile Parcel or any other lands subjected to easements in connection with the conveyance of water and wastewater improvements or facilities to the County.

(C) The Six Mile Developer shall timely convey or dedicate to the County upon substantial completion each functional portion of the Reimbursable Improvements. At such time the Developer shall submit, in addition to all the documents and items required by the Ordinance and this Agreement, affidavits from the project engineer and the contractor installing the improvements to confirm the amount of the Construction Costs for the installation of such Reimbursable Improvements. Upon acceptance for service of any functional segment of the Reimbursable Improvements by the County and, where required, the Florida Department of Environmental Protection, the County shall establish a Connection Fee Credit Account for each such segment of the Reimbursable Improvements accepted by the County in the amount provided herein for the Construction Costs of Reimbursable Improvements conveyed or dedicated by the Six Mile Developer and

accepted by the County. Upon acceptance the amount of the connection fee credit for each segment shall be assigned as provided herein to one or more specific Development Parcels as designated by the Developer. Separate Connection Fee Credit Accounts shall be established for water improvements and for wastewater improvements. In no event shall the dollar value of connection fee credit allowed under this Agreement for any segment of Reimbursable Improvements exceed the Construction Costs determined in conjunction with the contractor's final bid price, inclusive of change orders approved by the County, for such segment of Reimbursable Improvements identified at the time of approval by the County.

(D) All connection fee credits for Reimbursable Improvements shall be used and credited only as provided herein. In the event that any connection fee credit is not used or credited to new improvements within a Development Parcel within 5 years after acceptance by the County of each respective segment of Reimbursable Improvements, all right to any credit for any such Reimbursable Improvements shall absolutely and unequivocally expire. Upon expiration of any credit for connection fees, the associated Reimbursable Improvements shall be deemed to be an imprudent investment in infrastructure too far in advance of development, and thereafter, with respect to such Reimbursable Improvements the County shall not be responsible for any reimbursement or payment to the Six Mile Developer or any landowner or user in any form or manner whatsoever.

(E) The County shall make available a written monthly accounting of all Connection Fee Credit Accounts created hereunder which shall at a minimum reflect:

(1) A description of the Reimbursable Improvement and the initial amount of the connection fee credit therefore;

(2) The date of acceptance of the Reimbursable Improvements by the County and the date of expiration for connection fee credit resulting therefrom;

(3) The initial amount of the connection fee credit allocated by the Six Mile Developer to each Development Parcel to which the connection fee credit shall be applied; and

(4) The currently remaining balance of water and wastewater connection fee credits under this Agreement on an aggregate and Development Parcel basis.

(F) As development occurs on each Development Parcel, the County shall deduct an amount equivalent to one third of the unit connection fee then due under the St. Johns County Utility Ordinance from the appropriate Connection Fee Credit Account for each new water and wastewater connection at the time such connection fees are paid; and simultaneously reduce the amount payable to the County for the respective connection fees due by a like amount. This procedure to reduce the applicable Connection Fee Credit Account balance shall continue until the balance thereof is reduced to zero or the County's obligation hereunder otherwise expires. In no event whatsoever shall the aggregate

connection fee credit provided for by the County hereunder exceed the aggregate amount of \$5,000,000.

(G) The issuance of an erroneous connection fee credit hereunder by mistake or inadvertence, shall not relieve the owner of the benefitting property from the obligation of full payment of any unit connection fee which would otherwise be due. The Six Mile Developer, and its successors, shall hold the County harmless for any mistake or error made in good faith as it accounts for connection fee credit due hereunder. No interest or additional credit whatsoever shall accrue as a result of interest, the time value of money or any claim therefore.

(H) Upon acceptance of any functional segment of the Reimbursable Improvements, the County Administrator, or his designee, shall record a notice in the Official Records of St. Johns County, Florida, in substantially the form attached hereto as Appendix C, which references this Agreement, identifies Development Parcel, confirms the fact that a Connection Fee Credit Account has been created and that as new development occurs on the Development Parcel each connection fee paid will be reduced by one third of the applicable unit connection fee due for so long as a credit balance is available, that the County produces a monthly report of all available Connection Fee Credit Account balances, and recites that any obligation by the County to provide a credit expires on a date certain.

(I) If at any time a Connection Fee Credit Account balance does not exist or is not available to a particular Development Parcel and no unassigned connection fee credit is available as provided in Section 3.04, the owner thereof shall pay to the County in

immediately available funds the water and wastewater unit connection fees required under the St. Johns County Utility Ordinance.

**SECTION 3.06. INSTALLATION OF REUSE FACILITIES NOT REIMBURSABLE;  
CONDITIONS FOR PROVISION OF REUSE WATER.**

(A) As an inducement for the County to enter into this Agreement, the Six Mile Developer shall install, or cause to be installed, a reuse water main from the existing county reuse water main located at the intersection of State Road 16 and International Golf Parkway along the right of way of County Road 13-A to the project entrance of the Six Mile Parcel and into the Six Mile Parcel to a golf course irrigation pumping station and lake located on or adjacent to the Scratch Golf Parcel within the Six Mile Parcel. Such reuse main shall be constructed in accordance with the standards and requirements of the Ordinance and shall be conveyed or dedicated to the County.

(B) The Six Mile Developer or Scratch shall not be entitled to reimbursement through connection fee credits hereunder or otherwise for the cost of installing the reuse main or any reuse facilities.

(C) Prior to the County providing treated wastewater effluent through the reuse main, the owner of the Scratch Golf Parcel shall enter into a separate agreement with the County which shall run with the title to the Scratch Golf Parcel regarding the use of treated wastewater effluent for irrigation of the golf course. The golf course on the Scratch Golf Parcel shall be designed and constructed to incorporate reuse distribution facilities for and within the Scratch Golf Parcel in accordance with all applicable governmental requirements.

The golf course operator shall operate and maintain such irrigation system as designed in accordance with the laws, rules, regulations and applicable permits of the Florida Department of Environmental Protection, the St. Johns River Water Management District and any other governmental agency having jurisdiction over such operations, and once constructed shall not, without prior written consent of the County, substantially alter the golf course irrigation system in a manner that would materially reduce or preclude the ability of the golf course to serve as a disposal mechanism for treated wastewater by spray irrigation. When and if treated wastewater from the reuse water main is available, the golf course shall use such reuse water as its primary source of irrigation supplementing such source with storm water (as the secondary source) and surface water from Six Mile Creek (as a backup source) only when treated wastewater from the County is not sufficient to meet the needs of the golf course or is not properly treated in accordance with the appropriate regulatory standards.

(D) The County will make available to the Scratch Golf Parcel treated wastewater on an as available basis and makes no guarantee that adequate treated wastewater effluent will be available for golf course irrigation purposes. The effluent provided to the Scratch Golf Parcel shall meet public access standards required by Rule 62-610, Part III, Florida Administrative Code, or its successor in function. Any agreement entered into for the County to provide treated wastewater effluent will provide for the County to make adequate alternative arrangement for disposal of treated wastewater during periods of wet weather and during periods of minimal irrigation in the manner consistent with law and in accordance



with the County's environmental permits. In the event treated wastewater effluent, which is not needed by the County to serve existing customers or new customers who are subject to charges for such treated wastewater effluent, is provided to the Scratch Golf Parcel, such effluent shall be provided to the Scratch Golf Parcel free of charge. However, nothing in this Agreement shall require the County to provide or guarantee availability of treated wastewater effluent to the Scratch Golf Parcel. Any separate agreement between the owner of the Scratch Golf Parcel and the County that provides for guaranteed availability of effluent or requires the County to give priority to the golf course may include charges for delivery of treated wastewater effluent as determined by the County from time to time. In no event shall the owner of the Scratch Golf Parcel or the owner of the Six Mile Parcel be required to accept treated wastewater in excess of its reasonable irrigation needs.

**ARTICLE IV****GENERAL PROVISIONS**

**SECTION 4.01. POST EXECUTION RELATIONSHIP.** From time to time after execution of this Agreement, each party hereto, and their successors and assigns, shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers or other documentation for (A) confirming or correcting the easement or use rights contemplated hereunder in the name of the County or (B) otherwise fulfilling the obligations and intent of the parties under this Agreement.

**SECTION 4.02. FORCE MAJEURE.** If the performance by any party hereto of its respective obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, uncontrollable delay or interruption of the County's design and construction activities, or any law, rule, regulation, order or other action adopted or taken by any federal, state or other local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party's obligation to perform shall be suspended to the extent such performance or obligation is so delayed or prevented by such occurrence, without liability of any kind, on a day to day basis. To the extent reasonably practicable, any party believing that its performance hereunder will be materially delayed by such an unexpected or uncontrollable event shall notify the other parties hereto of such an event within 2 day after

learning of its occurrence. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any litigation or other disputes with, labor or labor unions, suppliers or any other persons that such party considers unreasonable.

**SECTION 4.03. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time. Any time period provided for herein which ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day.

**SECTION 4.04. APPLICABLE LAW; JURISDICTION AND VENUE.**

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether state, local or federal, and further agree that venue shall lie in St. Johns County, Florida.

**SECTION 4.05. FAILURE OF PERFORMANCE.**

(A) A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) If any party breaches this Agreement, a non-breaching party shall only proceed in equity to enforce its rights under this Agreement, including specifically the right of specific performance and mandamus.

**SECTION 4.06. NOTICE.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage pre-paid to the following addresses:

**To County:** St. Johns County Administration  
4020 Lewis Speedway, 2nd Floor  
St. Augustine, FL 32085  
Attn: County Administrator

with a copy to: St. Johns County Utilities Dept.  
2175 Mizell Road  
St. Augustine, FL 32084  
Attn: Construction Manager of Utilities

with a copy to: St. John County Attorney  
4020 Lewis Speedway, 1st Floor  
St. Augustine, FL 32085  
Attn: County Attorney

**To Scratch, NWU and the Six Mile Developer:**

SJ Land Associates, LLC  
824 Market Street, Suite 900  
Wilmington, DE 19801  
Attn: Andrew H. McQuarrie

with a copy to: SJ Land Company  
101 East Town Place, Suite 200  
St. Augustine, Florida 32092  
Attn: James E. Davidson, Jr.

with a copy to:

Pappas Metcalf Jenks Miller & Reinsch, P.A.  
200 West Forsyth Street, Suite 1400  
Jacksonville, FL 32202  
Attn: John G. Metcalf

(B) Any party providing written notice to one person in subsection (A) of this Section shall also copy and provide such notice to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or 5 days after the date mailed.

#### **SECTION 4.07. ASSIGNMENT.**

(A) Neither Scratch, the Six Mile Developer nor NWU shall have the power or authority to assign this Agreement or any of their rights, duties, or obligations hereunder to a third party except as provided in this section.

(B) Upon notification to the County as provided hereunder, Scratch, the Six Mile Developer, or its permitted assignee, may assign all or a respective portion of its right, title and interest hereunder to its successor owner of all or substantially all of the Six Mile Parcel, or one or more of the four Major Development Parcels, or alternatively, to a first mortgage holder of a mortgage encumbering all, or substantially all, of the Six Mile Parcel, or one or more of the four Major Development Parcels. In no event shall any assignment enlarge or expand any obligation by the County hereunder.

**SECTION 4.08. AMENDMENTS AND WAIVERS.** This Agreement

can only be amended by a written amendment executed the Six Mile Developer and the County. No joinder or subsequent inclusion of NWU shall be necessary to amend this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. In as much as Scratch has joined in an consented to this Agreement for limited purposes, no further joinder or subsequent inclusion of Scratch shall be required unless the Agreement is amended by written amendment in a manner which substantially and materially modifies the provisions of Section 3.06(C) or (D) as they relate to the Scratch Golf Parcel.

**SECTION 4.09. SEVERABILITY.** In the event that any provision of this Agreement shall be held in valid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 4.10. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether written or oral, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Upon execution by all parties, the County shall provide NWU and the Six Mile Developer a complete certified copy of this Agreement together with the copies of all exhibits and appendices thereto.

081384PG1816

IN WITNESS WHEREOF, the County, NWU and the Six Mile Developer have caused this Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement to be duly executed and entered into on the date first above written. Additionally, Scratch shall consent to and join in the execution of this Agreement, as provided herein, prior to this Agreement becoming effective.

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

(SEAL)

By Marc A. Javalone  
Chairman

ATTEST:

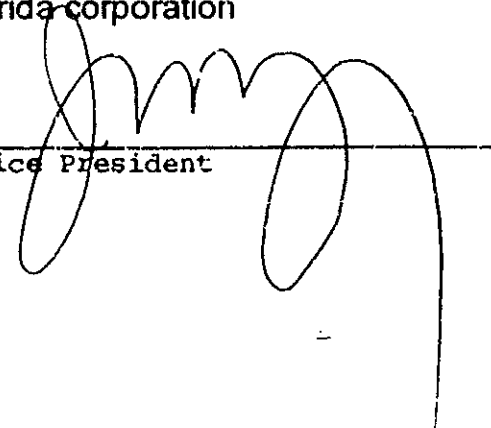
CHERYL STRICKLAND, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of St. Johns County, Florida

By: Cheryl Strickland  
Deputy Clerk

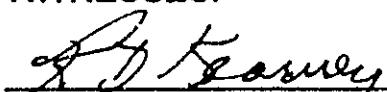
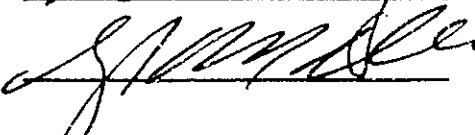
IN WITNESS WHEREOF, NWU has caused this Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement to be duly executed and entered into on the date first above written.

(SEAL)

NORTHWEST UTILITIES II, INC.,  
a Florida corporation

By:   
Vice President

WITNESSES:

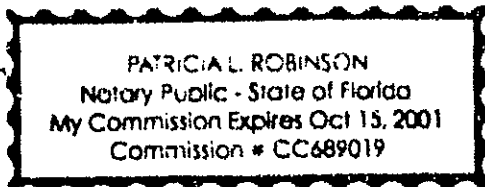
STATE OF FLORIDA

COUNTY OF: St. Johns

The foregoing Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement was acknowledged before me this 19 day of January, 1999, by James E. [Signature] as the Vice President of Northwest Utilities II, Inc., a Florida corporation, on behalf of said corporation. Such person is personally known to me or has presented \_\_\_\_\_ as identification.

(NOTARY SEAL)

Patricia L. Robinson  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Patricia L. Robinson  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





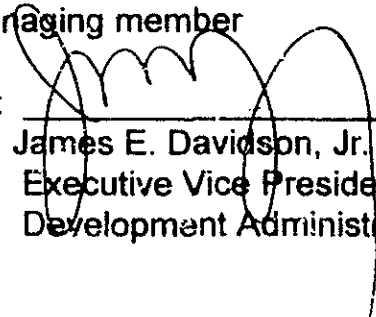
081364P61818

IN WITNESS WHEREOF, the Six Mile Developer has caused this Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement to be duly executed and entered into on the date first above written.

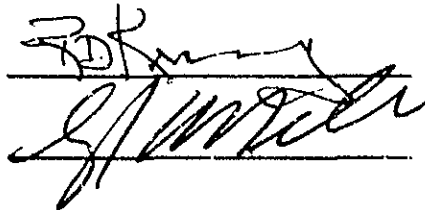
**SJ LAND ASSOCIATES, LLC,**  
a Delaware limited liability company

By: **SJ LAND COMPANY,**  
a Delaware corporation,  
its managing member

(SEAL)

By:   
James E. Davidson, Jr.  
Executive Vice President of  
Development Administration

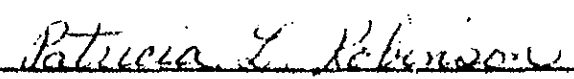
WITNESSES:

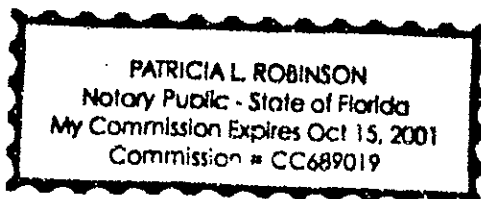


STATE OF: Florida  
COUNTY OF: St. Johns

The foregoing Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement was acknowledged before me this 19 day of January, 1999, by James E. Davidson, Jr., as the Vice-President of SJ Land Company, a Delaware corporation, on behalf of said corporation as the managing member of SJ Land Associates, LLC., a Delaware limited liability corporation. Such person is personally known to me or has presented \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Patricia L. Robinson  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



0R1584P61819

IN WITNESS WHEREOF, Scratch, as the owner of the Scratch Golf Parcel, hereby consents to and joins in the execution of this Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement for the limited purpose of acknowledging the applicability of Section 3.06(C) and (D) to the Scratch Golf Parcel and has executed and entered into same on the date first above written.

SCRATCH GOLF COMPANY,  
a South Carolina general partnership

By: UNITED GOLF, INC.,  
a South Carolina corporation,  
its managing general partner

By: William C. Palmer, Jr.  
President

WITNESSES:

Carlton A. Galbreath  
Pamela J. Dew

STATE OF: South Carolina  
COUNTY OF: Beaufort

The foregoing Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement was acknowledged before me this 25 day of January, 1999, by William C. Palmer, Jr., as the \_\_\_\_\_ President of United Golf, Inc., a South Carolina corporation, on behalf of said corporation as managing general partner of Scratch Golf Company, a South Carolina general partnership. Such person is personally known to me or has presented \_\_\_\_\_ as identification.

(NOTARY SEAL)

Judy T. Nettles  
NOTARY PUBLIC - STATE OF SOUTH CAROLINA  
Printed Name: Judy T. Nettles  
My Commission No.: \_\_\_\_\_  
My Commission Expires: August 16, 2000

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**APPENDIX A**

**Legal Description**

A portion of Sections 18, 19, 31 and 38, Township 6 South, range 28 East and a portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly, thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East; along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6

and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the

Southerly line of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33 seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along last said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line

lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Less and except those lands as described in Official Records Book 250, Page 693 of the public records of said County.

OR1384PG1825

## **APPENDIX B**

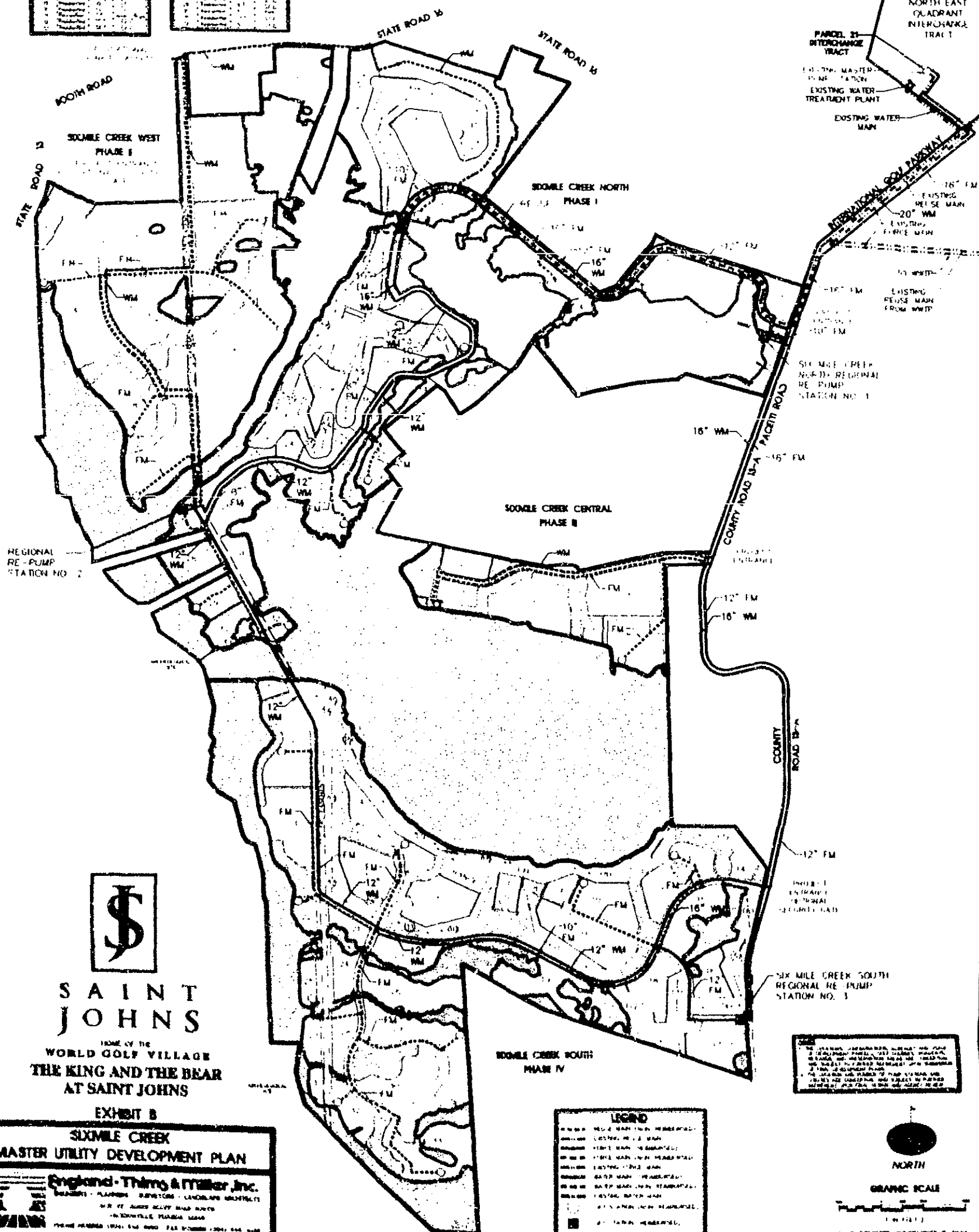
### **Graphic of Reimbursable Improvements**



STABLE CREEK SOUTH	
DATE	TIME
1	10:00
2	10:05
3	10:10
4	10:15
5	10:20
6	10:25
7	10:30
8	10:35
9	10:40
10	10:45
11	10:50
12	10:55
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89	5:20
90	5:25
91	5:30
92	5:35
93	5:40
94	5:45
95	5:50
96	5:55
97	6:00
98	6:05
99	6:10
100	6:15

[illegible][illegible]

STABLE OPER CENTAL			
DATE	TIME	OPERATOR	REMARKS
10-1-78	10:00	JOHN	STARTED
10-1-78	10:15	JOHN	STOPPED
10-1-78	10:30	JOHN	STARTED
10-1-78	10:45	JOHN	STOPPED
10-1-78	11:00	JOHN	STARTED
10-1-78	11:15	JOHN	STOPPED
10-1-78	11:30	JOHN	STARTED
10-1-78	11:45	JOHN	STOPPED
10-1-78	12:00	JOHN	STARTED
10-1-78	12:15	JOHN	STOPPED
10-1-78	12:30	JOHN	STARTED
10-1-78	12:45	JOHN	STOPPED
10-1-78	13:00	JOHN	STARTED
10-1-78	13:15	JOHN	STOPPED
10-1-78	13:30	JOHN	STARTED
10-1-78	13:45	JOHN	STOPPED
10-1-78	14:00	JOHN	STARTED
10-1-78	14:15	JOHN	STOPPED
10-1-78	14:30	JOHN	STARTED
10-1-78	14:45	JOHN	STOPPED
10-1-78	15:00	JOHN	STARTED
10-1-78	15:15	JOHN	STOPPED
10-1-78	15:30	JOHN	STARTED
10-1-78	15:45	JOHN	STOPPED
10-1-78	16:00	JOHN	STARTED
10-1-78	16:15	JOHN	STOPPED
10-1-78	16:30	JOHN	STARTED
10-1-78	16:45	JOHN	STOPPED
10-1-78	17:00	JOHN	STARTED
10-1-78	17:15	JOHN	STOPPED
10-1-78	17:30	JOHN	STARTED
10-1-78	17:45	JOHN	STOPPED
10-1-78	18:00	JOHN	STARTED
10-1-78	18:15	JOHN	STOPPED
10-1-78	18:30	JOHN	STARTED
10-1-78	18:45	JOHN	STOPPED
10-1-78	19:00	JOHN	STARTED
10-1-78	19:15	JOHN	STOPPED
10-1-78	19:30	JOHN	STARTED
10-1-78	19:45	JOHN	STOPPED
10-1-78	20:00	JOHN	STARTED
10-1-78	20:15	JOHN	STOPPED
10-1-78	20:30	JOHN	STARTED
10-1-78	20:45	JOHN	STOPPED
10-1-78	21:00	JOHN	STARTED
10-1-78	21:15	JOHN	STOPPED
10-1-78	21:30	JOHN	STARTED
10-1-78	21:45	JOHN	STOPPED
10-1-78	22:00	JOHN	STARTED
10-1-78	22:15	JOHN	STOPPED
10-1-78	22:30	JOHN	STARTED
10-1-78	22:45	JOHN	STOPPED
10-1-78	23:00	JOHN	STARTED
10-1-78	23:15	JOHN	STOPPED
10-1-78	23:30	JOHN	STARTED
10-1-78	23:45	JOHN	STOPPED
10-1-78	24:00	JOHN	STARTED



**\$**

**SAINT  
JOHNS**  
HOME OF THE  
**WORLD GOLF VILLAGE**  
**THE KING AND THE BEAR**  
**AT SAINT JOHNS**

**EXHIBIT D**

# SIXMILE CREEK MASTER UTILITY DEVELOPMENT PLAN

**England - Thimble & Mallet, Inc.**

**Subject:** - [REDACTED] **Date:** [REDACTED]

• ON KNOXVILLE, TENNESSEE, 1946

[illegible]

# LINE

[illegible]

**NORTH**

### READING SCALE

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

MAP REVISED DECEMBER 9, 1990

0R1384P61827

**APPENDIX C**  
Form of Connection Fee Credit Notice

### CONNECTION FEE CREDIT NOTICE

This notice is provided pursuant to the Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement (the "Agreement") recorded in the Official Records Book \_\_\_, at page \_\_\_, of the Public Records of St. Johns County, Florida. All capitalized words and terms not otherwise defined in this notice shall have the meanings set forth in the Agreement, unless the context clearly indicates otherwise.

Pursuant to the Agreement, upon acceptance of any functional segment of the Reimbursable Improvements, the County shall record a notice in the Official Records of St. Johns County, Florida, which references the Agreement, identifies the Development Parcel, confirms the fact that a Connection Fee Credit Account has been created and that as new development occurs on the Development Parcel each connection fee paid will be reduced by one third of the applicable unit connection fee due for so long as a credit balance is available, that the County produces a monthly report of all available Connection Fee Credit Account balances, and recites that any obligation by the County to provide a credit expires on a date certain.

Pursuant to the Agreement this notice relates to the Development Parcel described in Exhibit A attached hereto. An appropriate Credit Connection Fee Credit Account has been created relating to such a Development Parcel. **[describe Reimbursable Improvements and amount of credit]** As new development occurs on this Development Parcel each respective water and wastewater connection fee due and payable will be reduced by the County by one third of the applicable unit connection fee until the respective credit balance resulting from such Reimbursable Improvements has been reduced to zero. A monthly report of all available Connection Fee Credit Account balances is available at the offices of the Clerk of the Circuit Court or the County Utilities Department. Any obligation by the County to provide a credit for the Reimbursable Improvements described herein, which were accepted by the County on \_\_\_\_\_, shall expire on \_\_\_\_\_.

This general notice does not and shall not be construed to require an individual release, estoppel, **[or other]** information to be provided by the County or any other record to be filed in the Official Records.

Board of County Commissioners of  
St. Johns County, Florida

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

Attest: Cheryl Strickland,  
Clerk of the Circuit Court  
and the Ex-Officio Clerk of  
the Board of County Commissioners  
of St. Johns County, Florida.

By: \_\_\_\_\_  
Deputy Clerk

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

M. Lynn Pappas, Esq.  
Pappas McElalf Jenks  
Miller & Reinsch, P.A.  
200 W. Forsyth St., Ste. 1400  
Jacksonville, FL 32202

**ALLOCATION OF DEVELOPMENT RIGHTS**

**[SIX MILE CREEK PARCEL]**

*July 20*  
THIS ALLOCATION OF DEVELOPMENT RIGHTS is executed as of  
19 *98*, by SJH PARTNERSHIP, LTD., a  
Florida limited partnership ("SJH") and DUNAVANT ENTERPRISES, INC.  
("Dunavant"), a Tennessee corporation, and SJ LAND ASSOCIATES, LLC,  
a Delaware limited liability company ("SJ").

**BACKGROUND FACTS**

SJH and Dunavant are the Developers under the Development of Regional Impact Development Order for the Saint Johns Development of Regional Impact approved under St. Johns County Resolution Number 91-130 as modified by Resolution Number 91-183, Resolution Number 94-211, Resolution Number 95-06, Resolution Number 96-102, and Resolution Number 96-233 (the "Development Order"). The Saint Johns Project as described in the Development Order is divided into two (2) segments, the Interchange Parcels, which are described on the attached Exhibit A (the "Interchange Parcels"), and the Six Mile Creek Parcel which is described on the attached Exhibit B (the "Six Mile Creek Parcel"). SJH is the Developer of the Interchange Parcels. Dunavant was the Owner and the Developer of the Six Mile Creek Parcel and has, simultaneously with execution of this Allocation of Development Rights, conveyed the Six Mile Creek Parcel to SJ. The Development Order created certain rights to develop the Interchange Parcels and the Six Mile Creek Parcel (the "DRI Development Rights"). The parties have entered into this Allocation of Development Rights to clearly allocate the DRI Development Rights appurtenant to the Six Mile Creek Parcel.

**AGREEMENT**

In consideration of execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Background Facts.** The Background Facts as set forth above are hereby agreed to be true and correct and are incorporated herein by this reference.

2. Allocation. The parties acknowledge that there is hereby allocated to the Six Mile Creek Parcel the right to develop up to 5,327 Residential Units as such term is defined in the Development Order, up to 130,000 square feet of Commercial development as such term is defined in the Development Order, and up to 36 holes of golf course development.

3. Binding. This Allocation of Development Rights shall be binding upon SJH, Dunavant, and SJ and their successors and assigns as the owner of all or any portion of the lands subject to the Development Order.

IN WITNESS WHEREOF, SJH, Dunavant, and SJ have executed this Allocation of Development Rights as of the date first above written.

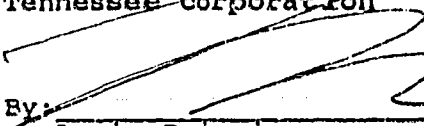
SJH PARTNERSHIP, LTD., a Florida  
limited partnership

By: SJ MEMPHIS, INC., a Florida  
limited partnership

By: ST. JOHNS HARBOUR, LTD., a  
Florida corporation, its  
general partner

By:   
Louis Baloni  
President

DUNAVANT ENTERPRISES, INC., a  
Tennessee corporation

By:   
Louis Baloni  
Executive Vice President

SJ LAND ASSOCIATES, LLC, a Delaware  
limited liability company

By: SJ LAND COMPANY, its  
managing member

By:   
Andrew H. McQuarrie  
Its Vice President

STATE OF Florida }  
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 20th day of July, 1998, by LOUIS BAIONI, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



GLENN E WILFORD  
My Commission CC422872  
Expires Nov. 22, 1999  
Bonded by HAI  
800-422-1558

Glenna E. Wilford  
(Print Name GLENN E. WILFORD)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒ or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

STATE OF Florida }  
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 20th day of July, 1998, by LOUIS BAIONI, the Executive Vice President of DUNAVANT ENTERPRISES, INC., a Tennessee corporation.



GLENN E WILFORD  
My Commission CC422872  
Expires Nov. 22, 1999  
Bonded by HAI  
800-422-1558

Glenna E. Wilford  
(Print Name GLENN E. WILFORD)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒ or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

STATE OF Delaware }  
COUNTY OF New Castle } SS

The foregoing instrument was acknowledged before me this 16th day of July, 1998, by ANDREW H. McQUARRIE, the Vice President of SJ LAND COMPANY, a Delaware corporation, the managing member of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company.

Jody S. Cosner  
(Print Name Jody S. Cosner)  
NOTARY PUBLIC  
State of Delaware at Large  
Commission # 199729400  
My Commission Expires: 11/2/01  
Personally known X or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**  
**["Interchange Parcels"]**



LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South 89°02'10" West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North 00°27'50" West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South 89°32'10" West a distance of 1043.00 feet; Course No. 2 - thence North 00°27'50" West a distance of 17.00 feet; Course No. 3 - thence South 89°32'10" West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South 81°13'23" West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South 89°32'10" West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South 89°32'10" West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South 44°35'20" West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North 27°32'59" West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North 89°18'55" East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South 00°11'37" East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South  $89^{\circ}11'13''$  West along the North line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11 a distance of 1311.89 feet; thence South  $00^{\circ}23'04''$  West along the West line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North  $88^{\circ}27'18''$  East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North  $60^{\circ}28'02''$  East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South  $64^{\circ}50'26''$  East and a chord distance of 612.04 feet to the end of said curve; thence South  $26^{\circ}09'10''$  East a distance of 70.00 feet; thence South  $00^{\circ}27'50''$  East a distance of 70.00 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South  $89^{\circ}32'10''$  West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North  $00^{\circ}27'50''$  West a distance of 96.00 feet; thence North  $89^{\circ}11'12''$  East a distance of 165.01 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road--No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 650.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwesterly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South 60°09'09" West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South 62°26'20" West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established) a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South 58°19'47" West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South 49°21'34" West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South 44°29'54" West a distance of 204.46 feet; Course No. 6 - thence South 45°30'05" East a distance of 17.00 feet; Course No. 7 - thence South 44°29'54" West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South 50°29'50" West a distance of 2475.39 feet; thence North 53°13'38" West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North 14°55'52" East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North 16°14'53" East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North 01°01'14" West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North 88°54'53" East along the line dividing Township 5 South and Township 6 South and the North



line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South 27°32'59" East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South 27°32'59" East, along said Southwesterly right-of-way line, to its intersection with the Northwestern right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width), a distance of 701.62 feet; thence South 60°09'09" West along said Northwestern right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwestern right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwestern right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwestern right-of-way line a distance of 176.42 feet; thence North 45°30'06" West leaving said Northwestern right-of-way line, a distance of 143.00 feet; thence North 44°29'54" East a distance of 362.79 feet; thence North 41°20'46" East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwesternly having a radius of 336.00 feet and a central angle of 35°44'59"; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said Northwesternly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 523.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

**EXHIBIT B**  
**["Six Mile Creek Parcel"]**

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 17 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 33 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 58 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 38 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

SJH38(1-4)



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## ADDENDUM TO ROAD IMPACT FEE CREDIT AGREEMENT

THIS ADDENDUM to the Saint Johns Road Impact Fee Credit Agreement (this "Addendum") is made and entered into this 4<sup>th</sup> day of December, 2003, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), and IT LAND ASSOCIATES, LLC, the successor in interest to SJH PARTNERSHIP, LTD, as the owner and developer of the Interchange Parcel of Saint Johns ("IT") and SJ LAND ASSOCIATES, LLC the successor in interest to Dunavant Enterprises, Inc. as the owner and developer of the Six Mile Creek Parcel of Saint Johns, ("SJ") (collectively IT and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in the Road Impact Fee Credit Agreement, dated November 18, 1997 and recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida, (the "Original Impact Fee Agreement") as amended by the Addendum to Road Impact Fee Credit Agreement, dated March 3, 1999 and the Addendum to Road Impact Fee Agreement, dated March 4, 1999 and the Addendum to Road Impact Fee Agreement, dated January 3, 2000, and the Addendum to Road Impact Fee Agreement, dated January 15, 2001 (Collectively, the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Supplemental Agreement. This Addendum supplements the Agreement. All terms used in this Addendum shall have the same meaning as is given to them in the Agreement. This Addendum is intended to be consistent with the terms of the Agreement and shall be so interpreted.

2. Road Impact Fees. The St. Johns County Road Impact Fee Ordinance 87-57 ("Ordinance"), as amended, requires any person who seeks to develop land within the unincorporated portions of St. Johns County to pay a road impact fee in accordance with the fee schedule established in the Ordinance. The Agreement entitles the Developer to credits which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI, for contributions of money or when road infrastructure improvements are conveyed or dedicated to the County. Section 6(f) of the Original Agreement provides that the Agreement may only be amended or modified by written agreement duly executed by the parties. Thus, the Agreement requires the County and the Developer to enter into an addendum each time there is a contribution of money or when road infrastructure improvements are conveyed or dedicated to the County. The Addendum sets forth the amount of additional credits available for road impact fees attributable to certain funds expended by the Developer on improvements to the road infrastructure. This Addendum establishes the amount of the road impact fee credits attributable to funds contributed on the date of this Addendum.

Public Records of  
St. Johns County, FL  
Clerk# 03-092407  
O.R. 2107 PG 1420  
03:38PM 12/17/2003  
REC \$21.00 SUR \$3.00

BCC Secty  
Shirley P. Degraide

3. Developer Contribution. The Developer has caused the planning, designing, surveying, installation, and conveyance to the County of the traffic signal (Collectively, the "Traffic Light Installation") at the intersection of International Golf Parkway and State Road 16 to occur. The Developer has incurred the following costs as a result of the Traffic Light Installation:

- |     |                                      |             |
|-----|--------------------------------------|-------------|
| (a) | Engineering Fees:                    | \$24,665.00 |
| (b) | Survey Fees:                         | \$ 1,790.00 |
| (c) | Installation Costs:                  | \$65,267.00 |
| (d) | Florida Power and<br>Lighting Costs: | \$22,409.00 |

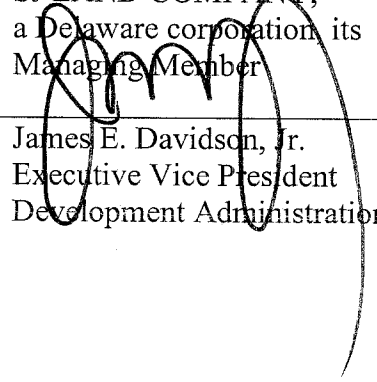
The total cost to the Developer for the Traffic Light Installation was \$114,121.00. Accordingly, the road impact fee credit account in the name of the Developer is hereby increased by the amount of \$114,121.00.

4. Use of Road Impact Fee Credits. The road impact fee credit account referenced in Section 3 above, may be used by the Developer or the Developer's assignees for payment of road impact fees (from the fee credit account) for development within the Saint Johns DRI.

**IT LAND ASSOCIATES, LLC**  
a Florida limited liability company

By: SJ Land Associates, LLC,  
a Delaware limited liability  
company, its Sole Member

By: SJ LAND COMPANY,  
a Delaware corporation, its  
Managing Member

By:   
James E. Davidson, Jr.  
Executive Vice President  
Development Administration

STATE OF Florida  
 } SS  
 COUNTY OF St. John

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2003 by James E. Davidson, Jr., Executive Vice President of Development Administration for SJ Land Company, a Delaware corporation, the Managing Member of SJ Land Associates, LLC, a Delaware limited liability company, the sole Member of IT Land Associates, LLC, a Florida limited liability company, for the company.



Anita M. Hampton  
 (Print Name Anita M. Hampton)

NOTARY PUBLIC

State of FLORIDA at Large  
 Commission # \_\_\_\_\_

My Commission Expires:

Personally known ✓

or Produced I.D. \_\_\_\_\_

[check one of the above]

\_\_\_\_\_  
 Type of Identification Produced



## ST. JOHNS COUNTY

By: *Ben W. Adams*  
 Ben W. Adams  
 County Administrator

ATTEST: Cheryl Strickland,  
 Clerk

By: *Yvonne King*  
 Print: Yvonne King  
 Deputy Clerk

STATE OF FLORIDA        }  
                                       }SS  
 COUNTY OF ST. JOHNS    }

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2003, by **BEN W. ADAMS**, the County Administrator of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of St. Johns County, Florida.

*Patricia De Grande*  
 (Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known ☒

or Produced I.D. \_\_\_\_\_

[check one of the above]

Type of Identification Produced \_\_\_\_\_



②  
2543

Public Records of  
St. Johns County, FL  
Clerk# 01-004616  
O.R. 1563 PG 800  
04:33PM 02/01/2001  
REC \$9.00 SUR \$1.50

## **ADDENDUM TO ROAD IMPACT FEE CREDIT AGREEMENT**

THIS ADDENDUM to the Saint Johns Road Impact Fee Credit Agreement (this "Addendum") is made and entered into this 15<sup>th</sup> day of January, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), and IT LAND ASSOCIATES, LLC, the successor in interest to SJH PARTNERSHIP, LTD, as the owner and developer of the Interchange Parcel of Saint Johns ("IT") and SJ LAND ASSOCIATES, LLC the successor in interest to Dunavant Enterprises, Inc. as the owner and developer of the Six Mile Creek Parcel of Saint Johns, ("SJ") (collectively IT and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in the Road Impact Fee Credit Agreement recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Supplemental Agreement.** This Addendum supplements the Agreement and is entered into pursuant to Section 6 of the Agreement. All terms used in this Addendum shall have the same meaning as is given to them in the Agreement. This Addendum is intended to be consistent with the terms of the Agreement and shall be so interpreted.

2. **Road Impact Fees.** The St. Johns County Road Impact Fee Ordinance 87-57 ("Ordinance"), as amended, requires any person who seeks to develop land within the unincorporated portions of St. Johns County to pay a road impact fee in accordance with the fee schedule established in the Ordinance. The Agreement entitles the Developer to credits which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI, for contributions of money or when road infrastructure improvements are conveyed or dedicated to the County. Section 6 of the Agreement requires the County and the Developer to enter into an addendum each time there is a contribution of money or when road infrastructure improvements are conveyed or dedicated to the County. The Addendum is to set forth the amount of credits available for road impact fees attributable to certain funds contributed to the County. This Addendum establishes the amount of the road impact fee credits attributable to funds contributed on the date of this Addendum.

3. **Developer Contribution.** The Developer has, this day, contributed to the County and the County has accepted from the Developer an additional \$243,400.00 as the fourth and final installment of the contribution due under Subparagraph (t) of Specific Condition FF of the Amended and Restated Saint Johns DRI Development Order (the "Saint Johns DRI/DO"). The contribution of \$243,400.00 is to be placed in an account by the County and to be used by the County for right-of-way acquisition, design or construction of certain transportation improvements as described in Subparagraph (t) of Specific Condition FF of the Saint Johns DRI/DO. Accordingly, the road impact fee credit account in the name of the developer is hereby increased by the amount of \$243,400.00.

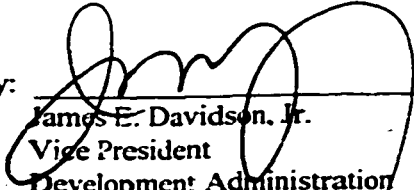
Let to P. Degraide  
BCC Secy

4. Use of Road Impact Fee Credits. The road impact fee credit account referenced in Section 3 above, may be used by the Developer or the Developer's assignees for payment of road impact fees (from the fee credit account) for development within the Saint Johns DRI.

**IT LAND ASSOCIATES, LLC**  
a Florida limited liability company

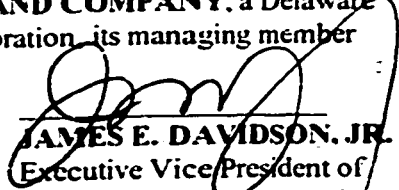
By: **SJ Land Associates, LLC.**  
A Delaware limited liability  
company, its Sole Member

By: **SJ LAND COMPANY,**  
a Delaware corporation, its  
Managing Member

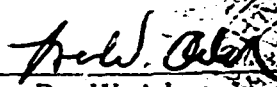
By:   
**James E. Davidson, Jr.**  
Vice President  
Development Administration

**SJ LAND ASSOCIATES, LLC, a**  
Delaware limited liability  
company

By: **SJ LAND COMPANY, a Delaware**  
Corporation, its managing member

By:   
**JAMES E. DAVIDSON, JR.**  
Executive Vice President of  
Development Administration

**ST. JOHNS COUNTY, FLORIDA**

By:   
**Ben W. Adams**  
County Administrator



ADDENDUM TO ROAD IMPACT FEE CREDIT AGREEMENT

THIS ADDENDUM to the Saint Johns Road Impact Fee Credit Agreement (this "Addendum") is made and entered into this 4th day of March, 1999, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), SJH PARTNERSHIP, LTD. ("SJH") and SJ LAND ASSOCIATES, LLC the successor in interest to Dunavant Enterprises, Inc. as the owner and developer of the Six Mile Creek Parcel of Saint Johns ("SJ"), (collectively SJH and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in the Road Impact Fee Credit Agreement recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Supplemental Agreement. This Addendum supplements the Agreement and is entered into pursuant to Section 6 of the Agreement. All terms used in this Addendum shall have the same meaning as is given to them in the Agreement. This Addendum is intended to be consistent with the terms of the Agreement and shall be so interpreted.

2. Road Impact Fees. The St. Johns County Road Impact Fee Ordinance 87-57 ("Ordinance"), as amended, requires any person who seeks to develop land within the unincorporated portions of St. Johns County to pay a road impact fee in accordance with the fee schedule established in the Ordinance. The Agreement entitles the Developer to credits which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI, for contributions of money or when road infrastructure improvements are conveyed or dedicated to the County. Section 6 of the Agreement requires the County and the Developer to enter into an addendum each time there is a contribution of money or when road infrastructure improvements are conveyed or dedicated to the County. The Addendum is to set forth the amount of credits available for road impact fees attributable to certain funds contributed to the County. This Addendum establishes the amount of the road impact fee credits.

3. Developer Contribution. The Developer has, this day, contributed to the County and the County has accepted from the Developer an additional \$243,400.00 as the second installment of the contribution due under Subparagraph (t) of Specific Condition FF of the Amended and Restated Saint Johns DRI Development Order (the "Saint Johns DRI/DO"). The contribution of \$243,400.00, is to be placed in an account by the County and to be used by the County for right-of-way acquisition, design or construction of certain transportation improvements as described in Subparagraph (t) of



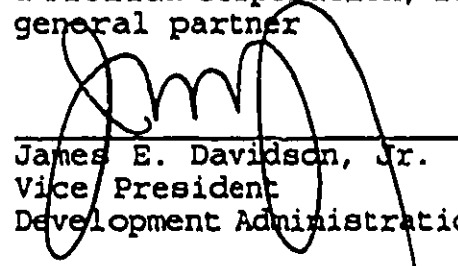
Specific Condition FF of the Saint Johns DRI/DO. Accordingly, the road impact fee credit account in the name of the developer is hereby increased by the amount of \$243,400.00.

4. Use of Road Impact Fee Credits. The road impact fee credit account referenced in Section 3 above, may be used by the Developer or the Developer's assignees for payment of road impact fees (from the fee credit account) for development within the Saint Johns DRI.

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ Memphis, Ltd., a Florida  
limited partnership, its  
general partner

By: St. Johns Harbour, Inc.,  
a Florida corporation, its  
general partner


By:   
James E. Davidson, Jr.  
Vice President  
Development Administration

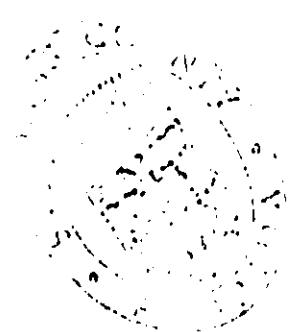
SJ LAND ASSOCIATES, LLC, a  
Delaware limited liability  
company

By: SJ LAND COMPANY, its  
managing member

By:   
Andrew H. McQuarrie  
Its Vice President

ST. JOHNS COUNTY, FLORIDA

By:   
Ben Adams  
County Administrator



**ADDENDUM TO ROAD IMPACT FEE CREDIT AGREEMENT**

THIS ADDENDUM to the Saint Johns Road Impact Fee Credit Agreement (this "Addendum") is made and entered into this 3rd day of March, 1999 by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("County"), SJH PARTNERSHIP, LTD. ("SJH") and SJ LAND ASSOCIATES, LLC the successor in interest to Dunavant Enterprises, Inc. as the owner and developer of the Six Mile Creek Parcel of Saint Johns ("SJ"), (collectively SJH and SJ are referred to below as "Developer").

In consideration of the mutual covenants and undertakings of the parties described in the Road Impact Fee Credit Agreement recorded at Official Records Book 1278, page 1596, of the Official Public Records of St. Johns County, Florida (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Supplemental Agreement. This Addendum supplements the Agreement and is entered into pursuant to Section 6 of the Agreement. All terms used in this Addendum shall have the same meaning to be consistent with the terms of the Agreement and shall be so interpreted.

2. Road Impact Fees. The St. Johns County Road Impact Fee Ordinance 87-57 ("Ordinance"), as amended, requires any person who seeks to develop land within the unincorporated portions of St. Johns County to pay a road impact fee in accordance with the fee schedule established in the Ordinance. The Agreement grants credits to the Developer which may be used by the Developer or the Developer's assignees to pay road impact fees for development within the Saint Johns DRI, when qualified road infrastructure improvements are conveyed or dedicated to the County. Section 6 of the Agreement requires the County and Developer to enter into an addendum each time such qualified road infrastructure improvements are conveyed or dedicated to the County. The Addendum is to set forth the amount of credits available for road impact fees attributable to certain roadway improvements to International Golf Parkway and for funds contributed to the County. This Addendum establishes the amount of road impact fee credits.

3. Developer Contribution. The Developer has, this day, contributed to the County and the County has accepted from the Developer \$243,400.00 as the first installment of the contribution due under Subparagraph (t) of Specific Condition FF of the Amended and Restated Saint Johns DRI Development Order (the "Saint Johns DRI/DO"). Under the Saint Johns DRI/DO, the County may use up to \$100,000.00 of the contribution for certain planning activities that would not be eligible for funding through road impact fees. Accordingly, no road impact fee credits may be allowed for the first \$100,000.00 of the developer contribution. The balance of the

contribution, \$143,400.00, is to be placed in an account by the County and to be used by the County for right-of-way acquisition, design or construction of certain transportation improvements as described in Subparagraph (t) of Specific Condition FF of the Saint Johns DRI/DO. Accordingly, the road impact fee credit account in the name of the developer is hereby increased by the amount of \$143,400.00.

4. New Account Balance. As of February 9, 1999 the Developer's Road Impact Fee Credit Account under the Agreement contained a balance of \$247,149.64. The additions to the Developer's Impact Fee Credit Account balance approved under Paragraph 2 and 3 above bring the Developer's new account balance as of this 9th Day of February 1999 to \$390,549.64.

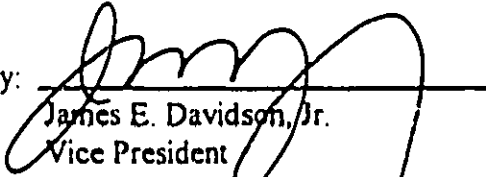
5. Use of Road Impact Fee Credits. The road impact fee credit account described in Section 4. above, may be used by the Developer or the Developer's assignees for payment for road impact fees (from the fee credit account) for development within the Saint Johns DRI.

6. In accordance with Section 13b of the Road Impact Fee Ordinance, this Agreement is hereby amended to permit the St. Johns County Administrator to approve impact fee credits for cash payments to the county under this Agreement without further approval of the Board of County Commissioners; providing that such credits are granted in accordance with applicable Federal and State law and County Ordinances. However, the applicant may appeal a denial of impact fee credits under the authority to the Board of County Commissioners by filing a written request for such appeal with the County Administrator within thirty (30) days of the County Administrator's denial.

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

By: SJ Memphis, Ltd., a Florida  
limited partnership, its  
general partner

By: St. Johns Harbour, Inc.  
a Florida corporation, its  
general partner

By:   
James E. Davidson, Jr.  
Vice President  
Development Administration

0R1391P60592

**SJ LAND ASSOCIATES, LLC, a**  
Delaware limited liability company

By: **SJ LAND COMPANY, its**  
managing member

By: *Andrew H. McQuarrie*  
Andrew H. McQuarrie  
Its Vice President

**ST. JOHNS COUNTY, FLORIDA**

By: *Ben Adams*  
Ben Adams  
County Administrator

## IMPACT FEE CREDIT AGREEMENT

### Road Impact Fees

THIS AGREEMENT is made this 18 day of November, 1997, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **DUNAVANT ENTERPRISES, INC.**

### RECITALS:

A. SJH Partnership, Ltd. and Dunavant Enterprises, Inc. are the Developers of certain lands contained within a Development of Regional Impact ("DRI") commonly referred to as Saint Johns ("Saint Johns") and more fully described in that certain St. Johns County Resolution No. 86-85, and as amended by Resolution Nos. 91-130 and 91-183 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-57 ("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 ("Feepayer"), to pay a road impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.

C. Pursuant to the Development Order, SJH Partnership, Ltd. and Dunavant Enterprises, Inc. have made improvements to International Golf Parkway as described on Exhibit "C-1" and "C-2", which are improvements recognized by the Development Order as acquisition or construction meeting the requirements for credit, as shown in Exhibit B of this Agreement.

D. Pursuant to the terms of the Road Impact Fee Ordinance and in accordance with the Development Order, the County and SJH Partnership, Ltd. and Dunavant Enterprises, Inc., desire to set forth their agreements and a procedure for the application and treatment of such Road Impact Fee Credits.

16716770.2

Rec-37.00  
Sur 5.00 Inlet - I Pacetti  
- Bill Co - BCC Secty

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

1. The total Road Impact Fee Credit will be calculated as the sum shown on Exhibit "C" in the amount of \$1,078,880.
2. From and after the date hereof, all FeePAYERS applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Road Impact Fee Ordinance directly to SJH Partnership, Ltd. SJH Partnership, Ltd. shall then issue to such FeePayer a voucher evidencing full payment of Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by SJH Partnership, Ltd. shall contain a statement setting forth the amount of Road Impact Fee paid. Upon presentation of such voucher by the FeePayer, the County shall issue a receipt to the FeePayer.
3. In the event that SJH Partnership, Ltd. may determine to sell all or part of Saint Johns, SJH Partnership, Ltd. may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Saint Johns for such consideration as SJH Partnership, Ltd., in its sole discretion, determines. In such event, SJH Partnership, Ltd. shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credit, a written confirmation of the amount of the Road Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Road Impact Fee Credit vested in SJH Partnership, Ltd.
4. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, SJH Partnership, Ltd. shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Road Impact Fee payments made by the FeePAYERS and the remaining balance of Road Impact Fee Credits.
5. At such time as the Road Impact Fee Credit provided for hereunder has been exhausted, SJH Partnership, Ltd. or the FeePAYERS seeking building permits or certificates of occupancy within Saint Johns shall pay to the County the Road Impact Fees in such amounts as are then due and payable under the Road Impact Fee Ordinance in effect at that time.
6. Miscellaneous Provisions.
  - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and,

accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

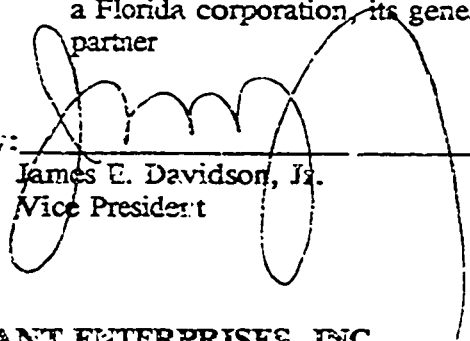
- b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
- d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.
- f. The Agreement, any Exhibits and/or addendum made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
- h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

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

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida  
limited partnership, its general partner

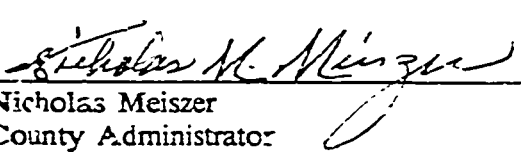
By: **ST. JOHNS HARBOUR, INC.,**  
a Florida corporation, its general  
partner

By:   
James E. Davidson, Jr.  
Vice President

**DUNAVANT ENTERPRISES, INC.,**  
a Tennessee corporation

By: \_\_\_\_\_  
Louis Baioni  
Executive Vice President

**ST. JOHNS COUNTY, FLORIDA**

By:   
Nicholas Meiszer  
County Administrator

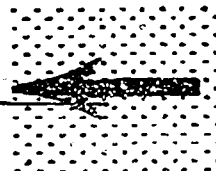


O.R. 1278 PG 1600

DUNAVANT ENTERPRISES, INC.,  
a Tennessee corporation

By: 

Louis Baioni  
Executive Vice President



COPIED  
HERE



# BESSENT, HAMMACK & RUCKMAN, INC.

1909 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • (904) 721-2901 • FAX: (904) 725-0171

## Exhibit B ATTACHMENT B TO RESOLUTION 97-

April 25, 1997

Ms. Rosemary Yeoman  
Planning Department  
St. Johns County  
P. O. Drawer 349  
St. Augustine, Florida 32095-0349

PLANNING & ZONING  
DEPARTMENT

APR 28 1997

ST. JOHNS COUNTY  
FLORIDA

Subject: Impact Fee Credit for Phase 1 of  
International Golf Parkway Improvements  
BHR Project 95055.04

O.R. 1278 PG 1601

Dear Ms. Yeoman:

The roadway improvements for International Golf Parkway Phase 1 are not within right-of-way to be dedicated to the Florida Department of Transportation (FDOT) and are therefore eligible for credits pursuant to Resolution 86-65 and 91-130, 91-183, The Saint Johns Development Order, as amended.

Please let me know if you require any additional information.

Very truly yours,

BESSENT, HAMMACK & RUCKMAN, INC.

Gene L. Howerton, P.E.  
Vice President

GLH/atg

Attachment

cc. J. Davidson  
J. Metcalf

S:\STJOHNS\ROADWAYS\SGP2\_LTR.WPD

SEP 19-97 FRI 03:21 PM

BESSENT HAMMACK &amp; RUCKMAN

FAX NO. 9047250171

P. 02/02

## EXHIBIT C-1

**BHR**

Bessent, Hammack &amp; Ruckman, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SAINT JOHNS

O.R. 1278 PG 1602


## INTERNATIONAL GOLF PARKWAY

IMPACT CREDIT SUMMARY

Lump Sum Bid - Prince Contracting Co., Inc.	\$	880,817
Add:		
Alternate 1 for extension of sidewalk east of WGV Blvd. (See Bid Proposal)		30,500
Less:		
Work items related to Royal Pines Parkway		<u>117,257</u>
SUBTOTAL *	\$	794,060
Add:		
Engineering & Permitting		177,500
Phase II - Drainage - International Golf Pkwy.		88,750
Conflict Structure S-17		11,709
Drainage Pipe Extensions - East of WGV Blvd.		5,349
Drainage Pipe Extensions - West of WGV Blvd.		<u>1,512</u>
TOTAL *	\$	<u>1,078,580</u>

\* Note: This amount represents work completed as of 9/15/97 and excludes grassing, landscaping and traffic light. The additional work will be completed by November 1, 1997 and be subject to additional impact fee credits.

Engineer's Certification:


  
 Gene L. Hewerton, P.E.



## BESSENT, HAMMACK &amp; RUCKMAN, INC.

1900 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • (904) 721-2992 • FAX: (904) 725-0171

November 8, 1996

O.R. 1278 PG 1603

Mr Jim Davidson  
 Davidson Development, Inc.  
 2395 International Golf Parkway  
 St. Augustine, Florida 32095-8427

Re: International Golf Parkway Fees - St. Johns County  
 BHR Project No. 95055

Dear Jim:

I have listed below the fees for surveying, engineering design, construction inspection and permitting for International Golf Parkway:

Engineering Fee Summary

Surveying	\$ 6,000.00
Roadway Design	101,500.00
Bid Preparation	2,970.00
Construction Inspection	59,500.00
Shop Drawings	1,080.00
Certifications	2,520.00
Permit Preparation	2,520.00

Permitting Fees

Vesting/Variance	\$ 100.00
Construction Plan Review	610.00
SJRWMD	700.00

Total Fees	\$ 177,500.00
------------	---------------

If you have any questions or need additional information, please contact our office.

Sincerely,

BESSENT, HAMMACK &amp; RUCKMAN, INC.

Gene Howerton

RECEIVED  
 NOV 13 1996  
 ASD

S:\STJOHNS\FEES2.WFD

## International Golf Parkway (Phase 2)

For

O.R. 1278 PG 1604

## Saint Johns Partnership

Preliminary Drainage Structure Estimate

Change Order to Phase 1 Construction

Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
15" RCP (6'-8')	8	LF	\$35.00	\$280.00
18" RCP (6'-8')	518	LF	\$35.00	\$18,130.00
24" RCP (6'-8')	40	LF	\$40.00	\$1,600.00
24" RCP (8'-10')	189	LF	\$47.00	\$8,863.00
42" RCP (8'-10')	256	LF	\$80.00	\$20,480.00
42" RCP (10'-12')	287	LF	\$86.50	\$24,825.50
26"x 45" RCP (8'-10')	8	LF	\$91.50	\$732.00
Type P Inlet	2	EA	\$2,400.00	\$4,800.00
Type P Inlet	1	EA	\$2,300.00	\$2,300.00
Type J Manhole	2	EA	\$2,900.00	\$5,800.00
Type J Curb Inlet	1	EA	\$3,000.00	\$3,000.00
Type P-7 Manhole	1	EA	\$2,100.00	\$2,100.00

Total Lump Sum Cost \$92,930.50

7050

## IMPACT FEE CREDIT AGREEMENT

### Park Impact Fees

**THIS AGREEMENT** is made this 18 day of November, 1997, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **DUNAVANT ENTERPRISES, INC.**

### RECITALS:

A. SJH Partnership, Ltd. and Dunavant Enterprises, Inc. are the Developers of certain lands contained within a Development of Regional Impact ("DRI") commonly referred to as Saint Johns ("Saint Johns") and more fully described in that certain St. Johns County Resolution Nos. 91-120; 91-183; 94-211; 95-06; 96-102; and 96-233 ("Development Order").

B. Pursuant to the St. Johns County Ordinance No. 87-58 ("Park 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 ("Feepayer"), to pay a park impact fee ("Park Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide recreational (parks) within St. Johns County.

C. Pursuant to the Development Order, SJH Partnership, Ltd. and Dunavant Enterprises, Inc. have conveyed by Special Warranty Deed from Dunavant Enterprises, Inc. to St. Johns County, approximately 454 Acre Turnbull Creek Parcel (Warranty Deed in OR 1181, page 970, Exhibit B attached hereto). Resolution No. 96-111 of the Board of County Commissioners describes acceptance of said lands and is attached hereto as Exhibit A.

D. Pursuant to the terms of the Park Impact Fee Ordinance and in accordance with the Development Order, the County and SJH Partnership, Ltd. and Dunavant Enterprises, Inc.,

16716771.1 (SIC)

Wet - BCC Secty  
Rec 4900 I. Pacetti  
Sur 650  
- Bill Co -

desire to set forth their agreements and a procedure for the application and treatment of such Park Impact Fee Credits.

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

1. The total Park Impact Fee Credit will be calculated as the sum of \$576,000 which is the fair market value as determined and accepted by the Board of County Commissioners upon the adoption of Resolution 96-111, attached hereto.
2. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Park Impact Fee Ordinance directly to SJH Partnership, Ltd. SJH Partnership, Ltd. shall then issue to such Feepayer a voucher evidencing full payment of Park Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by SJH Partnership, Ltd. shall contain a statement setting forth the amount of Park Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
3. In the event that SJH Partnership, Ltd. may determine to sell all or part of Saint Johns, SJH Partnership, Ltd. may sell, transfer, assign, or convey all or part of the Park Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Saint Johns for such consideration as SJH Partnership, Ltd., in its sole discretion, determines not in excess of \$576,000. In such event, SJH Partnership, Ltd. shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Park Impact Fee Credit, a written confirmation of the amount of the Park Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Park Impact Fee Credit vested in SJH Partnership, Ltd.
4. On or before January 31 of each year, so long as there remains any Park Impact Fee Credit, SJH Partnership, Ltd. shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Park Impact Fee payments made by the Feepayers and the remaining balance of Park Impact Fee Credits.
5. At such time as the Park Impact Fee Credit provided for hereunder has been exhausted, SJH Partnership, Ltd. or the Feepayers seeking building permits or certificates of occupancy within Saint Johns shall pay to the County the Park Impact Fees in such amounts as are then due and payable under the Park Impact Fee Ordinance in effect.

## 6. Miscellaneous Provisions.

- a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
- d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.
- f. The Agreement, any Exhibits and/or addendum made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
- h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

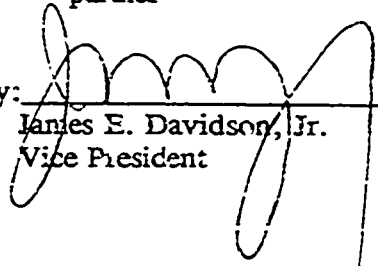


IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

**SJH PARTNERSHIP, LTD.,**  
a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida  
limited partnership, its general partner

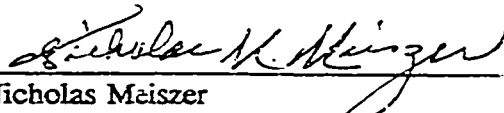
By: **ST. JOHNS HARBOUR, INC.,**  
a Florida corporation, its general  
partner

By:   
James E. Davidson, Jr.  
Vice President

**BUNAVANT ENTERPRISES, INC.,**  
a Tennessee corporation

By: \_\_\_\_\_  
Louis Baioni  
Executive Vice President

**ST. JOHNS COUNTY, FLORIDA**

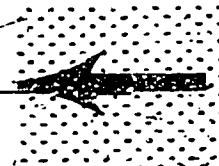
By:   
Nicholas Meiszer  
County Administrator

O.R. 1278 PG 1588

DUNAVANT ENTERPRISES, INC.,  
a Tennessee corporation

By:

Louis Baloni  
Executive Vice President



SIGN  
HERE

RESOLUTION NO. 96-111

EXHIBIT

A

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING A SPECIAL WARRANTY DEED CONVEYING THE TURNBULL CREEK PARCEL TO ST. JOHNS COUNTY PURSUANT TO THE ST. JOHNS DRI DEVELOPMENT ORDER.

WHEREAS, to accommodate recreational needs of the future residents of the St. Johns Project as well as the recreational needs of surrounding residents, a specific condition of the St. Johns Development Order approved by St. Johns County Resolution No. 91-130, designated a portion of the Turnbull Creek Parcel specifically for use as a community park; and

WHEREAS, the Developer has granted a conservation easement to the St. Johns River Water Management District over the wetland portion of the parcel as also required by the Development Order; and

WHEREAS, the conservation easement encompasses approximately 382 acres of the Turnbull Creek Parcel and the remaining approximately 72 acres of the Turnbull Creek Parcel is an upland site at the southern extreme of the property which is available for use as a community park by St. Johns County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The County accepts the Warranty Deed attached hereto as Exhibit "A", incorporated by reference and made a part hereof, subject to the previously recorded Conservation Easement.

Section 2. The clerk is instructed to record the Warranty Deed in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25 day of June, 1996.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan  
Its Chair, Donald Jordan

ATTEST: CARL "BUD" MARKEL, CLERK

By: James Carletti  
Deputy Clerk

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE  
PAPPAS METCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

O.R. 1278 PG 1590

EXHIBIT

B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made effective the 25<sup>th</sup> day of June, 1996, by and between DUNAVANT ENTERPRISES, INC., a Tennessee corporation, having an address of 3997 New Catwell Road, Memphis, Tennessee 38118, a Florida limited partnership (the "Grantor") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is % Clerk of Courts, Post Office Drawer 349, St. Augustine, Florida 32085 (the "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns, forever, the real property located in St. Johns County, Florida, more particularly described in Exhibit "A" (the "Property"). The Property is subject to that certain Deed of Conservation Easement recorded in Official Records Book 1166, page 503 of the public records of St. Johns County, Florida (the "Conservation Easement"). Grantor hereby grants to Grantee all reserved rights of Grantor under the Conservation Easement.

In consideration of the conveyance evidenced by this Special Warranty Deed, Grantor hereby establishes, declares and prescribes that the Property shall be owned, held, transferred and conveyed subject to covenants, conditions, restrictions and reservations as set forth in this paragraph. The Property shall be used by Grantee for public recreational purposes and other public uses which will not intervene with said recreational purposes in accordance with the provisions of the Saint Johns DRI Development Order approved by Resolution No. 91-130 of the St. Johns County Board of County Commissioners (the "Board") as amended by the Board in Resolution No. 91-183, Resolution No. 94-211 and Resolution No. 95-06. The covenants, conditions, restrictions and reservations set forth in this paragraph shall apply to the Property in perpetuity, unless mutually released by Grantor and Grantee.

This Deed is subject to all matters set forth on Exhibit "B" attached hereto and made a part of this Deed.

9252.2  
06/04/96

Dea & Ket - V. Carter  
ec-1700 BCC Secty  
mr-300

AND, Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but against none other, except for those claims arising under one or more of the exceptions listed on Exhibit "B".

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

WITNESSES:

DUNAVANT ENTERPRISES, INC.,  
a Tennessee corporation

Debra Fentress  
Name printed: Debra Fentress

Michael Fentress  
Name printed: Michael Fentress

Louis Baioni  
By: Louis Baioni, Executive  
Vice President

(CORPORATE SEAL)

STATE OF Tennessee )  
COUNTY OF Shelby ) ss

The foregoing instrument was acknowledged before me this 10th day of June, 1996, by Louis Baioni, Executive Vice President of Dunavant Enterprises, Inc., a Tennessee corporation, on behalf of the corporation.

Carolyn L. Carr  
(Print Name CAROLYN L. CARR)  
NOTARY PUBLIC  
State of Tennessee at Large  
Commission #                       
My Commission Expires                       
Personally Known                       
or Produced I.D.                       
[check one of the above]  
Type of Identification Produced                     



EXHIBIT "A"

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAFF ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE WESTERLY LINE OF SAID GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; . THENCE NORTH 19°05'30" EAST ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°05'30" EAST CONTINUING ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 71°48'11" WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE ANDRES PACETTI GRANT, SECTION 37, A DISTANCE OF 776.07 FEET TO A SET 1/2 INCH REBAR; THENCE NORTH 88°23'17" EAST ALONG SAID SOUTH LINE OF SECTION 37, A DISTANCE OF 1631.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°58'56" WEST ALONG THE EASTERLY LINE OF SAID SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET 1/2 INCH REBAR; THENCE SOUTH 72°25'05" EAST ALONG THE NORTHEASTERLY LINE OF SAID GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 18°51'53" WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 72°14'54" WEST A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 19°07'16" WEST ALONG A LINE TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 72°08'34" EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1944.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 76°29'14" WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAFF ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 454.55 ACRES MORE OR LESS.

EXHIBIT "B"

Permitted Exceptions

1. Deed of Conservation Easement between Dunavant Enterprises, Inc. and the St. Johns River Water Management District recorded in Official Records Book 1166, page 503, of the public records of St. Johns County, Florida.

2. Taxes for the year 1996 and subsequent years.

3. Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Notice of DRI/Development Order Modification recorded in Official Records Book 1091, page 1119, both of the public records of St. Johns County, Florida.

4. Access to the Property is by private road as evidenced by Official Records Book 845, page 1092, public records of St. Johns County, Florida.

PAPPAS METCALF & JENKS

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

200 WEST FORSYTH STREET - SUITE 1400

JACKSONVILLE, FLORIDA 32202-4327

GARY B. DAVENPORT  
THOMAS M. JENKS  
ROBERT A. LEAPLEY, JR.  
JOHN Q. METCALF  
FRANK E. MILLER  
M. LYNN PAPPAS  
SHARON R. PARKS  
MARK A. REINSCH

TELEPHONE  
(904) 353-1900  
TELECOPY  
(904) 353-5217

O.R. 1278 PG 1594

June 24, 1996

VIA HAND DELIVERY

Ms. Mary Ann Blount  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Dear Mary Ann:

Re: Dunavant Enterprises, Inc./Conveyance of Turnbull Creek  
parcel

In accordance with our conversation this afternoon and our prior correspondence, I have enclosed the original Special Warranty Deed from Dunavant Enterprises, Inc. to St. Johns County conveying the approximately 454 acre Turnbull Creek parcel. This parcel is being conveyed in accordance with the terms of the Saint Johns Development of Regional Impact which, as you know, contemplates impact fee credits. Based on our conversation with Andy Campbell last week, we understand that the amount of impact fee credit allowed for this conveyance will be at least \$576,000.00. That is the value you have placed on the 72 acres of uplands outside the conservation easement. The balance of the property is within a conservation easement that will allow its use for passive recreation and will allow construction of an access road in the approximate location of the existing silvicultural road. Andy Campbell agreed to follow-up later on the value that would be attributed to the land within the conservation easement.

Also, this deed is delivered with the understanding that the County will accept conveyance of the Scaff Road parcel, which provides access to the Turnbull Creek parcel, as soon as the matter can be placed on a Board agenda.



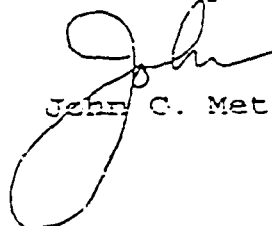
Ms. Mary Ann Blount  
June 24, 1996  
Page 2

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O.R.1278 PG 1595

If you have any questions concerning this matter, please call.

Sincerely,



John C. Metcalf

JGM/cjb

Enclosure

c: Louis Raioni  
James E. Davidson

9

37

Prepared by and Return to:

M. Lynn Pappas, Esquire  
Pappas Metcalf & Jenks, P.A.  
200 West Forsyth St., Suite 1400  
Jacksonville, FL 32202

23) fee 93.00  
Sur - 12.00

# MEMORANDUM OF DECLARATION OF VOLUNTARY PAYMENT OBLIGATIONS

THIS MEMORANDUM OF DECLARATION OF VOLUNTARY PAYMENT OBLIGATIONS is made effective this 24<sup>th</sup> day of July, 1996 by and between SJH PARTNERSHIP, LTD., a Florida limited partnership ("SJH"), DUNAVANT ENTERPRISES, INC., a Tennessee corporation, SCRATCH GOLF COMPANY, a South Carolina general partnership ("Scratch") and ST. JOHNS COUNTY, FLORIDA (the "County").

## RECITALS

A. SJH, the County and other parties have entered into a Declaration of Voluntary Payment Obligations (St. Johns County Taxable Convention Center Revenue Bonds, Series 1996) dated July 24, 1996 and recorded in Official Records Book 1185, page 1854 of the public records of St. Johns County, Florida (the "Declaration"). All terms not defined herein shall have the meaning set forth in the Declaration; and

B. The Declaration creates a Lien Right upon lands constituting a portion of the Saint Johns Development of Regional Impact, as established by Resolution 91-130 and modified by subsequent resolution through the date hereof (the "Saint Johns DRI"); and

C. Pursuant to the terms of the Declaration, any lands located within the Saint Johns DRI as more particularly described on Exhibit A attached hereto and made a part hereof (the "Saint Johns Property") may become subject to the obligation for payment of Occupancy Fees and a Lien Right to secure such payment as such terms are defined in the Declaration; and

D. As provided in Section 2.1.4 of the Declaration, SJH, Dunavant, Scratch and the County desire to enter into this Memorandum of Declaration of Voluntary Payment Obligations to be recorded in the public records of St. Johns County, Florida in

order that third parties dealing with the Saint Johns Property may have notice of the terms and provisions of the Declaration.

**NOW THEREFORE**, in consideration of the covenants and agreements set forth in the Declaration, SJH, Dunavant and the County hereby give notice of the terms and conditions of the Declaration as follows:

1. Pursuant to Section 2.1.4 of the Declaration, to the extent any portion of the Saint Johns Property shall hereinafter be used for Transient Rental Purposes, as hereinafter defined, such lands shall thereafter become subject to all terms and provisions of the Declaration, including but not limited to (i) the obligation for payment of Occupancy Fees to the County and (ii) the Lien Right created pursuant to the terms of the Declaration as defined therein, which shall automatically spread to encumber such lands without further act of SJH, Dunavant, Scratch, the County or any third party.

2. For purposes of this Memorandum and as set forth in the Declaration, the term "Transient Rental Purposes" shall mean any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, rooming house, mobile home park, recreational vehicle park, condominium or other structures which are rented, leased or let for a term of six months or less (to the extent subject to Tourist Development Taxes imposed by the County pursuant to Ordinance No. 86-72, as amended from time to time).

3. Neither the obligation for payment of Occupancy Fees, nor the Lien Right for Occupancy Fees as provided for under the terms of the Declaration shall constitute an obligation or a Lien Right upon any portion of the Saint Johns Property unless and until any such property shall be used for Transient Rental Purposes. Any Claim of Lien when filed shall constitute a Lien which shall relate back to, and take priority as of the date of recording of the Declaration, but shall be subordinate to bona fide first mortgages and the Various Declarations as provided in Section 4.4 of the Declaration.

4. Nothing herein contained shall change, modify or affect any of the terms or provisions of the Declaration or the rights, duties, obligations and covenants created thereby, all of which remain in full force and effect.

5. This Memorandum shall automatically terminate upon termination of the Declaration.

6. This Memorandum shall run with title to the Saint Johns Property and be binding upon SJH, Dunavant, Scratch and their successors and assigns and all parties having or acquiring any right, title or interest in and to any portion of the Saint Johns Property.

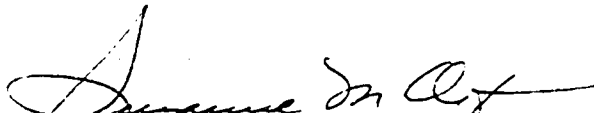

IN WITNESS WHEREOF, SJH, Dunavant, Scratch and the County have executed this Memorandum of Declaration of Voluntary Payment Obligations effective the day and year first above written.

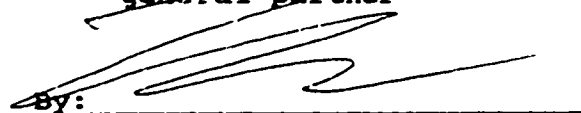
Signed, sealed and  
delivered in the  
presence of:

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida  
limited partnership, its  
general partner


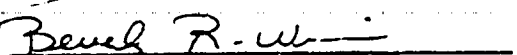
By: ST. JOHNS HARBOUR, INC.,  
a Florida corporation, its  
general partner

  
(Print Name SUZANNE M. ORE)  
  
(Print Name Beverly R. Winn)

By:   
Louis Baioni  
Its President  
3797 New Getwell Road  
Memphis, TN 38118

[CORPORATE SEAL]

DUNAVANT ENTERPRISES, INC., a  
Tennessee corporation

  
(Print Name SUZANNE M. ORE)  
  
(Print Name Beverly R. Winn)

By:   
Louis Baioni  
Its Executive Vice President

(CORPORATE SEAL)

SCRATCH GOLF COMPANY, a South Carolina general partnership

By: UNITED GOLF, INC., a South Carolina corporation, its managing general partner

Sharon R. Parks  
(Print Name SHARON R. PARKS)

By: J. Thomas Fowkes  
J. Thomas Fowkes  
Its Chief Executive Officer

Beverly R. Winn  
(Print Name BEVERLY R. WINN)

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

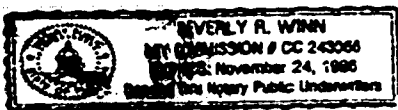
Ann D. Savery  
(Print Name Ann D. Savery)  
Suzanne M. Miller  
(Print Name SUZANNE MILLER)

By: Donald Jordan  
Donald Jordan  
Its: Chairman

Attest: Carl "Bud" Markel  
Carl "Bud" Markel, Clerk

STATE OF FLORIDA )  
COUNTY OF DUVAL ) SS

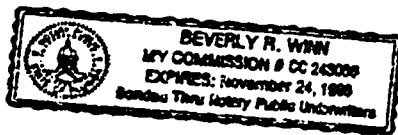
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 1996, by LOUIS BAIONI, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Beverly R. Winn  
(Print Name BEVERLY R. WINN)  
NOTARY PUBLIC, State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

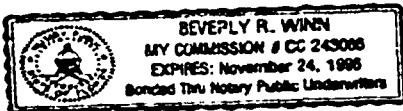
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 1996, by LOUIS BAIONI, the Executive Vice President of DUNAVANT ENTERPRISES, INC., a Tennessee corporation, on behalf of the corporation.



Beverly R. Winn  
(Print Name)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission #  
My Commission Expires:  
Personally Known ☒  
or Produced I.D. ☐  
[check one of the above]  
Type of Identification Produced

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 1996, by J. THOMAS FOWLKES, the Chief Executive Officer of UNITED GOLF, INC., a South Carolina corporation, managing general partner of SCRATCH GOLF COMPANY, a South Carolina general partnership, on behalf of the partnership.



Beverly R. Winn  
(Print Name)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission #  
My Commission Expires:  
Personally Known ☒  
or Produced I.D. ☐  
[check one of the above]  
Type of Identification Produced

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF DUVAL                    )

The foregoing instrument was acknowledged before me this 2<sup>ND</sup>  
day of July, 1996, by DONALD JORDAN,  
the Chairman of the Board of County Commissioners of ST. JOHNS  
COUNTY, FLORIDA, on behalf of the Board.



SUZANNE M. ORF  
MY COMMISSION # CC470004 EXPIRES  
June 12, 1999  
BONDED THIRD: TRACY FAIN INSURANCE, INC.

Suzanne M. Orf  
(Print Name)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission #  
My Commission Expires;  
Personally Known ☒  
or Produced I.D. ☐  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT A**

[Legal Description of Saint Johns DRI Properties less and  
except those portions described by exhibit in the  
Declaration of Voluntary Payment Obligations]



LEGAL DESCRIPTIONInterchange Northeast

A part of Sections 2 and 3, together with a part of Government Lot 1, Section 11, together with all of Section 10, lying East of Interstate 95 right-of-way, together with all of Section 11 less and except the East 1/2 of and the Southeast 1/4 of the Southwest 1/4 and that part lying in and West of Interstate 95 right-of-way, and part of Section 14 lying East of Interstate 95 right-of-way and Northwesterly of the Northwesterly right-of-way line of old Nine Mile Road, all lying in 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 11; thence South  $89^{\circ}02'10''$  West along the South line of said Section 11 and along the center line of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South  $89^{\circ}32'10''$  West a distance of 1043.00 feet; Course No. 2 - thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; Course No. 3 - thence South  $89^{\circ}32'10''$  West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South  $81^{\circ}13'23''$  West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road, South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11, a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence continue South  $89^{\circ}32'10''$  West along the aforementioned Southerly line of Section 11 a distance of 589.15 feet; thence South  $44^{\circ}35'20''$  West a distance of 252.80 feet to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established); thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 6210.81 feet; thence North  $89^{\circ}18'55''$  East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South  $00^{\circ}11'37''$  East along the West line of said East 1/2 of Section 11 and a Northerly projection thereof a distance of

4057.34 feet; thence South  $89^{\circ}11'13''$  West along the North line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11 a distance of 1311.89 feet; thence South  $00^{\circ}23'04''$  West along the West line of said Southeast  $1/4$  of the Southwest  $1/4$  of Section 11, said west line also being the Westerly line of said Government Lot 1, Section 11, a distance of 988.89 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North  $88^{\circ}27'18''$  East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North  $60^{\circ}28'02''$  East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South  $64^{\circ}50'26''$  East and a chord distance of 612.04 feet to the end of said curve; thence South  $26^{\circ}09'10''$  East a distance of 70.00 feet; thence South  $00^{\circ}27'50''$  East a distance of 70.00 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 413.64 acres, more or less

Together with:

That portion of Section 14, Township 6, South Range 28 East, St. Johns County, Florida, lying south of the northerly right of way line of old Nine Mile Road, as now abandoned, east of the easterly right of way line of Interstate 95, a 300.00 foot right of way as now established, and north of the northerly right of way line of Nine Mile Road, County Road S13A, a county right of way of varying width as now established.

Containing 6.62 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "A"

A part of Section 11, together with a part of Government Lots 2 and 3, Section 14, together with a part of Section 10 all lying in 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 11; thence South  $89^{\circ}32'10''$  West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point of the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly

right-of-way line of Nine Mile Road a distance of 354.95 feet; thence North  $00^{\circ}27'50''$  West a distance of 17.00 feet; thence South  $89^{\circ}32'10''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet and a central angle of  $27^{\circ}02'30''$ ; thence Southwesterly continuing along the said Northerly right-of-way line of Nine Mile Road and along the arc of said curve an arc distance of 564.43 feet, said arc being subtended by a chord bearing of South  $76^{\circ}00'55''$  West and a chord distance of 559.21 feet to the point of tangency of said curve; thence South  $62^{\circ}29'40''$  West continuing along said Northerly right-of-way line of Nine Mile Road a distance of 316.13 feet; thence South  $65^{\circ}00'23''$  West continuing along said right-of-way line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 650.97 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line a distance of 3535.33 feet; thence leaving said Northeasterly right-of-way line South  $28^{\circ}21'52''$  East a distance of 1695.35 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $28^{\circ}47'48''$ ; thence Southeasterly along the arc of said curve an arc distance of 528.69 feet, said arc being subtended by a chord bearing of South  $42^{\circ}45'46''$  East and a chord distance of 523.14 feet to the point of tangency of said curve; thence South  $57^{\circ}09'40''$  East a distance of 1048.98 feet to the point of curve of a curve concave Northeasterly having a radius of 706.00 feet and a central angle of  $38^{\circ}37'04''$ ; thence Southeasterly along the arc of said curve an arc distance of 475.85 feet, said arc being subtended by a chord bearing of South  $76^{\circ}28'12''$  East and a chord distance of 466.89 feet to the point of tangency of said curve; thence North  $84^{\circ}13'16''$  East a distance of 259.24 feet to the beginning of a non-tangent curve, said curve being concave Southerly having a radius of 3948.72 feet and a central angle of  $06^{\circ}36'14''$ ; thence Northeasterly along the arc of said curve an arc distance of 455.12 feet, said arc being subtended by a chord bearing of North  $86^{\circ}14'03''$  East and a chord distance of 454.87 feet to the end of said curve; thence North  $89^{\circ}32'10''$  East a distance of 399.83 feet; thence South  $00^{\circ}27'50''$  East a distance of 96.00 feet to the POINT OF BEGINNING.

Containing 21.33 acres, more or less

Parcel 101, Part "A"

A part of Section 11, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the Southeast corner of said Section 11, thence South  $89^{\circ}32'10''$  West along the South

line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North  $00^{\circ}27'50''$  West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South  $89^{\circ}32'10''$  West along the said Northerly right-of-way line of Nine Mile Road a distance of 688.05 feet; thence North  $00^{\circ}27'50''$  West a distance of 96.00 feet; thence North  $89^{\circ}11'12''$  East a distance of 165.01 feet; thence South  $79^{\circ}57'27''$  East a distance of 531.96 feet to the POINT OF BEGINNING.

Containing 0.95 acres, more or less

Interchange Northeast containing 397.98 acres, more or less

Interchange Southeast

All of Government Lots 1, 2 and 3, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95, South of the Southerly right-of-way of Nine Mile Road (as now established with a varying right-of-way), and West of the West right-of-way of Francis Road (as now established for a 66 foot right-of-way) and a portion of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, lying East of I-95 and West of Francis Road; all of the above lands being more particularly described as follows:

For a Point of Commencement use the intersection of Sections 11, 12, 13 and 14, being marked by a railroad spike and lying in the center of said Nine Mile Road; thence South  $89^{\circ}34'52''$  West along the North line of said Section 14, 1390.91 feet; thence South  $00^{\circ}26'58''$  West, 33.00 feet to the intersection of the South right-of-way line of said Nine Mile Road and the West right-of-way line of said Francis Road, said point being the POINT OF BEGINNING; thence continue South  $00^{\circ}26'58''$  West along said West right-of-way line of Francis Road 1183.65 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 583.89 feet, 213.51 feet and South  $10^{\circ}59'04''$  West; thence Southwesterly around the arc of said curve 214.72 feet to the P.T. of said curve; thence continuing on said Westerly line South  $21^{\circ}31'10''$  West, 206.71 feet to the Northeast corner of lands as described in Official Records Volume 272, page 645, public records of said County, thence South  $81^{\circ}22'40''$  West along the North line of said lands 198.00 feet to the Northwest corner; thence South  $21^{\circ}31'10''$  West along the West line of said lands, 216.68 feet; thence South  $81^{\circ}22'40''$  West, 435.88 feet, thence South  $25^{\circ}09'28''$  West along a fence line 281.02 feet; thence South  $81^{\circ}21'39''$  West, 647.32 feet along said fence line, thence South  $12^{\circ}17'16''$  East 149.91 feet along said fence line to the North line of lands as described in Official Records Volume 170, page 329, public records of said County; thence South  $81^{\circ}22'40''$  West along the North line of said lands, 599.89 feet to the Easterly right-of-way of I-95; thence North  $27^{\circ}30'20''$  West along said Easterly line, 2077.02 feet to the Southerly right-of-way line of said Nine Mile Road; thence North  $59^{\circ}48'06''$  East along said Southerly line 650.62 feet; thence North  $62^{\circ}27'43''$  East along said line, 316.13 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1101.46 feet, 516.49 feet and North  $76^{\circ}01'17''$  East; thence Northeasterly around the arc of said curve 521.34 feet to the P.T. of said curve; thence North  $89^{\circ}34'52''$  East, 200.53 feet; thence North  $00^{\circ}50'22''$  West, 16.79 feet; thence North  $89^{\circ}34'52''$  East along said Southerly line, 1567.81 feet to the POINT OF BEGINNING.

Containing 127.02 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "B"

A part of Lot 1 of the Antonio Huertas Grant, Section 38, together with a part of Government Lots 1, 2 and 3, Section 14, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South  $89^{\circ}32'10''$  West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 2603.77 feet; thence South  $00^{\circ}27'50''$  East a distance of 33.00 feet to a point on the Southerly right-of-way line of Nine Mile Road and the POINT OF BEGINNING; thence continue South  $00^{\circ}27'50''$  East a distance of 96.00 feet; thence South  $89^{\circ}32'10''$  West a distance of 399.83 feet to the beginning of a non-tangent curve concave Southerly having a radius of 3690.72 feet and a central angle of  $06^{\circ}29'08''$ ; thence Southwesterly along the arc of said curve an arc distance of 417.77 feet, said arc being subtended by a Chord bearing of South  $86^{\circ}17'36''$  West and a chord distance of 417.55 feet to the end of said curve; thence South  $78^{\circ}06'12''$  West a distance of 210.20 feet to the point of curve of a curve concave Southeasterly having a radius of 336.00 feet and a central angle of  $70^{\circ}21'11''$ ; thence Southwesterly along the arc of said curve an arc distance of 412.57 feet, said arc being subtended by a chord bearing of South  $42^{\circ}55'36''$  West and a chord distance of 387.14 feet to the point of tangency of said curve; thence South  $07^{\circ}45'01''$  West a distance of 682.79 feet to the point of curve of a curve concave Northeasterly having a radius of 1051.92 feet and a central angle of  $32^{\circ}18'00''$ ; thence Southeasterly along the arc of said curve an arc distance of 593.01 feet; said arc being subtended by a chord bearing of South  $08^{\circ}23'59''$  East and a chord distance of 585.19 feet to the point of tangency of said curve; thence South  $24^{\circ}32'59''$  East along a line to its intersection with the Northeasterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established) a distance of 676.83 feet; thence North  $27^{\circ}32'59''$  West along said Northeasterly right-of-way line of Interstate 95 to its intersection with the Southerly right-of-way line of aforementioned Nine Mile Road, a distance of 1922.57 feet; thence North  $59^{\circ}47'52''$  East along said Southerly right-of-way line of Nine Mile Road a distance of 850.52 feet; thence North  $62^{\circ}24'17''$  East continuing along said Southerly right-of-way line a distance of 317.24 feet to the beginning of a non-tangent curve said curve being concave Southeasterly having a radius of 1093.00 feet and a central angle of  $27^{\circ}04'45''$ ; thence Northeasterly continuing along said Southerly right-of-way line, an arc distance of 516.57 feet, said arc being subtended by a

chord bearing of North 75°59'48" East and a chord distance of 511.78 feet to the end of said curve; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 204.95 feet; thence North 00°27'50" West a distance of 17.00 feet; thence North 89°32'10" East continuing along said Southerly right-of-way line, a distance of 354.95 feet to the POINT OF BEGINNING.

Containing 11.57 acres, more or less

Parcel 101, Part "B"

A part of Government Lot 1, Section 14, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northeast corner of said Section 14; thence South 89°32'10" West along the North line of said Section 14 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1820.67 feet; thence South 00°27'50" East a distance of 33.00 feet to a point in the Southerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence South 71°47'29" West a distance of 314.99 feet; thence South 89°32'10" West a distance of 483.10 feet; thence North 00°27'50" West along a line to its intersection with the aforementioned Southerly right-of-way line of Nine Mile Road, a distance of 96.00 feet; thence North 89°32'10" East along said Southerly right-of-way line, a distance of 783.10 feet to the POINT OF BEGINNING.

Containing 1.39 acres, more or less

Interchange Southeast containing 114.06 acres, more or less

Interchange Northwest

All of Section 3 lying West of Interstate 95 right-of-way, all of Section 10 lying West of Interstate 95 right-of-way, all of Section 11 lying West of Interstate 95 right-of-way, all of Section 14 lying West of Interstate 95, all of Section 15, all of Section 43, all of Section 44, together with a part of Section 38 lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a POINT OF BEGINNING, commence at the intersection of the Northwestern right-of-way line of Nine Mile Road (County Road S13A, a 160 foot right-of-way as now established) with the Southwestern right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesterly along said Northwestern right-of-way line of Nine Mile Road, the following eight courses; Course No. 1 - thence South 60°09'09" West a distance of 752.14 feet to an angle point in said right-of-way line; Course No. 2 - thence South 62°26'20" West along said Northwestern right-of-way line of Nine Mile Road (a 110 foot right-of-way as now established); a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.13 feet; Course No. 3 - thence Southwesterly along the arc of said curve an arc distance of 170.00 feet, said arc being subtended by a chord bearing of South 58°19'47" West and a chord distance of 169.85 feet to the point of compound curve; Course No. 4 - thence Southwesterly along the arc of a curve, said curve being concave Southeasterly and having a radius of 1185.11 feet an arc distance of 201.09 feet, said arc being subtended by a chord bearing of South 49°21'34" West and a chord distance of 200.85 feet to the point of tangency of said curve; Course No. 5 - thence South 44°29'54" West a distance of 204.46 feet; Course No. 6 - thence South 45°30'05" East a distance of 17.00 feet; Course No. 7 - thence South 44°29'54" West along said Northwestern right-of-way line of Nine Mile Road (a 66 foot right-of-way as now established) a distance of 5256.56 feet to an angle point in said Northwestern right-of-way line; Course No. 8 - thence South 50°29'50" West a distance of 2475.39 feet; thence North 53°13'38" West, leaving said Northwestern right-of-way line, a distance of 2258.70 feet; thence North 14°55'52" East along the Northwestern line of aforesaid Section 44 and its Southwesterly projection thereof a distance of 7123.49 feet; to the Northwestern corner of said Section 44; thence North 16°14'53" East along the Northwestern line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwestern line of Section 43; thence North 01°01'14" West along the West line of aforesaid Sections 10 and 3 to the Northwest corner of said Section 3 a distance of 6098.77 feet; thence North 88°54'53" East along the line dividing Township 5 South and Township 6 South and the North



line of said Section 3 to its intersection with the aforesaid Southwesterly right-of-way line of Interstate 95 a distance of 136.50 feet; thence South 27°32'59" East along said Southwesterly right-of-way line a distance of 12,538.84 feet to the POINT OF BEGINNING.

Containing 1456.88 acres, more or less

LESS AND EXCEPT:

Parcel 100, Part "E"

A part of Section 10, lying West of Interstate 95 right-of-way, together with all of Section 11, lying West of Interstate 95 right-of-way, together with all of Section 14, lying west of Interstate 95, together with a part of Section 15, together with a part of Lots 1 and 2 of the Antonio Huertas Grant, Section 38, lying Northwest of Nine Mile Road, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of said Section 14; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet, said intersection being the POINT OF BEGINNING; thence South 27°32'59" East, along said Southwesterly right-of-way line, to its intersection with the Northwestery right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width), a distance of 701.62 feet; thence South 60°09'09" West along said Northwestery right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwestery right-of-way line and along the arc of said curve an arc distance of 371.08 feet, said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwestery right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwestery right-of-way line a distance of 176.42 feet; thence North 45°30'06" West leaving said Northwestery right-of-way line, a distance of 143.00 feet; thence North 44°29'54" East a distance of 362.79 feet; thence North 41°20'46" East a distance of 224.57 feet to the beginning of a non-tangent curve concave Northwestery having a radius of 336.00 feet and a central angle of 35°44'59"; thence

Northeasterly along the arc of said curve an arc distance of 209.65 feet, said arc being subtended by a chord bearing of North 23°28'17" East and a chord distance of 206.26 feet to the end of said curve; thence North 05°35'47" East a distance of 1120.99 feet to the point of curve of a curve concave Southwesterly having a radius of 1051.92 feet and a central angle of 30°08'46"; thence Northwesterly along the arc of said curve an arc distance of 553.47 feet, said arc being subtended by a chord bearing of North 09°28'36" West and a chord distance of 547.10 feet to the point of tangency of said curve; thence North 24°32'59" West along a line to its intersection with the aforementioned Southwesterly right-of-way line of Interstate 95, State Road No. 9 a distance of 676.83 feet; thence South 27°32'59" East along said Southwesterly right-of-way line of Interstate 95 a distance of 1670.02 feet to the POINT OF BEGINNING.

Containing 19.65 acres, more or less

Parcel 101, Part "D"

A part of Lot 2 of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Reference, Commence at the Northwest corner of Section 14 of said Township and Range; thence North 89°32'10" East along the North line of said Section 14 to its intersection with the Southwesterly right-of-way line of Interstate 95, State Road No. 9 (a 300 foot right-of-way as now established), a distance of 128.63 feet; thence South 27°32'59" East along said Southwesterly right-of-way line to its intersection with the Northwesterly right-of-way line of Nine Mile Road, County Road S13A (a right-of-way of varying width) a distance of 701.62 feet; thence South 60°09'09" West along said Northwesterly right-of-way line of Nine Mile Road a distance of 752.14 feet; thence South 62°26'19" West continuing along said Northwesterly right-of-way line a distance of 15.32 feet to the point of curve of a curve concave Southeasterly having a radius of 1185.11 feet and a central angle of 17°56'25"; thence Southwesterly continuing along said Northwesterly right-of-way line, and along the arc of said curve an arc distance of 371.08 feet; said arc being subtended by a chord bearing of South 53°28'07" West and a chord distance of 369.56 feet to the point of tangency of said curve; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 204.46 feet; thence South 45°30'06" East a distance of 17.00 feet; thence South 44°29'54" West continuing along said Northwesterly right-of-way line a distance of 176.42 feet to the POINT OF

BEGINNING; thence continue South 44°29'54" West along said Northwesterly right-of-way line, a distance of 1003.52 feet; thence North 31°14'07" East a distance of 623.28 feet; thence North 44°29'54" East a distance of 396.87 feet; thence South 45°30'06" East a distance of 143.00 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less

Interchange Northwest containing 1434.93 acres, more or less

SJH36

#### UTILITY SITE

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE MOST SOUTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53°13'38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1612.50 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 250.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 326.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°19'21" EAST AND A CHORD DISTANCE OF 304.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 38°31'50" EAST, A DISTANCE OF 199.57 FEET; THENCE NORTH 76°42'43" EAST, A DISTANCE OF 152.36 FEET; THENCE NORTH 01°08'50" EAST, A DISTANCE OF 123.80 FEET; THENCE NORTH 48°25'28" WEST, A DISTANCE OF 62.15 FEET; THENCE NORTH 40°56'47" WEST, A DISTANCE OF 133.59 FEET; THENCE NORTH 49°03'13" EAST, A DISTANCE OF 76.35 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.55 FEET; THENCE NORTH 29°04'10" EAST, A DISTANCE OF 57.20 FEET; THENCE SOUTH 55°57'46" EAST, A DISTANCE OF 205.76 FEET; THENCE NORTH 67°32'47" EAST, A DISTANCE OF 102.68 FEET; THENCE NORTH 43°30'26" EAST, A DISTANCE OF 101.44 FEET; THENCE SOUTH 46°29'34" EAST, A DISTANCE OF 53.33 FEET; THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 715.19 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 831.56 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 50°29'50" WEST ALONG A LINE PARALLEL WITH AND LYING 34.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 216.17 FEET TO THE POINT OF BEGINNING.

CONTAINING BY COMPUTATIONS PERFORMED BY NORTHEAST FLORIDA SURVEYORS, DATED NOVEMBER 22, 1994, 5.97 ACRES MORE OR LESS.

SIX MILE CREEK PARCEL

A portion of Sections 18, 19, 31 and 38, Township 6 South, Range 28 East and a portion of Sections 6, 38 and 41, Township 7 South, Range 28 East, and a portion of Sections 23, 24, 25 and 46, Township 6 South, Range 27 East, all lying in St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly line of said Section 18, with the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence North 63 degrees 25 minutes 15 seconds East, along said Southerly right of way line, 55.67 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 11.83 feet, said arc being subtended by a chord bearing and distance of North 63 degrees 46 minutes 47 seconds East, 11.83 feet to the POINT OF BEGINNING; thence South 02 degrees 35 minutes 54 seconds East, 2680.00 feet to the Southeast corner of those lands described and recorded in Official Records Book 492, page 812, of the public records of said county; thence South 87 degrees 24 minutes 06 seconds West, along the Southerly line of said lands, 1586.89 feet; thence North 65 degrees 14 minutes 26 seconds West, continuing along said Southerly line, 967.45 feet to the Easterly right of way line of State Road No. 13 (a 100.0 foot right of way as now established) said Easterly right of way line lying in a curve concave Westerly; thence Southwesterly along said Easterly right of way line and along and around the arc of said curve having a radius of 2342.01 feet, an arc distance of 721.77 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 54 minutes 58 seconds West, 718.92 feet to a point on said curve; thence South 02 degrees 29 minutes 20 seconds East, 4147.93 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 25; thence South 88 degrees 34 minutes 00 seconds West, along the Northerly line of said Southeast 1/4 of the Northwest 1/4, 160 feet, more or less, to the Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 3450 feet more or less, to the Northerly line of those lands described and recorded in Official Records Book 492, page 847, of the public records of said County; thence North 72 degrees 24 minutes 07 seconds East, along last said line, 2220 feet, more or less, to the Easterly line of said lands; thence South 28 degrees, 56 minutes 09 seconds East along last said line, 207.04 feet to the Southerly line of said lands; thence South 72 degrees 24 minutes 07 seconds West, along said

Southerly line, 2110 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek, thence Southeasterly along said waters, 1150 feet, more or less, to the Northerly line of those lands described and recorded in Official Records Book 494, page 165, of the public records of said County; thence North 61 degrees 07 minutes 29 seconds East, along last said line, 1640 feet, more or less, to the Easterly line of said lands, thence South 28 degrees 56 minutes 09 seconds East, along last said line, 200.00 feet to the Southerly line of said lands; thence South 61 degrees 07 minutes 29 seconds West, along last said line, 1670 feet, more or less, to the aforesaid Easterly waters of Six Mile Creek; thence Southeasterly along said waters 1100 feet, more or less, to a line common to Section 46, Township 6 South, Range 27 East, and Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence South 02 degrees 35 minutes 54 seconds East, along last said line, 110 feet, more or less, to the center line of aforesaid Six Mile Creek; thence Southerly along said center line of Six Mile Creek, 7950 feet, more or less, to a line common to Section 6 and Section 38 of Township 7 South, Range 28 East, St. Johns County, Florida; thence Easterly along a section line common to said Section 6 and Section 38, to the Easterly waters of aforesaid Six Mile Creek; thence Southeasterly along said Easterly waters, 5035 feet, more or less, to the Easterly line of said Section 38, Township 7 South, Range 28 East, St. Johns County, Florida; thence North 03 degrees 12 minutes 06 seconds West, along last said line, 1238 feet, more or less, to an angle point in said section line, thence North 03 degrees 18 minutes 26 seconds West along said Easterly section line and along the Easterly line of Section 6, Township 7 South, Range 28 East, St. Johns County, Florida, 3052.00 feet to a point on a line common to Sections 5, 6 and 41, Township 7 South, Range 28 East, St. Johns County, Florida; thence South 60 degrees 05 minutes 46 seconds East, along the line common to Section 5 and 41 of Township 7 South, Range 28 East, 1737.76 feet; thence continue along said line, South 71 degrees 16 minutes 57 seconds East, 4096.79 feet to the Westerly right of way line of State Road No. S-13A (a 100.0 foot right of way as now established); thence Northeasterly along said Westerly right of way line, 4210 feet, more or less, to the Southerly line of a 30.0 foot drainage right of way as described in Deed Book 182, page 133, of the public records of St. Johns County, Florida; thence Northwesterly along last said line, 1025 feet, more or less, to the Southerly line of Section 37, Township 6 South, Range 28 East, St. Johns County Florida; thence South 88 degrees 18 minutes 38 seconds West, along last said line, 1234 feet, more or less, to the Southwest corner of said Section 37; thence North 00 degrees 54 minutes 29 seconds West, along the Westerly line of said Section 37, 5063.0 feet, thence North 88 degrees, 28 minutes 14 seconds East, 702.28 feet to a point on the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East along said

Westerly right of way line, 250.48 feet; thence South 88 degrees 28 minutes 14 seconds West, 848.0 feet; thence South 77 degrees 22 minutes 58 seconds West, 1586.22 feet; thence North 40 degrees 04 minutes 50 seconds West, 110.35 feet; thence North 84 degrees 17 minutes 57 seconds West, 250.02 feet; thence South 83 degrees 25 minutes 31 seconds West, 325.42 feet; thence North 79 degrees 06 minutes 42 seconds West, 585.44 feet; thence South 10 degrees 53 minutes 18 seconds West, 13.78 feet; thence North 78 degrees 30 minutes 32 seconds West, 2622.77 feet; thence North 28 degrees 41 minutes 32 seconds East, 951.47 feet; thence North 37 degrees 53 minutes 52 seconds West, 466.13 feet; thence North 46 degrees 02 minutes 53 seconds East, 245.00 feet; thence North 51 degrees 22 minutes 33 seconds East, 202.09 feet; thence North 40 degrees 04 minutes 41 seconds West, 594.4 feet; thence North 49 degrees 58 minutes 19 seconds East, 1302.78 feet; thence South 53 degrees 44 minutes 12 seconds East, 190.00 feet; thence South 32 degrees 27 minutes 37 seconds East, 511.83 feet; thence North 54 degrees 46 minutes 53 seconds East, 359.01 feet; thence North 46 degrees 25 minutes 13 seconds East, 1060.54 feet; thence North 32 degrees 26 minutes 08 seconds East, 553.53 feet; thence South 38 degrees 15 minutes 05 seconds East, 1317.63 feet; thence North 73 degrees 16 minutes 23 seconds East, 265.00 feet; thence North 79 degrees 01 minute 51 seconds East, 1074.93 feet; thence North 85 degrees 08 minutes 13 seconds East, 581.92 feet; thence North 54 degrees 42 minutes 58 seconds East, 179.26 feet; thence South 74 degrees 23 minutes 52 seconds East, 1539.58 feet to the Westerly right of way line of State Road S-13A (Pacetti Road, a 100.0 foot right of way as now established); thence North 19 degrees 35 minutes 08 seconds East, along said Westerly right of way line, 2235.08 feet to the Southerly line of the North 1/2 of the Northeast 1/4 of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida; thence North 72 degrees 21 minutes 19 seconds West along last said line, 2613.11 feet to the Southwest corner of the said North 1/2 of the Northeast 1/4; thence North 61 degrees 20 minutes 38 seconds West, 339.77 feet; thence South 24 degrees 01 minutes 13 seconds West, 160.99 feet; thence South 32 degrees 42 minutes 38 seconds West, 1063.03 feet; thence South 68 degrees 59 minutes 38 seconds West, 350.00 feet; thence North 50 degrees 29 minutes 38 seconds West, 2806.24 feet; thence North 33 degrees 54 minutes 24 seconds East, 2706.72 feet; thence North 70 degrees 30 minutes 54 seconds West, 679.17 feet; thence North 26 degrees 43 minutes 23 seconds East, 285.18 feet; thence North 70 degrees 30 minutes 54 seconds West, 626.57 feet; thence South 21 degrees 29 minutes 13 seconds West, 655.91 feet to the Northerly line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 38; thence North 72 degrees 26 minutes 25 seconds West, along last said line and along the Northerly line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 38, 2242.24 feet to the Southerly right of way line of State Road No. 16 (a 66.0 foot right of way as now established); thence South 70 degrees 39 minutes 33

seconds West, along said Southerly right of way line, 312.6 feet to the point of curvature of a curve to the right; thence continue along said Southerly right of way line and around the arc of a curve concave Northerly and having a radius of 988.37 feet, an arc distance of 378.36 feet, said arc being subtended by a chord bearing and distance of South 81 degrees 57 minutes 33 seconds West, 376.05 feet to the point of tangency of said curve, said point of tangency being the Northeast corner of those lands described and recorded in Official Records Book 492, page 826, of the current public records of said county; thence South 02 degrees 55 minutes 33 seconds West, along the Easterly line of said lands, 943.94 feet; thence continue along the Easterly line of said lands, South 20 degrees 15 minutes 25 seconds West, 1916.53 feet to the Southerly line of said lands; thence North 31 degrees 54 minutes 57 seconds West, along said Southerly line, 506.42 feet to the Westerly line of said lands; thence North 20 degrees 15 minutes 25 seconds East, along last said line 1700.01 feet; thence North 02 degrees 55 minutes 33 seconds East along said Westerly line, 735.00 feet to the aforesaid Southerly right of way line of State Road No. 16; thence North 87 degrees 04 minutes 27 seconds West, along said Southerly right of way line, 695.77 feet to the point of curvature of a curve to the left; thence continue along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 1399.69 feet, an arc distance of 238.80 feet, said arc being subtended by a chord bearing and distance of South 88 degrees 02 minutes 18 seconds West, 238.51 feet to the point of tangency of said curve; thence South 83 degrees 09 minutes 03 seconds West, along said Southerly right of way, a distance of 155.68 feet to the Easterly line of those lands described and recorded in Official Records Book 845, page 1081, of the public records of said County, thence South 02 degrees 35 minutes 54 seconds East along said Easterly line a distance of 466.09 feet to the Southerly line of said lands; thence South 83 degrees 09 minutes 03 seconds West along the Southerly line of said lands, 300.00 feet to a point on the Easterly line of those lands described and recorded in Official Records Book 516, page 74, of the public records of said County; thence South 02 degrees 35 minutes 54 seconds East, along said Easterly line a distance of 764.91 feet; thence South 87 degrees 24 minutes 06 seconds West, 1372.21 feet; thence North 02 degrees 35 minutes 54 seconds West, 1127.97 feet to the aforesaid Southerly right of way line of State Road No. 16, said Southerly right of way line lying in a curve leading Southwesterly; thence along said Southerly right of way line and along and around the arc of a curve concave Southerly and having a radius of 922.37 feet, an arc distance of 224.52 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 07 minutes 45 seconds West, 223.97 feet to the POINT OF BEGINNING.

Six Mile Creek Parcel containing 3897.57 acres, more or less

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

1. All those lands as described in that certain Declaration of Voluntary Payment Obligations as recorded in Official Records Book 1185, page 1854 of the public records of St. Johns County, Florida.
2. Those lands as described in Deed recorded in Official Records Book 494, page 165 of the public records of St. Johns County, Florida.
3. Those lands as described in Deed recorded in Official Records Book 492, page 847 of the public records of St. Johns County, Florida.
4. Those lands as described in Deed recorded in Official Records Book 480, page 168 of the public records of St. Johns County, Florida.
5. Those lands as described in Deed recorded in Official Records Book 250, page 693 of the public records of St. Johns County, Florida.
6. Those lands as described in Deed recorded in Official Records Book 844, page 817 of the public records of St. Johns County, Florida.



Recorded in Public Records St. Johns County, FL  
Clerk# 96025860 O.R. 1185 PG 1854 02:56PM 07/24/96  
Recording \$213.00 Surcharge \$27.00

3200 ①

38

*For Ret*  
Prepared by and Return to:  
M. Lynn Pappas, Esquire  
Pappas Metcalf & Jenks, P.A.  
200 West Forsyth St., Suite 1400  
Jacksonville, FL 32202

*53* Rec - 213.00  
Sur - 27.00

**DECLARATION OF VOLUNTARY  
PAYMENT OBLIGATIONS**

**ST. JOHNS COUNTY TAXABLE CONVENTION  
CENTER REVENUE BONDS  
SERIES 1996**

**BY AND AMONG**

**JOHN Q. HAMMONS HOTELS TWO, L.P.,  
SJH PARTNERSHIP, LTD.,  
VISTANA WGV, LTD.,  
WGV RETAIL, GENERAL PARTNERSHIP, and  
ST. JOHNS COUNTY, FLORIDA**

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**(ST. JOHNS COUNTY TAXABLE CONVENTION CENTER REVENUE BONDS**  
**SERIES 1996)**

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**EXHIBITS**

- A Hotel Air Rights Easement
- B Legal Description of Interstate Hotel Lands
- C Legal Description of Residential Land
- D Legal Description of Retail Land
- E Legal Description of Convention Center Land
- F Final Debt Service Schedule

**DECLARATION OF VOLUNTARY PAYMENT OBLIGATIONS  
(ST. JOHNS COUNTY TAXABLE CONVENTION CENTER REVENUE BONDS  
SERIES 1996)**

THIS DECLARATION is entered into as of this 24<sup>TH</sup> day of July, 1996, by and between JOHN Q. HAMMONS HOTELS TWO, L.P., a Delaware limited partnership ("JQH-LP"), SJH PARTNERSHIP, LTD., a Florida limited partnership ("SJH"), VISTANA WGV, LTD., a Florida limited partnership ("Vistana"), WGV RETAIL, GENERAL PARTNERSHIP, a Florida general partnership ("Retail"), and ST. JOHNS COUNTY, FLORIDA (the "County").

**RECITALS:**

WHEREAS, JQH-LP is the owner of that certain air rights easement more particularly described on Exhibit A attached hereto and made a part hereof (the "Hotel Air Rights Easement") upon which JQH-LP is to construct a 300-400 room hotel (the "Hotel"); SJH Partnership is the "Developer" under the Saint Johns DRI, as hereinafter defined, and is the owner of certain lands within the Interchange Parcel of the Saint Johns DRI, that are described on Exhibit B attached hereto and made a part hereof, to which have been allocated development rights under the Saint Johns DRI for construction of up to 825 hotel or motel facilities as the same may be relocated from time to time as provided for in Section 2.1.3 below (the "Interstate Hotel Lands"); Vistana is the owner of certain real property to be developed as up to 440 resort condominium and/or vacation ownership units on lands described on

Exhibit C attached hereto and made a part hereof ("Residential Land"); Retail is the owner of certain real property to be developed as either (i) condominium or multi-family residential rental units and commercial retail development or (ii) commercial retail development only, on lands described on Exhibit D attached hereto and made a part hereof (the "Retail Land"); and the County is the owner of fee simple title to certain real property subject to the Hotel Air Rights Easement upon which the Convention Center is to be constructed, as more particularly described on Exhibit E attached hereto and made a part hereof (the "Convention Center Land"); and

WHEREAS, the Hotel Air Rights Easement, Residential Land, Retail Land, Interstate Hotel Lands and Convention Center Land constitute part of lands or interests in land within the Saint Johns Development of Regional Impact in St. Johns County, Florida, as established by Resolution No. 91-130 and modified by subsequent resolutions adopted by the Board of County Commissioners of the County, as amended (the "Saint Johns DRI"); and

WHEREAS, JQH-LP and the County have entered into a Purchase and Sale Agreement dated July 24, 1996 (the "Convention Center Purchase and Sale Agreement"), under which terms JQH-LP will construct and convey to the County an approximately 80,000 square foot convention center facility (the "Convention Center") which will be constructed adjacent to the Hotel and which will be

operated by JQH-LP on behalf of the County pursuant to that certain Operating Agreement between JQH-LP and the County dated July 24, 1996 (the "Operating Agreement"); and

WHEREAS, in order to finance construction of the Convention Center, the County has issued those certain St. Johns County, Florida Taxable Convention Center Revenue Bonds, Series 1996 in the aggregate principal amount of \$ 16,990,000.00 (the "Convention Center Bonds"), pursuant to Resolution No. 95-117 as amended and supplemented to the date hereof (the "Resolution"); and

WHEREAS, as provided in the Resolution, in order to secure repayment of the Convention Center Bonds, JQH-LP, SJH, Vistana and Retail have each agreed to execute and deliver this Declaration in favor of the County to commit certain project revenues as a source of repayment of the Convention Center Bonds which, as and when received by the County, are part of the Pledged Revenues, as defined in the Resolution; and

WHEREAS, pursuant to the terms of this Declaration the parties intend to evidence their obligations to make certain voluntary payments to the County to be applied to the debt service on the Convention Center Bonds and their Refinancings, as hereinafter defined, and the parties have agreed that certain of these obligations shall be secured by a lien upon real property or certain interests in real property owned by them in favor of the County as more particularly described herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. When used in this Declaration, the following terms shall have the meanings as set forth below:

1.1 Assessment Agreement shall mean and refer to that certain Special Assessment Agreement of even date among the County and certain of the parties hereto.

1.2 Automobile Rental Surcharge shall have the meaning set forth in Section 2.3 below.

1.3 Bond Year shall have the meaning set forth in the Resolution.

1.4 Claim of Lien shall have the meaning set forth in Section 4.2 below.

1.5 Convention Center shall have the meaning set forth in the "Whereas" clauses.

1.6 Convention Center Bonds shall have the meaning set forth in the "Whereas" clauses.

1.7 Convention Center Land shall have the meaning set forth in the "Whereas" clauses.

1.8 County Ticket and Event Parking Surcharge shall consist of those charges set forth in Section 2.2 below.

1.9 County Ticket and Event Parking Surcharge Account shall mean the separate account of that name in the Convention

Center Revenue Fund established pursuant to Section 4.5 of the Resolution.

1.10 Debt Service Requirement shall have the meaning as set forth in the Resolution.

1.11 Estoppel Certificate shall have the meaning set forth in Section 4.2 below.

1.12 Hall of Fame Land shall have the meaning set forth in the Assessment Agreement.

1.13 Hotel Air Rights Easement shall have the meaning set forth in the "Whereas" clauses.

1.14 Interstate Hotel Lands shall have the meaning set forth in the "Whereas" clauses.

1.15 Lien shall have the meaning set forth in Section 4.1 below.

1.16 Lien Right shall have the meaning set forth in Section 4.1 below.

1.17 Occupancy Fees shall have the meaning set forth in Section 2.1.1 below.

1.18 Occupancy Fees Fund shall mean the Occupancy Fees Fund established pursuant to Section 4.5 of the Resolution.

1.19 Operating Agreement shall have the meaning set forth in the "Whereas" clauses.

1.20 Operator shall mean JQH-LP and its successors and assigns as "Operator" pursuant to the Operating Agreement or any



successor agreement with a nongovernmental operator providing for operation of the Convention Center.

1.21 Refinancing shall have the meaning set forth in Section 6 below.

1.22 Residential Land shall have the meaning set forth in the "Whereas" clauses.

1.23 Resolution shall have the meaning set forth in the "Whereas" clauses.

1.24 Retail Land shall have the meaning set forth in the "Whereas" clauses.

1.25 Saint Johns DRI shall have the meaning set forth in the "Whereas" clauses.

1.26 Tourist Development Tax shall mean those tourist development taxes imposed by the County pursuant to Ordinance No. 86-72 as amended from time to time.

1.27 Transient Rental Purposes shall have the meaning set forth in Section 2.1.2 below.

1.28 Voluntary Payment Contributors shall mean, severally, JQH-LP, as the owner of the Hotel Air Rights Easement, SJH as the owner of the Interstate Hotel Lands, Vistana, as the owner of the Residential Land and Retail, as the owner of Retail Land and any successor owners of all or any portion of the Voluntary Payment Parcels (including, severally, the owners of individual lots, condominium units, timeshare estates or other

ownership parcels to the extent that such Voluntary Payment Parcels are platted, subdivided, declared to condominium or otherwise conveyed into separate legally described ownership parcels) and shall also include any assignees or transferees of the County as to any interests in the Convention Center Land and Hall of Fame Land as provided for in Section 7 below.

1.29 Voluntary Payment Parcels shall mean, severally, the Hotel Air Rights Easement (and any successor easement benefitting the Hotel), Residential Land, Retail Land, Interstate Hotel Lands, any individual lot, condominium unit, timeshare estate or other ownership parcel into which any of the foregoing is legally platted, subdivided, declared to be condominium or otherwise conveyed, any land made subject to this Declaration pursuant to Section 2.1.4 below and shall include the Convention Center Land and Hall of Fame Land to the extent provided in Section 7 below.

1.30 Voluntary Payments shall mean collectively the Occupancy Fees, County Ticket and Event Parking Surcharge and the Automobile Rental Surcharges.

1.31 World Golf Village shall mean the Convention Center Land, the Hall of Fame Land (as defined in the Assessment Agreement), the WGV Land, the Residential Land and the Retail Land.

2. Voluntary Payments. Each Voluntary Payment Contributor hereby agrees to be severally and personally obligated and liable for timely payment of the Voluntary Payments for the sole purpose

of ultimately funding the Sinking Fund, Reserve Fund and Surplus Fund (as such terms are defined in the Resolution) for the Convention Center Bonds and any Refinancings thereof, and for payment of the Debt Service Requirement attributable to the Convention Center Bonds and any Refinancings thereof, which shall be the several personal obligation of each Voluntary Payment Contributor and which personal obligation shall accrue only as to the Voluntary Payment Parcel owned by such party and only during its period of ownership of a Voluntary Payment Parcel. The obligation for Voluntary Payments shall begin to accrue upon issuance of the Convention Center Bonds and shall terminate upon repayment in full of the Convention Center Bonds and repayment in full of any Refinancings thereof.

2.1 Occupancy Fees.

2.1.1 Payment Obligation. Each Voluntary Payment Contributor hereby severally agrees to pay to the County an amount equal to two percent (2%) of each whole and major fraction of each dollar of the total rental consideration charged every person who rents, leases or lets for consideration any living quarters or accommodations for Transient Rental Purposes located upon, as applicable, the Hotel Air Rights Easement, Residential Land, Retail Land or Interstate Hotel Lands or other Voluntary Payment Parcels owned by such Voluntary Payment Contributor (the "Occupancy Fee"). The Occupancy Fee shall be calculated in the

same manner as the payment of Tourist Development Taxes. All Occupancy Fees shall be deposited by the County into the Occupancy Fees Fund promptly upon the County's receipt thereof.

2.1.2 Transient Rental Purposes. For purposes of this Declaration, the term "Transient Rental Purposes" shall mean any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, rooming house, mobile home park, timeshare resort, recreational vehicle park, condominium or other structures (to the extent subject to Tourist Development Taxes) which are rented, leased or let for a term of six (6) months or less.

2.1.3 Substitution of Interstate Hotel Lands. The location of the Interstate Hotel Lands as legally described on Exhibit B attached hereto may be modified from time to time by SJH, in its sole discretion, by the recordation of a Supplementary Declaration of Voluntary Payment Obligations ("Supplementary Declaration") executed by SJH and the County, under which terms the owners and all successor owners of the relocated Interstate Hotel Lands shall assume obligations under this Declaration as an owner of Interstate Hotel Lands. Such relocated Interstate Hotel Lands shall thereafter become subject to the terms of this Declaration and shall constitute a Voluntary Payment Parcel and the owner thereof shall constitute a Voluntary Payment Contributor and the Lien created hereby to secure Voluntary Payments shall constitute

a Lien and encumbrance against such parcel. Such Lien and any Claim of Lien filed to enforce the Lien shall relate back to and take priority as of, the date of recording of this Declaration, except as such Lien may be specifically subordinated under the terms of this Declaration. The recordation of such Supplementary Declaration shall automatically release the Lien encumbering that portion of the original Interstate Hotel Lands, identified by SJH for release, provided that as a condition to such relocation and release (i) SJH shall assign to such relocated portion of the Interstate Hotel Lands sufficient development rights for hotel/motel units within the Saint Johns DRI such that subsequent to such relocation and release and by virtue of the recordation of the Supplementary Declaration not less than 1225 hotel/motel units under the Saint Johns DRI shall be allocated to the Interstate Hotel Lands, Air Rights Easement, Residential Land or Retail Land, (ii) the lands to be released may not be used for Transient Rental Purposes unless re-encumbered by the Lien created under the terms of this Declaration, (iii) the County shall receive such title evidence reasonably satisfactory to the County that the Lien has been effectively transferred to the relocated Interstate Hotel Lands, and (iv) such relocated Interstate Hotel Lands shall be located within the Saint Johns DRI. Nothing in this Section shall be deemed to modify or affect any land use laws or regulations that are applicable to properties described in this Declaration.

2.1.4 Other Lands within the Saint Johns DRI.

Simultaneously with recordation of this Declaration, SJH has recorded a Memorandum of this Declaration encumbering all of the lands within the Saint Johns DRI which provides notice that any such lands hereafter developed for Transient Rental Purposes shall automatically become subject to the Lien and to an obligation for payment of Occupancy Fees to the County under the terms of this Declaration. Notwithstanding anything contained herein to the contrary, the provisions of this Declaration shall not constitute a Lien upon any lands within the Saint Johns DRI other than the Interstate Hotel Lands, Hotel Air Rights Easement, Residential Land, Retail Land or Convention Center Land, until such time as such lands are developed and used for Transient Rental Purposes. At that time, the Lien and any Claim of Lien shall attach and shall relate back to, and shall take priority as of, the date of recording of this Declaration, except as such Lien may be specifically subordinated under the terms of this Declaration. Nothing in this Section shall be deemed to modify or affect any land use laws or regulations that are applicable to the Saint Johns DRI.

2.2 County Ticket and Event Parking Surcharge. JQH-LP,

for so long as it is the Operator under the Operating Agreement and thereafter the County, shall pay or shall require that the Operator under the Operating Agreement pay to the County or its designee an

amount equal to \$1.25 per person for each ticket sold or admission fee paid to any event in the Convention Center for which a ticket or admission fee shall be required for entry into the Convention Center and \$2.50 for each automobile parked within the World Golf Village in connection with such event at the Convention Center. All of such amounts will be deposited by the County into the County Ticket and Event Parking Surcharge Account promptly upon the County's receipt thereof.

2.3 Automobile Rental Surcharges. The Voluntary Payment Contributors shall severally pay to the County or its designee an amount equal to 3.5% of all gross rental income paid or collected for rental of automobiles, vans, trucks or other motor vehicles originating from their respective Voluntary Payment Parcels (the "Automobile Rental Surcharge"), which shall be deposited by County in the Automobile Rental Surcharge Fund promptly upon the County's receipt thereof. If any Voluntary Payment Contributor subleases or licenses to any third party the right to rent automobiles on or from their Voluntary Payment Parcel, the terms of such sublease or license shall include an obligation on the part of the third party to collect, account for and pay to the Voluntary Payment Contributor, for the account of the County, such Automobile Rental Surcharge.

3. Voluntary Payment Collection.

3.1 Collection of Voluntary Payments. All Voluntary Payments referenced in Section 2 above shall be paid over and remitted to the County or its designee in arrears on a monthly basis not later than fifteen (15) days following the close of each month for deposit into the applicable "Fund" or "Account" as established under the Resolution. Any amounts not paid when due shall bear interest at the highest lawful rate. Each Voluntary Payment shall be the several obligation of each Voluntary Payment Contributor to the extent of its liability calculated in accordance with Section 2 above and as may be further subdivided by conveyance of any portion of the Voluntary Payment Parcels into separate ownership, such that no owner of any portion of a Voluntary Payment Parcel shall be liable for the Voluntary Payment obligation of any other owner. In the event any Voluntary Payment Parcel is subdivided into lots, units, or timeshare estates, the property owners' or condominium association established to administer such subdivided Voluntary Payment Parcel shall be designated as the sole representative of and shall solely be entitled to act on behalf of all owners of subdivided lots, units or timeshare estates within such Voluntary Payment Parcel with regard to any matters related to this Declaration, other than payment of the obligations imposed hereby or consent to Refinancing as provided for in Section 6 below.



3.2 Certification of Amounts. All Voluntary Payments to the County shall be accompanied by a certification of the calculation of amounts owed and all Voluntary Payment Contributors shall keep and maintain at an office in St. Johns County books of account that accurately reflect all consideration paid upon which Voluntary Payments are charged. The County and its designees shall have the right, for a period of two (2) years, to inspect and audit at reasonable times during normal business hours all books of account and make copies thereof for the purpose of reconciling all Voluntary Payments due and payable under the terms of this Declaration.

3.3 Reconciliation. If any such examination or audit conducted by or on behalf of the County shall disclose that any statement submitted by any Voluntary Payment Contributor to the County in accordance with the terms of this Declaration understated the amount of consideration or the amount of Voluntary Payment due and payable to the County to the extent of at least ten percent (10%) thereof, the Voluntary Payment Contributor responsible for such understatement shall reimburse the auditing party for all costs and expense reasonably incurred by them in making such audit. Any Voluntary Payment Contributor who has understated a Voluntary Payment due and payable to the County shall promptly pay to the County or its designee any additional amount of Voluntary Payment due as the result of any determined understatement upon demand by

the County or any other Voluntary Payment Contributor, which amount shall bear interest from the date such liability accrued to the date paid at the highest permissible rate under Florida law.

4. Lien to Secure Payment.

4.1 Lien for Payment of Occupancy Fees. Each Voluntary Payment Contributor liable for payment of Occupancy Fees hereby severally grants to the County, with respect to each Voluntary Payment Parcel which it owns which pursuant to Section 2.1.1 and/or Section 2.1.4 is burdened by the obligation to pay Occupancy Fees, a lien right against each such Voluntary Payment Parcel to secure payment of Occupancy Fees attributable to such Voluntary Payment Parcel which shall run with title to the Voluntary Payment Parcels so encumbered (the "Lien Right"). The Lien Right for payment of Occupancy Fees upon each Voluntary Payment Parcel shall only secure those Occupancy Fees arising as a result of the rental, leasing or letting of the particular Voluntary Payment Parcel to which the Lien Right applies. No lien shall attach to any Voluntary Payment Parcel until such time as payment of an Occupancy Fee is due and not timely made, at which time a Claim of Lien in favor of the County may be recorded and enforced pursuant to Sections 4.2 and 4.3 below. The recorded Claim of Lien shall constitute a lien on the Voluntary Payment Parcel (a "Lien") which Lien shall relate back to and take priority as of the date of recording of this Declaration except as may be specifically subordinated pursuant to

the terms of this Declaration. The Lien shall be prior in right to all liens other than bona fide first mortgages as provided in Section 4.4 below. No Voluntary Payment Contributor may avoid liability for the payment of Occupancy Fees by waiver or by abandonment.

4.2 Enforcement of Lien. If any Occupancy Fees are not paid within fifteen (15) days after the due date, the Lien in favor of the County shall attach and be enforced by recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Voluntary Payment Parcel or subdivided portion thereof subject to the Lien, the name of the applicable Voluntary Payment Contributor, the amount owed and the due date (a "Claim of Lien"). Such Claim of Lien shall include any Occupancy Fees which are due and payable when the Claim of Lien is recorded, and may include Occupancy Fees which may accrue thereafter (but only as and when accrued), plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon. Any Voluntary Payment Contributor, or proposed transferee of a Voluntary Payment Parcel, including mortgagees and other lienholders, may request that the County provide a certificate (an "Estoppel Certificate") as to Occupancy Fees due with respect to such Voluntary Payment Parcel or subdivided portion thereof as of a particular date not to exceed thirty (30) days after the date of the request. Such transferee shall be entitled

to rely on the accuracy of the information set forth in the Estoppel Certificate, shall not be liable for, and the applicable Voluntary Payment Parcel or subdivided portion thereof shall not be subject to enforcement of, any Claim of Lien with respect to Occupancy Fees accrued prior to the effective date set forth in the Estoppel Certificate except for such Occupancy Fees as are listed on the Estoppel Certificate. Upon full payment of all sums secured by such Claim of Lien, the Claim of Lien shall be satisfied of record (and the affected Voluntary Payment Contributor shall pay the cost of such satisfaction) without releasing the continued effectiveness of the Lien Right created under this Agreement as to Occupancy Fees accruing subsequent to the Occupancy Fees stated in the Claim of Lien. Any Claim of Lien must be filed by the County not later than two (2) years after the due date of Occupancy Fees to be enforced by such Claim of Lien.

4.3 Effect of Non-Payment of Voluntary Payments:  
Remedies of County. If any Voluntary Payment is not paid within fifteen (15) days after the due date, the obligation shall bear interest from the due date at the highest lawful rate and the County or its designee may at any time thereafter bring an action to enforce the Lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the delinquent Voluntary Payment Contributor. In the event the County or its designee shall fail to bring such an action for collection

of a delinquent Voluntary Payment within sixty (60) days following receipt of written notice from any other Voluntary Payment Contributor demanding that such proceedings be commenced, such other Voluntary Payment Contributor shall be authorized to institute such proceedings on behalf of the County at its own expense; provided, however, that no Voluntary Payment Contributor may foreclose or extinguish a Claim of Lien filed pursuant to that certain Special Assessment Agreement dated of even date herewith without the County's prior written consent. There shall be added to the amount of such delinquency the cost of collection incurred by or on behalf of the County or such other Voluntary Payment Contributor which shall specifically include, without limitation, reasonable attorneys' fees for trial and appeal.

4.4 Subordination of Lien. The Lien Right, Lien and any Claim of Lien for Occupancy Fees shall be and is hereby subordinated only to:

4.4.1 First Mortgages. The lien of any bona fide first mortgage which is perfected by recording in the St. Johns County public records except as to any Claim of Lien which is recorded in the St. Johns County public records prior to recording of such first mortgage. Such subordination shall apply only to the Lien for Occupancy Fees which shall have become due and payable prior to the sale or transfer of the property subject to the Lien by deed in lieu of foreclosure, pursuant to a decree of foreclosure

or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale, foreclosure or other transfer shall relieve any Voluntary Payment Parcel subject to a Lien from liability for any Occupancy Fees thereafter becoming due nor for the Lien of any such subsequent Occupancy Fees thereafter becoming due; and

4.4.2 Various Declarations. The rights of unit owners or timeshare estate owners or property owners pursuant to a declaration of condominium or covenants (including the Declaration of Covenants and Restrictions Saint Johns-Northwest Commercial, Declaration of Covenants and Restrictions Saint Johns-Northwest Master, and Declaration of Covenants and Restrictions Saint Johns Northwest-Residential recorded as to all or any portion of a Voluntary Payment Parcel (hereinafter collectively referred to as the "Various Declarations"); provided, however, (i) the liens for any charges, assessments or other payments due under the Various Declarations which arise prior to the sale or transfer of the property subject to the Lien by deed in lieu of foreclosure, pursuant to a decree of foreclosure or pursuant to any other proceedings in lieu of foreclosure of the Lien shall be subordinate to the Lien and (ii) no sale, foreclosure or other transfer shall relieve any Voluntary Payment Parcel subject to a Lien from liability from any Occupancy Fees thereafter becoming due nor for the Lien of any such subsequent Occupancy Fees thereafter becoming due; and

4.4.3 Nothing in this Section 4.4 shall affect the personal liability of the Voluntary Payment Contributor. The County agrees to execute and deliver further evidence of such subordination as may be reasonably requested by prospective first mortgage lenders, title insurers or the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

5. Reimbursements from Surplus Fund. As contemplated in the Resolution, certain amounts collected by the County to secure payment of the Convention Center Bonds shall be repaid to the Voluntary Payment Contributors from time to time or applied toward redemption of Convention Center Bonds or any Refinancings thereof all in accordance with §4.6(I) of the Resolution as in effect on the date of this Agreement.

6. Convention Center Bond Refinancing. The obligation for Voluntary Payments shall continue upon any refunding or restructuring (a "Refinancing") of (i) the Convention Center Bonds and (ii) the refunding or restructuring of successor refunding or restructuring bonds, provided, that such refunding or restructuring shall not result in (A) an extension of Voluntary Payments beyond the date of the final maturity of the Convention Center Bonds, (B) an increase in the aggregate debt service which would have been payable over the remaining life of the Convention Center Bonds or (C) an increase of five percent (5%) in the amount of Debt Service Requirement which would have been payable in any Bond Year, all as

set forth on Exhibit F attached hereto ("Final Debt Service Schedule"), without the prior written consent of any party whose Voluntary Payments are pledged toward payment of such extended or increased payments. It is the intent of the parties to this Declaration that no actions will be taken by the County under the Bond Resolution, including the issuance of Additional Bonds or Subordinated Indebtedness (as such terms are defined in the Resolution) or the refunding or restructuring of the Convention Center Bonds which would have the effect of increasing, accelerating or extending amounts payable by any of the Voluntary Payments Contributors beyond those which would be payable under the terms of this Declaration to ultimately fund the applicable Sinking Fund, Reserve Fund or Surplus Fund for, and pay Debt Service on, the Convention Center Bonds as originally issued and any Refinancings thereof in accordance with this Declaration.

7. Hall of Fame Land or Convention Center Land Conveyance.

If the County shall (i) hereafter convey fee simple title to or grant a leasehold interest in the Hall of Fame Land or (ii) convey fee simple title or grant any leasehold interest in the Convention Center Land that is not encumbered by the Hotel Air Rights Easement (for purposes of operation of facilities constructed thereon) to any party other than a governmental agency or authority or political subdivision of the State of Florida or World Golf Village, Inc., the assignee or transferee of such interest in and



to such portion of the Hall of Fame Land or the Convention Center Land shall become a Voluntary Payment Contributor as contemplated under this Declaration and the Lien for Occupancy Fees shall be imposed against that portion of the Hall of Fame Land or Convention Center Land so conveyed. The operation of the Convention Center in a manner consistent with all requirements of the Operating Agreement shall not be deemed a grant of a leasehold interest and shall not activate the provisions of this Section.

8. Miscellaneous.

8.1 Term. The Declaration shall remain in effect until repayment in full of the Convention Center Bonds and any Refinancings thereof, for which Voluntary Payments are pledged for payment, at which time the County shall execute and deliver a recordable release and termination of this Declaration.

8.2 Notice. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Declaration shall be effective and valid only if in writing, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with confirmed receipt or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the

other parties as follows (or to such other place as any party may  
by Notice to the others specify):

TO SJH:

SJH Partnership, Ltd.  
c/o SJ Memphis, Ltd.  
3797 New Getwell Road  
Memphis, TN 38118  
Attention: Louis Baioni  
Phone (901) 369-1500  
Fax (901) 369-1629

cc: William H. Stubblefield, Esq.  
Phone (901) 369-1510  
Fax (901) 369-1626

WITH COPY TO:

Davidson Development, Inc.  
2395 International Golf Parkway  
St. Augustine, FL 32095-8427  
Attention: James E. Davidson, Jr.  
Phone (904) 826-4443  
Fax (904) 826-3226

AND COPY TO:

M. Lynn Pappas, Esq.  
Pappas Metcalf & Jenks, P.A.  
Suite 1400  
200 West Forsyth Street  
Jacksonville, FL 32202  
Phone (904) 353-1980  
Fax (904) 353-5217

TO JOH-LP:

John Q. Hammons Hotels Two, L.P.  
300 John Q. Hammons Parkway  
Suite 900  
Springfield, MO 65806  
Phone (417) 864-4300  
Fax (417) 864-8900

WITH COPY TO:

Stephen I. Burr, Esq.  
Eckert Seamans Cherin & Mellott  
One International Place, 18th Floor  
Boston, MA 02110  
Phone (617) 342-6833  
Fax (617) 342-6899

COUNTY:

St. Johns County, Florida  
County Administrative Building  
4020 Lewis Speedway  
St. Augustine, FL 32095  
Attention: County Administrator  
Phone (904) 354-4444  
Fax (904) 823-2297

VISTANA:

Vistana WGV, Ltd.  
8901 Vistana Centre Drive  
Lake Buena Vista, FL 32821  
Attention: Raymond L. Gellein, Jr., Chairman  
Phone (407) 239-3009  
Fax (407) 239-3198

WITH COPY TO:

Susan Werth, Esq.  
Senior Vice President - Law  
Vistana Development, Ltd.  
701 Brickell Avenue, Suite 2100  
Miami, FL 33131  
Phone (305) 577-3150  
Fax (305) 374-7159

Retail:

WGV Retail, General Partnership  
c/o Wayne L. Bell  
Executive Vice President & General Counsel  
The United Company  
1005 Glenway Avenue  
Bristol, VA 24201  
Phone (540) 645-1444  
Fax (540) 645-1431

WITH COPY TO:

Mark I. Aronson, Esq.  
Eckert Seamans Cherin & Mellot  
Barnett Tower - 18th Floor  
701 Brickell Avenue  
Miami, FL 33131  
Phone (305) 347-3814  
Fax (305) 372-9400

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. In the event any Voluntary Payment Parcel shall be further subdivided as contemplated herein, Notice under this Declaration shall be provided to the condominium or property owners' association established to administer such property. Notwithstanding the foregoing, Notices with respect to nonpayment of any Voluntary Payments shall be provided by mail to the record owner of a Voluntary Payment Parcel, or portion thereof, liable for such payment at the address shown on the then current records of the St. Johns County Property Appraiser.

8.3 Complete Agreement. All prior or contemporaneous agreements, understandings, representations or statements, oral or written between the parties pertaining to this Declaration, are superseded by this Declaration and the Resolution.

8.4 Jurisdiction. This Declaration and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Florida. Any suit in state court shall be brought within St. Johns County, Florida and any federal

suit shall be brought in the Federal District Court for the Middle District, State of Florida, Jacksonville Division.

8.5 No Joint Venture or Partnership. This Declaration is not intended nor shall it be construed to create a joint venture or partnership between the parties and no party shall constitute the agent of the other for any purpose, except as specifically provided for herein.

8.6 No Third Party Beneficiaries. This Declaration constitutes an agreement between JQH-LP, SJH, Vistana, Retail and the County as to all provisions contained herein and their successors and assigns as provided for herein. Notwithstanding anything contained herein to the contrary, this Declaration is not intended nor shall it be construed to create any rights or remedies as to third parties. No party shall constitute a third party beneficiary to the terms of this Declaration.

8.7 Amendments. This Declaration may be amended only by written agreement between the County and the Voluntary Payment Contributors (as the same may exist from time to time) or the representative condominium or property owners association in the case of subdivided properties as set forth in Section 3.1 above.

8.8 Pledged Revenues. The parties hereto acknowledge that upon payment of any Voluntary Payments to the County, such Voluntary Payments are pledged by the County as Pledged Revenues

for the benefit of the Bondholders, as such terms are defined in the Resolution.

8.9 Recording. This Declaration shall promptly be recorded in the public records of St. Johns County, Florida.

8.10 Assignment. The rights and obligations of the Voluntary Payment Contributors shall be deemed assigned and assumed by any successor owner of a Voluntary Payment Parcel or subdivided portion thereof as provided herein. The County shall not assign its rights under this Declaration although the County may delegate collection of Voluntary Payments to the World Golf Village Property Owners Association, Inc. under that certain Service Agreement executed of even date or may otherwise delegate such collection as the County shall determine. Each party hereto consents to the execution and delivery of the Service Agreement between the County and the World Golf Village Property Owners Association, Inc.

8.11 Headings. The descriptive headings of the Sections of this Declaration are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Declaration as of the date first set forth above.

Signed, sealed and delivered in the presence of:

JOHN Q. HAMMONS HOTELS TWO, L.P.  
a Delaware limited partnership

By: JOHN Q. HAMMONS HOTELS, L.P.,  
its general partner

By: JOHN Q. HAMMONS HOTELS,  
INC., its general partner

By: David B. Jones  
David B. Jones  
Its President

(CORPORATE SEAL)

SJH PARTNERSHIP, LTD.,  
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida  
limited partnership, its  
general partner

By: ST. JOHNS HARBOUR, INC.,  
a Florida corporation, its  
general partner

By: Louis Baioni  
Louis Baioni  
Its President

(CORPORATE SEAL)

Kelvin D. Oberndorf  
Print Name Kelvin D. Oberndorf

Suzanne M. Clark  
Print Name SUZANNE M. CLARK

Suzanne M. Clark  
Print Name SUZANNE M. CLARK

Beverly R. Winn  
Print Name Beverly R. Winn

VISTANA WGV, LTD.,  
a Florida limited partnership

By: VISTANA WGV HOLDINGS, INC., its  
sole general partner

*Suzanne M. O'RF*  
Print Name SUZANNE M. O'RF

*Beverly R. Winn*  
Print Name Beverly R. Winn

By: *Raymond L. Collein, Jr.*  
its Chairman

(CORPORATE SEAL) SUSAN WERTH  
Senior Vice President Law

WGV RETAIL, GENERAL PARTNERSHIP, a  
Florida general partnership

By: WGV LINKS, INC., a Florida  
corporation, its general  
partner

*Sharon R. Dalks*  
Print Name SHARON R. DALKS

*Beverly R. Winn*  
Print Name Beverly R. Winn

By: *J. Thomas Fowlkes*  
Its President

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

*Ann D. Suckley*  
Print Name Ann D. Suckley

By: *Donald Jordan*  
Print Name Donald Jordan  
Its Chairman

*Suzanne M. O'RF*  
Print Name SUZANNE M. O'RF

Attest: *Carl "Bud" Markel*  
Carl "Bud" Markel, Clerk



STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 1996, by DAVID B. JONES, President of JOHN Q. HAMMONS HOTELS, INC., a Delaware corporation, as general partner of JOHN Q. HAMMONS HOTELS, L.P., a Delaware limited partnership, as general partner of JOHN Q. HAMMONS HOTELS TWO, L.P., a Delaware limited partnership, on behalf of the partnership.



SUZANNE M. ORR  
MY COMMISSION # CC470894 EXPIRES  
JUNE 12, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

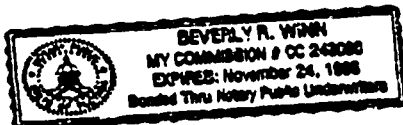
Suzanne M. Orr  
Print Name \_\_\_\_\_  
NOTARY PUBLIC

State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 1996, by LOUIS BAIONI, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Beverly R. Winn  
Print Name \_\_\_\_\_  
NOTARY PUBLIC

State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 28 day of June, 1996, by Sean Weerts the Senior Vice President of Laid ~~the~~ of VISTANA WGV HOLDINGS, INC., the sole general partner of VISTANA WGV, LTD., a Florida limited partnership, on behalf of the partnership.

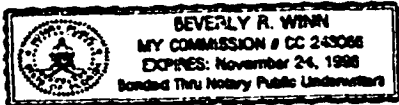


Beverly R. Winn  
Print Name  
NOTARY PUBLIC  
State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 26 day of June, 1996, by J. THOMAS FOWLKES, the President of WGV LINKS, INC., a Florida corporation, general partner of WGV RETAIL, GENERAL PARTNERSHIP, a Florida general partnership, on behalf of the partnership.



Beverly R. Winn  
Print Name  
NOTARY PUBLIC  
State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

O.R. 1185 PG 1888

STATE OF FLORIDA     )  
                              )SS  
COUNTY OF DUVAL     )

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of July, 1996, by DONALD JORDAN, the Chairman of the Board of County Commissioners of ST. JOHNS COUNTY, FLORIDA, on behalf of the Board.



SUZANNE M. ORF  
MY COMMISSION # CC470884 EXPIRES  
JUNE 12, 1999  
RENEWED THREE TIMES FROM DELAWARE, DE.

Suzanne M. Orf  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known ☒ \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT A**

**HOTEL AIR RIGHTS EASEMENT**

Air Rights Easement reserved in favor of JQH-LP in that certain Deed between JQH-LP and the County dated July 24, 1996, as recorded in Official Records Book 1185, page 1160 of the public records of St. Johns County, Florida, as the same may be amended from time to time.

O.R. 1185 PG 1890

**EXHIBIT B**

**INTERSTATE HOTEL LANDS**

# EXHIBIT B

O.R. 1185 PG 1891

## SOUTHEAST QUADRANT PARCEL 10

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 2580.75 FEET; THENCE SOUTH 00°27'50" EAST LEAVING SAID NORTH LINE OF SECTION 14, A DISTANCE OF 564.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL B; THENCE SOUTH 03°44'03" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 00°27'50" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 61.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 970.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 346.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°45'51" WEST AND A CHORD DISTANCE OF 344.48 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 139.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°07'15" WEST AND A CHORD DISTANCE OF 139.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°15'00" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 484.94 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°15'00" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON A NORTHERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL A (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 61°45'00" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 652.08 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°02'43" WEST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 229.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" WEST AND A CHORD DISTANCE OF 75.00 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°27'17" EAST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°45'00" EAST

CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 123.50 FEET; THENCE SOUTH 28°15'25" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.66 FEET; THENCE NORTH 76°54'47" WEST, A DISTANCE OF 52.20 FEET; THENCE NORTH 85°56'35" WEST, A DISTANCE OF 67.28 FEET; THENCE SOUTH 50°13'45" WEST, A DISTANCE OF 43.17 FEET; THENCE SOUTH 09°54'25" WEST, A DISTANCE OF 33.69 FEET; THENCE SOUTH 68°01'35" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 284.33 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 576.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°56'41" WEST AND A CHORD DISTANCE OF 569.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°45'01" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 172.71 FEET; THENCE SOUTH 82°15'17" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°33'56" EAST AND A CHORD DISTANCE OF 116.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°07'08" EAST, A DISTANCE OF 22.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 233.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°03'56" EAST AND A CHORD DISTANCE OF 183.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°15'01" EAST, A DISTANCE OF 37.49 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°18'39" WEST AND A CHORD DISTANCE OF 38.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°52'19" WEST, A DISTANCE OF 45.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°30'02" WEST AND A CHORD DISTANCE OF 34.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°52'15" EAST, A DISTANCE OF 51.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 64.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°25'16" EAST AND A CHORD DISTANCE OF 127.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°01'43" EAST, A DISTANCE OF 20.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°37'52" EAST AND A CHORD DISTANCE OF 57.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH

47°14'01" EAST, A DISTANCE OF 60.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°52'47" EAST AND A CHORD DISTANCE OF 33.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°31'34" EAST, A DISTANCE OF 74.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°20'49" EAST AND A CHORD DISTANCE OF 57.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°10'06" EAST, A DISTANCE OF 55.47 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°33'14" EAST AND A CHORD DISTANCE OF 104.16 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°03'38" EAST, A DISTANCE OF 62.64 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°33'24" EAST AND A CHORD DISTANCE OF 19.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°03'10" EAST, A DISTANCE OF 127.71 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°28'08" EAST AND A CHORD DISTANCE OF 99.58 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°45'53" EAST AND A CHORD DISTANCE OF 55.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 48°38'40" EAST, A DISTANCE OF 52.47 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 105.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°43'42" EAST AND A CHORD DISTANCE OF 104.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°48'44" EAST, A DISTANCE OF 18.99 FEET; THENCE SOUTH 76°59'24" EAST, A DISTANCE OF 43.33 FEET; THENCE SOUTH 86°32'05" EAST, A DISTANCE OF 24.72 FEET; THENCE NORTH 86°09'07" EAST, A DISTANCE OF 63.13 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°04'32" EAST AND A CHORD DISTANCE OF 21.83 FEET TO THE POINT OF BEGINNING.

CONTINUING 15.82 ACRES MORE OR LESS.



O.R. 1185 PG 1894

**EXHIBIT C**

**RESIDENTIAL LAND**

## RESIDENTIAL NORTH PARCEL

A 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°32'10" 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°35'47" 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°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1187.94 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.18 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHERLY LINE OF SOUTH LEGACY TRAIL (A 100 FOOT WIDE HALL OF FAME, GOLF COURSE AND RESIDENTIAL ACCESS EASEMENT), SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 841.36 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 225.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°20'10" WEST AND A CHORD DISTANCE OF 224.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°39'09" WEST CONTINUING ALONG SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 37.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 645.24 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 856.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°17'54" WEST AND A CHORD DISTANCE OF 795.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°14'56" WEST CONTINUING ALONG SAID EASEMENT LINE TO THE NORTHEAST CORNER THEREOF, A DISTANCE OF 54.69 FEET; THENCE NORTH 46°56'45" EAST LEAVING SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 252.77 FEET; THENCE NORTH 76°45'44" EAST, A DISTANCE OF 434.66 FEET; THENCE NORTH 87°59'43" EAST, A DISTANCE OF 413.33 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS 115.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°56'54" WEST AND A CHORD DISTANCE OF 96.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°54'51" EAST, A DISTANCE OF 71.77 FEET; THENCE SOUTH 19°13'00" EAST, A DISTANCE OF 151.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.81 ACRES MORE OR LESS.

## RESIDENTIAL SOUTH PARCEL

A 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°32'10" 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°35'47" 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°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 450.00 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1608.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°02'46" WEST, A DISTANCE OF 581.57 FEET; THENCE NORTH 23°57'14" WEST, A DISTANCE OF 456.48 FEET; THENCE NORTH 09°31'37" EAST, A DISTANCE OF 317.03 FEET; THENCE NORTH 07°16'54" EAST, A DISTANCE OF 526.96 FEET TO A POINT IN THE SOUTHERLY LINE OF SOUTH LEGACY TRAIL (A 100 FOOT WIDE HALL OF FAME, GOLF COURSE AND RESIDENTIAL ACCESS EASEMENT); THENCE SOUTH 45°14'56" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 745.24 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 692.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°53'01" EAST AND A CHORD DISTANCE OF 668.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 09°02'15" EAST LEAVING SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 47.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 287.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 131.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°01'02" WEST AND A CHORD DISTANCE OF 129.88 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 82.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 111.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°47'08" WEST AND A CHORD DISTANCE OF 102.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 74°00'39" WEST, A DISTANCE OF 18.03 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 849.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 382.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°06'13" WEST AND A CHORD DISTANCE OF 370.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 80°13'04" EAST, A DISTANCE OF 79.00 FEET TO A POINT ON

A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 770.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°43'36" EAST AND A CHORD DISTANCE OF 79.15 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°30'00" WEST AND A CHORD DISTANCE OF 23.83 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°02'25" WEST AND A CHORD DISTANCE OF 109.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.33 ACRES MORE OR LESS.

EXHIBIT D

RETAIL LAND

# EXHIBIT D

O.R. 1185 PG 1899

## VILLAGE RETAIL PARCEL I

A 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°32'10" 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°35'47" 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 726.94 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 429.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°04'54" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 397.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°34'54" WEST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 23°55'05" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 481.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°34'54" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

## VILLAGE RETAIL PARCEL II

A 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°32'10" 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°35'47" 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF LINE INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 704.43 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 409.29 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°25'06" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66°04'54" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 397.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°25'06" WEST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 21°04'54" EAST, A DISTANCE OF 83.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

## VILLAGE RETAIL PARCEL III

A 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°32'10" 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°35'47" 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 47.06 FEET; THENCE SOUTH 62°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 451.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68°55'05" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 397.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°25'05" WEST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 66°04'54" EAST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°25'05" EAST AND A CHORD DISTANCE OF 340.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.



## VILLAGE RETAIL PARCEL IV

A 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°32'10" 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°35'47" 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 27.23 FEET; THENCE SOUTH 62°27'01" WEST, LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.53 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 481.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 347.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°34'56" WEST AND A CHORD DISTANCE OF 340.25 FEET TO THE END OF SAID CURVE; THENCE NORTH 23°55'01" WEST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 397.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°34'56" EAST AND A CHORD DISTANCE OF 276.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 68°55'05" EAST, A DISTANCE OF 83.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

O.R. 1185 PG 1903

**EXHIBIT E**

**CONVENTION CENTER LAND**

# EXHIBIT E

## CONVENTION CENTER LAND

O.R. 1185 PG 1904

A 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°32'10" 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°35'47" 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°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST, CONTINUING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 393.35 FEET; THENCE SOUTH 65°27'01" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°51'02" EAST, A DISTANCE OF 142.70 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°37'31" EAST AND A CHORD DISTANCE OF 84.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1041.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 857.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°38'55" WEST AND A CHORD DISTANCE OF 833.63 FEET TO THE END OF SAID CURVE; THENCE NORTH 50°57'13" WEST, A DISTANCE OF 406.57 FEET; THENCE NORTH 07°43'06" EAST, A DISTANCE OF 289.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 481.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 152.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°38'06" EAST AND A CHORD DISTANCE OF 151.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 10°26'53" WEST, A DISTANCE OF 83.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 397.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°53'55" EAST AND A CHORD DISTANCE OF 78.31 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 23°55'18" EAST, A DISTANCE OF 83.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 481.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°11'15" EAST AND A CHORD DISTANCE OF 45.01 FEET; THENCE SOUTH 23°55'05" EAST, A DISTANCE OF 75.63 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 556.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°17'12" EAST AND A CHORD DISTANCE OF 187.62 FEET

215.062/88211.58

TO A POINT ON SAID CURVE; THENCE SOUTH  $46^{\circ}25'05''$  EAST, A DISTANCE OF 153.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 709.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 290.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $31^{\circ}52'08''$  EAST AND A CHORD DISTANCE OF 288.07 FEET; THENCE SOUTH  $69^{\circ}50'38''$  EAST, A DISTANCE OF 200.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.39 ACRES MORE OR LESS.

## EXHIBIT F

ST. JOHNS COUNTY, FLORIDA  
TAXABLE CONVENTION CENTER REVENUE BONDS, SERIES 1996

Debt Service From 07/01/96

Date	Principal	Rate	Interest	Annual D/S
01/01/97			666,778.75	666,778.75
01/01/98			1,333,557.50	1,333,557.50
01/01/99			1,333,557.50	1,333,557.50
01/01/00			1,333,557.50	1,333,557.50
01/01/01	225,000	7.000	1,333,557.50	1,558,557.50
01/01/02	240,000	7.100	1,317,807.50	1,557,807.50
01/01/03	260,000	7.250	1,300,767.50	1,560,767.50
01/01/04	275,000	7.350	1,281,917.50	1,556,917.50
01/01/05	300,000	7.400	1,261,705.00	1,561,705.00
01/01/06	320,000	7.500	1,239,505.00	1,559,505.00
01/01/07	345,000	7.500	1,215,505.00	1,560,505.00
01/01/08	370,000	7.600	1,189,630.00	1,559,630.00
01/01/09	400,000	7.700	1,161,510.00	1,561,510.00
01/01/10	430,000	7.700	1,130,710.00	1,560,710.00
01/01/11	460,000	7.750	1,097,600.00	1,557,600.00
01/01/12	495,000	7.750	1,061,950.00	1,556,950.00
01/01/13	535,000	7.750	1,023,587.50	1,558,587.50
01/01/14	580,000	7.750	982,125.00	1,562,125.00
01/01/15	620,000	7.750	937,175.00	1,557,175.00
01/01/16	670,000	7.750	889,125.00	1,559,125.00
01/01/17	720,000	8.000	837,200.00	1,557,200.00
01/01/18	780,000	8.000	779,600.00	1,559,600.00
01/01/19	845,000	8.000	717,200.00	1,562,200.00
01/01/20	910,000	8.000	649,600.00	1,559,600.00
01/01/21	985,000	8.000	576,800.00	1,561,800.00
01/01/22	1,060,000	8.000	498,000.00	1,558,000.00
01/01/23	1,145,000	8.000	413,200.00	1,558,200.00
01/01/24	1,240,000	8.000	321,600.00	1,561,600.00
01/01/25	1,335,000	8.000	222,400.00	1,557,400.00
01/01/26	1,445,000	8.000	115,600.00	1,560,600.00
Total	16,990,000		28,222,828.75	45,212,828.75
Accrued thru 07/24/96			85,199.51	85,199.51
Net Cost			28,137,629.24	45,127,629.24

Average Coupon 7.919  
Bond Years 355,334.528  
Average Life 20.914

William R. Hough & Co.  
File:FI1 07/10/96 13:41

Public Records of  
St. Johns County, FL  
Clerk# 03-046045  
O.R. 1987 PG 1660  
03:45PM 07/02/2003  
REC \$17.00 SUR \$2.50  
Doc Stamps \$1,729.00

9564  
OC  
Island America  
This Document Prepared By:  
Buschman, Ahern, Persons & Bankston  
2215 South Third Street, Suite 101  
Jacksonville Beach, Florida 32250  
03-0780

Record and Return to:  
Paul Maheu  
1532 Barrington Circle  
St. Augustine, Florida 32092

**SPECIAL WARRANTY DEED**  
(SAINT JOHNS SIX MILE CREEK NORTH UNIT ONE)

**THIS SPECIAL WARRANTY DEED** is made as of the 23rd day of June, 2003, by and between **MORRISON HOMES, INC.**, a Delaware corporation (the "Grantor"), whose mailing address is 101 East Town Place, Suite 700, St. Augustine, Florida, 32092, and Paul Maheu, a single man (the "Grantee"), whose mailing address is 1532 Barrington Circle, St. Augustine, Florida 32092.

**WITNESSETH THAT:**

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and the Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of St. Johns, State of Florida, and more particularly described as follows:

Lot 56, Block 3, **SAINT JOHNS SIX MILE CREEK NORTH UNIT ONE**, according to map thereof recorded in Map Book 37, pages 21 through 44, of the public records of St. Johns County, Florida.

RE Parcel No.: 288003-0160      **SURVEY ATTACHED AS EXHIBIT "B"**

**TOGETHER WITH**, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

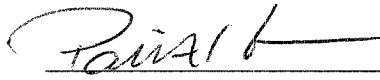
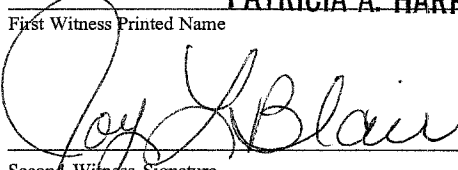
**TO HAVE AND TO HOLD** the same in fee simple forever.

**SUBJECT TO** the matters more particularly described on Exhibit A attached hereto and by this reference made a part hereof, provided this Deed shall no operate to reimpose the same.


AND the Grantor, for itself and its successors, hereby covenants with the Grantee and the Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
First Witness Signature  
PATRICIA A. HARPER  
First Witness Printed Name  
  
Second Witness Signature  
Joy L. Blair  
Second Witness Printed Name

MORRISON HOMES, INC.  
a Delaware corporation


By:   
Chantelle Quick  
Assistant Controller


[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2003, by Chantelle Quick, Assistant Controller of Morrison Homes, Inc., a Delaware corporation, who is personally known to me.

 Patricia A Harper  
My Commission DD094746  
Expires February 24, 2006

  
NOTARY PUBLIC  
Notary's Printed Name: \_\_\_\_\_

(SEAL)

## EXHIBIT A

## PERMITTED EXCEPTIONS

## (Saint Johns Six Mile Creek North Unit One)

1. Ad valorem taxes and assessments for the year 2003, and subsequent years.
2. Any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
3. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, and as further modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, and as further modified by Modification of Saint Johns DRI/Development Order under Resolution 98-179 and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, further modified by Modification of Saint Johns DRI/Development Order Modification under Resolution 99-20, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1388, page 1323, and as further modified by Saint Johns DRI Six Mile Creek Parcel Master Development Plan Modification under Resolution 99-173, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983, all of the public records of St. Johns County, Florida; and Allocation of Development Rights dated July 20, 1998 between SJH Partnership, Ltd., Dunavant Enterprises, Inc., and SJ Land Associates, LLC, as recorded on July 21, 1998, in Official Records Book 1335, page 340, of the Public Records of St. Johns County, Florida.
4. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596, Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590; and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.



7. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
8. Declaration of Covenants, Easements and Restrictions Six Mile Creek North dated December 30, 1998, recorded in Official Records Book 1374, page 1850; and First Amendment To Declaration of Covenants and Restrictions for St. Johns-Six Mile Creek North recorded May 24, 1999 in Official Records Book 1411, page 1308; and Supplementary Declaration of Covenants and Restrictions for Saint Johns-Six Mile Creek North and Amendment recorded in Official Records Book 1460, page 1305, all of the public records of St. Johns County, Florida.
9. Declaration of Covenants, Easements and Restrictions for Six Mile Creek Parcel dated December 30, 1998, recorded in Official Records Book 1374, page 2006, of the public records of St. Johns County, Florida.
10. Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement recorded in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.
11. Matters shown on Plat of Saint Johns Six Mile Creek North Unit 1, as recorded in Map Book 37, pages 21 through 44, of the public records of St. Johns County, Florida.
12. Impact Fee Credit Agreement, Public Capital Facilities Impact Fees, recorded in Official Records Book 1458, page 498, public records of St. Johns County, Florida.
13. Easements (Lake and Drainage System), as set forth in Special Warranty Deed (Six Mile Creek Central Parcel Phase I) to Kernan Mill, Inc., recorded December 17, 1999 in Official Records Book 1462, page 278, of the public records of St. Johns County, Florida. [Note: Limited to Stormwater Drainage System.]
14. Declaration of covenants and restrictions for Six Mile Creek North residential Lots, recorded in Official records Volume 1479, page 970 of the public records of St. Johns County, Florida.
15. Terms, conditions, covenants and restrictions recorded in Warranty Deed between SJ Land Associates, LLC, a Delaware limited liability corporation and Morrison Homes, Inc., a Delaware corporation recorded in Official Records 1509, page 926 of the public records of St. Johns County, Florida.
16. Title to that portion of subject property lying below the mean or ordinary high water mark of lake are hereby excepted.
17. Riparian, littoral rights are neither guaranteed nor insured.
18. Other covenants, restrictions, easements and reservations of record, if any.
19. Zoning and other regularity laws and ordinances affecting the Property.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET - SUITE 1400  
JACKSONVILLE, FL 32202-4327

Public Records of  
St. Johns County, FL  
Clerk# 00-028964  
O.R. 1509 PG 926  
11:19AM 07/07/2000  
REC \$61.00 SUR \$8.00  
Doc Stamps \$3,045.00

### **SPECIAL WARRANTY DEED**

**[LOTS 10, 13, 14, 72, 73 & 74, BLOCK 3, AND LOTS 11, 15, & 24, BLOCK 5,  
SIX MILE CREEK NORTH UNIT ONE]**

THIS SPECIAL WARRANTY DEED is made and executed as of the 5<sup>th</sup> day of July, 2000, by SJ LAND ASSOCIATES, LLC, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 824 Market Street, Suite 900, Wilmington, Delaware, 19801, to MORRISON HOMES, INC., a Delaware corporation (hereinafter called "Grantee"), whose address is 151 Southhall Land, Maitland, Florida 32751.

### **WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit A attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on Exhibit B attached hereto and made a part hereof.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances set forth on Exhibit B) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth on Exhibit B) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

#### **1. RESERVATIONS OF GRANTOR.**

**1.1 Easement for Maintenance Purposes.** Grantor reserves for itself, the Saint Johns - Six Mile Creek North Property Owners Association, Inc. (the "Association"), its agents, employees, successors or assigns, a non-exclusive and perpetual easement in, on, over and upon the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving forested areas, marsh areas, lakes, hammocks, wetlands, wild life preserves, conservation areas or any other areas, the maintenance of which is required or allowed by separate agreement with

Grantee, to be performed by Grantor or the Association or as to which Grantee has failed to perform its maintenance functions in accordance with the covenants and restrictions applicable to the Property.

**1.2 Drainage Easement.** Grantor hereby grants to Grantee for the benefit of the Property, a perpetual and non-exclusive easement over and upon certain portions of the Six Mile Creek North Parcel, as such term is defined in the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North more particularly described in Section 3.1.1 hereof, for the purposes and subject to the terms and conditions set forth herein. Grantor hereby reserves to itself and the Association, for the benefit of the Six Mile Creek North Parcel and its owners, as they may exist from time to time, a perpetual and non-exclusive easement over and upon the Property for the purposes and subject to the terms and conditions set forth herein. The foregoing easements shall be for the use and operation of a lake and drainage system, together with a non-exclusive perpetual right and easement to connect to and use the drainage system as the same shall be located upon the Six Mile Creek North Parcel or the Property or any replacement thereof. The drainage system shall consist of a series of interconnected lakes and drainage improvements, all as more particularly described in the Surface Water Permits, as such term is defined in Section 2 hereof (the "Drainage System"). The easements granted and reserved herein shall include a perpetual right to use the Drainage System and the easements herein reserved to Grantor shall include the right to perform all maintenance and repair of the Drainage System necessary in the judgment of Grantor or the Association to use and operate the Drainage System in accordance with the standards set forth in Section 3.1 hereof. Grantor hereby reserves for itself and grants to the Association, a perpetual non-exclusive easement over the Property for ingress and egress at all times for purposes of maintenance of the Drainage System, for inspecting and testing the water level and water quality of the Drainage System and otherwise to exercise the rights and obligations of Grantor and the Association set forth herein.

**1.3 Drainage Maintenance Easement.** Grantor specifically reserves for itself and the Association a perpetual non-exclusive easement for ingress and egress to portions of the Drainage System within the Property, within fifteen (15) feet in width around the perimeter of any lake constituting a portion of the Drainage System within the Property, measured from the normal high water line of such lake, and within any drainage easement depicted on any plat of the Property for ingress and egress and for the purpose of maintenance of lake areas, including, but not limited to, ingress and egress by vehicles necessary for the dredging of lakes and other equipment or vehicles necessary to maintain the Drainage System in accordance with the standards established in Section 3.

**1.4 Utility and Landscape Easements Reserved.** Grantor hereby reserves to itself, the Association and future utility companies designated by Grantor to serve the Six Mile Creek North Parcel for the benefit of the Six Mile Creek North Parcel, a non-exclusive and perpetual easement over and upon all portions of the Property designated by any plat thereof as utility, drainage or maintenance easements, for the purposes of construction, installation, operation and maintenance of utility lines, conduits and improvements including, but not limited to, water and sewer service, electric service, gas lines, telephone lines and landscaping and associated irrigation lines and equipment.

**1.5 Miscellaneous.** The easements granted and reserved in Sections 1.1 through 1.4 above may be reduced at the request of either party to include only the actual lakes, water bodies, canal areas and other property constituting part of the Drainage System or upon which drainage facilities or utility improvements are located, together with reasonable access to such lakes, water bodies, canals and utility improvements or common areas for the purposes of the easements herein provided. In order to reduce the easement area, the requesting party shall obtain a survey and legal description of the Drainage System and actual or intended location of utility or road improvements and reasonable access to the Drainage System and utility improvements or common areas and upon approval of such survey by the other parties, Grantor, the Association, and Grantee shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same. Further, notwithstanding any provision hereof to the contrary, the Developer shall have the right to release in whole or in part any easement reserved hereby or on any plat of the Property for the benefit of the Developer or the Association.

**1.6 Restoration and Repair.** Any party entering upon the property of another in the exercise of the easement rights granted herein shall hold harmless and indemnify the other for any loss, cost, damage or expense suffered by such property owner and resulting directly from the activities of such other party in the exercise of its easement rights. Any property disturbed in the exercise of the easement rights granted shall be restored as soon as reasonably practical following such activity to its previously existing condition by the party performing such activity.

## **2. PERMIT COMPLIANCE.**

**2.1 Permits.** The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Saint Johns DRI, Saint Johns Planned Unit Development Ordinance No. 91-37, as modified ("Six Mile Creek PUD") and in the following permits: Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fill Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0120C (the "Conceptual MSSW Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0122M (the "MSSW Permit"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit"). The ACOE Permit, Conceptual MSSW Permit, MSSW Permit, and DER Dredge Fill Permit as the same may be modified or substituted from time to time by Grantor are collectively referred to below as the "Surface Water Permits." Grantee shall comply with all applicable provisions of the Saint Johns DRI, Six Mile Creek PUD, and Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Property. Grantee shall hold harmless and indemnify Grantor from loss, cost, damage or expense incurred by Grantor and arising as a result of a violation by Grantee of the requirements of the Saint Johns DRI, Six Mile Creek PUD, or Surface Water Permits.

## **3. PROPERTY MAINTENANCE AND USE RESTRICTIONS.**

**3.1 Drainage System.** Grantee shall not modify any portion of the Drainage System nor alter the flow of drainage within the Drainage System unless such modifications have been approved

by Grantor and the Association. Grantor may effect relocation of the drainage easements as provided for in Section 1.2 above provided that, as to the Property, any such relocation shall not interfere with vertical structures located within the Property. The cost of any such relocation shall be borne by Grantor.

**3.1.1** Grantor or the Association shall, at all times, maintain, keep in good repair and operate the Drainage System in accordance with all applicable laws, rules, standards, regulations and orders of governmental agencies having jurisdiction over the Drainage System, subject to the obligations of Grantee under the terms hereof at the standard of maintenance provided for in the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North, as recorded in Official Records Book 1374, Page 1850, of the Public Records of St. Johns County, Florida (the "Declaration"), as amended.

**3.1.2** The cost and expense of maintenance of the Drainage System to be performed by Grantor or the Association shall be assessed to all property owners within the Six Mile Creek North pursuant to the Declaration.

**3.1.3** Any structures or improvements constructed upon the Property shall be maintained by Grantee so as to allow for the continued uninterrupted flow of surface water through the Drainage System. If any such improvements shall result in obstruction of the Drainage System, Grantor or the Association shall have the right and easement to enter upon such property to clear the obstruction and the cost of such maintenance shall be borne by the owner of such property.

**3.2 Obligations with Regard to Surface Water Run-Off.** Grantee acknowledges that the maintenance of water quality within water bodies constituting part of the Drainage System is both necessary and desirable to preserve the values of the property surrounding such water bodies and to comply with statutes, rules and regulations of agencies having jurisdiction over the water bodies. As a result, drainage flow from the Property shall not be obstructed or diverted from the easements contained herein for purposes of the Drainage System. Further, owners of the Property abutting the Drainage System shall be prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinary siltation within water bodies or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water through the Drainage System or creating unsightly conditions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner of the Property abutting the Drainage System shall be determined to be responsible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake edge areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by Grantor or the Association in connection with the performance of its maintenance of the Drainage System and such sums shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the

responsible upland owner within the Property shall undertake repairs or reconstruction of its upland property or shall permit such repairs or reconstruction to be undertaken on its property by Grantor or the Association at the expense of such responsible upland owner.

**3.3 Lake Edge Maintenance and Lake Use.** Only Grantor or the Association shall have the right to pump or otherwise remove or to authorize removal of any water from any water bodies constituting part of the Drainage System for the purpose of irrigation or other use or to place any objects in such water bodies. Without the prior consent of Grantor and the Association, no gas or diesel driven boats shall be permitted to be operated in any water bodies constituting part of the Drainage System. All platted lots ("Lots") or other parcels located within the Property which now or hereafter are adjacent to or include a portion of a water body constituting part of the Drainage System (the "Lake Parcel(s)") shall be maintained by the owner of such property so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankments shall not be changed without the prior written consent of Grantor or the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any Lake Parcel in a manner consistent with Section 5.4 hereof. If the property owner of any Lake Parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with this provision, Grantor, or the Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the owner of such Lake Parcel, which shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest permissible rate under Florida law. Title to any Lake Parcel shall not include ownership of riparian rights associated therewith, which riparian rights shall remain the property of Grantor or the specific assignee of such rights. No docks, bulkheads or other structures shall be constructed on any embankments of Lake Parcels unless or until the same has been approved by Grantor.

#### **4. RESERVATION OF ARCHITECTURAL CONTROL BY GRANTOR.**

**4.1 Improvements.** In order to maintain consistency and harmony of any improvements constructed within the Property with the general architectural scheme for improvements to be constructed within the Six Mile Creek North Parcel, no structure or improvement, including, without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems, signage, object or treatment, or other structures or improvements shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration therein be made until the plans, specifications and locations of the same shall have been submitted to and approved by Grantor. Grantor's review of such construction shall be with reference to such development criteria as Grantor may establish for the Property from time to time (the "Development Criteria").

**4.2 Submission.** Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvement or structure proposed upon any portion of the Property, signed by the owner thereof and contract vendee, if any. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require

submission of samples of building materials (if not previously approved by Grantor) proposed for use on any portion of the Property, and may require such additional information as reasonably may be necessary to completely evaluate the proposed structure or improvements.

**4.3 Approvals.** Approval or disapproval of applications to Grantor shall be given to the applicant in accordance with the procedures stated in the Development Criteria. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, the following: (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects or dangerous conditions in the improvements.

## **5. USE RESTRICTIONS.**

**5.1 Use and Height Restrictions.** Grantee shall occupy and use the Property solely for the construction, marketing and sale of single family homes. Improvements constructed upon the Property shall not exceed a height of thirty-five (35) feet.

**5.2 Minimum Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand eight hundred (1800) square feet.

**5.3 No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Grantor.

**5.4 Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

**5.4.1** A detailed landscaping plan for each Lot must be submitted to and approved by the Grantor prior to initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or the normal water line of each lake where such Lot abuts a roadway and/or lake.

**5.4.2** Subsequent to approval by the Grantor of landscaping plans submitted pursuant to Section 5.4.1 above, Grantee shall be obligated to complete the landscaping of each Lot in accordance with such plans upon the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Grantor or the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans at the expense of the owner of the Lot. Grantor and the Association shall be entitled to a lien against the Lot in an amount equal to the cost

to complete landscaping on such Lot which lien may be enforced in the same manner as construction liens are enforced under the laws of the State of Florida.

**5.5 Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Grantor and in an area designated by the Grantor.

**5.6 Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

**5.7 Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Grantor in accordance with Development Criteria imposed by the Grantor from time to time.

**5.8 Insurance and Casualty Damages.** Each Lot owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Deed. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, building placement and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

**5.9 Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Grantor.

**5.10 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Grantor.

**5.11 Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Grantor.



**5.12 Lighting.** No lighting shall be permitted which alters the residential character of the Property.

**5.13 Animals.** Dogs shall be kept under control by each Lot owner at all times and leashed when outside the boundaries of the owner's Lot. Animals shall be kept for the pleasure of Lot owners only and not for any commercial or breeding use or purposes. Fencing for the containment of dogs on individual Lots is required and shall be restricted to the use of electronic border devices. If, in the discretion of the Grantor, any animal shall become dangerous or an annoyance or nuisance to other owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other owners, or destructive to wildlife or property, the Grantor shall have the right to require the applicable owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Grantor shall specify.

**5.14 Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Grantor or the Association, or their respective agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Grantor or the Association distracts from the overall beauty and safety of the Property at the expense of the owner of the Lot. Grantor and the Association shall be entitled to a lien against the Lot in an amount equal to the cost of such maintenance which may be enforced in accordance with the provisions of Section 5.4 hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

**5.15 Fences.** Except as approved by Grantor as part of the initial construction of a residence, or as subsequently approved by the Grantor or the Association, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

**5.16 Maintenance of Driveways.** Each Lot owner shall be responsible for maintenance of the driveway serving such owner's Lot.

**5.17 PUD/DRI Compliance.** Due to the integrated nature of the Property and the Six Mile Creek North Parcel under the terms of the Saint Johns DRI and Six Mile Creek PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which

would result in a modification of the terms and provisions of the Saint Johns DRI or Six Mile Creek PUD without the prior written consent of Grantor.

**5.18 Underground Utilities.** All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

**5.19 Compliance with Laws.** Grantee will comply, at its expense, with the terms of the Saint Johns DRI and Six Mile Creek PUD, and all environmental, land sales, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.

**5.20 No Implication.** None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property. This Section shall not apply to the easements specifically granted to Grantee pursuant to Section 1 of this Deed.

**5.21 No Resubdividing.** It is specifically understood and agreed that Grantee, its successors and assigns, shall not plat, replat or subdivide any unimproved portion of the Property for development purposes nor transfer or convey any interest in an unimproved portion of the Property for development purposes without the prior written consent of Grantor. Grantor's right to approve any purchaser is necessary to ensure that the proposed use of the Property by any purchaser and its operation will be consistent with the quality of development and operation of the Six Mile Creek North Parcel and that any development will conform to the requirements of this Agreement. Based on the foregoing factors, Grantor will not unreasonably withhold its approval to any such sale, transfer or conveyance.

## **6. MISCELLANEOUS.**

**6.1 Successors and Assigns.** The easement rights, covenants and restrictions contained herein shall run with the title to the Property and be binding upon Grantee and all subsequent owners of the Property, or any Lots or other portions of the Property. The easement rights contained in Section 1.2 above shall be binding upon Grantor and all owners of any portion of the Drainage System located within the Six Mile Creek North Parcel.

**6.2 Amendment.** Upon the approval of the Board of Directors of the Association and the owners of two-thirds (2/3) of the Lots located within the Property, the terms and provisions of this deed may be amended. Any such amendment shall certify that such approval has been given and shall be executed by the President or Vice President of the Association and recorded in the public records of St. Johns County, Florida.

**6.3 Remedies for Default.** The covenants, conditions and easements contained herein constitute obligations running with title to the Property and shall be enforceable by the Grantor, the

Grantee, the Association, and all owners of Lots or other portions of the Property. Unless a specific period of time otherwise is herein stated, the provisions hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof, at which time the provisions hereof shall be automatically extended for successive ten (10) year intervals, unless the Board of Directors of the Association and the owners of two-thirds (2/3) of the Lots located within the Property shall approve the termination of all provisions of this Deed, which termination shall be evidenced by an instrument containing a certification that such approval was given, and executed by the President or Vice President of the Association and recorded in the public records of St. Johns County, Florida. To the extent that any party bound hereby shall default in such party's obligations pursuant to the terms of this Deed, the other parties entitled to enforce the provisions hereof shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

**6.4 Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

**6.5 Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

**6.6 Platted Lots and Final Development Plan.** Notwithstanding anything contained herein to the contrary, the terms and provisions of Sections 1.2, 1.4 and 3.1 concerning drainage and utility easements and maintenance of the Drainage System shall not constitute an encumbrance upon title to any Lot within the Property, except to the extent that easements for drainage or utility purposes are (i) specifically located upon the plat affecting such Lot recorded in the public records of St. Johns County, Florida, or (ii) incorporated in the Declaration.

**6.7 Assignment of Rights.** Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other corporation, association or person, without the consent or joinder of any other party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned, except those which shall have accrued prior to such assignment.

**6.8 No Third Party Beneficiaries.** This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties other than the Association, or other than to the extent specifically provided for herein.

0R1509P60936

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Signed, sealed and  
delivered in the  
presence of:

SJ LAND ASSOCIATES, LLC, a Delaware  
Limited Liability Company

By: SJ LAND COMPANY, its managing  
member

Laura Ashcroft  
Name Printed: Laura Ashcroft

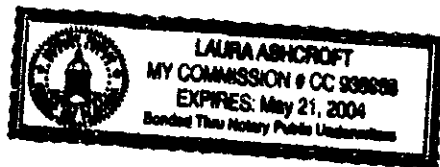
By: JAMES E. DAVIDSON, JR.  
Executive Vice President  
Administration and Development

Quetta M. Hampton  
Name Printed: Quetta M. Hampton

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF St. Johns )SS

The foregoing instrument was acknowledged before me this 30 day of June, 2000, by JAMES E. DAVIDSON, JR., the Executive Vice President of Administration and Development of SJ LAND COMPANY, a Delaware corporation, the sole member of SJ Land Associates, LLC, a Delaware limited liability company, on behalf of the company.



Laura Ashcroft  
(Print Name Laura Ashcroft)  
NOTARY PUBLIC, State of  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

0R1509PG0937

GRANTEE:

MORRISON HOMES, INC., a  
Florida corporation

Janine Martin  
Name Printed: JANINE MARTIN

Katie Thompson  
Name Printed: KATIE THOMPSON

By: Mark Baku  
Name Printed: Mark Baku  
Title: Controller

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF ORANGE )SS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JUNE, 2000, by  
MARK BAKU the CONTROLLER of  
MORRISON HOMES, INC., a Delaware corporation, on behalf of the corporation.



Katie Thompson  
(Print Name KATIE THOMPSON)  
NOTARY PUBLIC, State of  
FLORIDA at Large  
Commission # CC 688807  
My Commission Expires: 10/15/01  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

0R1509P60938

**EXHIBIT "A"**

**Lots 10, 13 and the Southerly one (1) foot of Lot 12 which adjoins and is contiguous to Lot 13, 14, 72, 73 & 74, Block 3, and Lots 11, 15, & 24, Block 5, of Saint Johns Six Mile Creek Unit One, according to plat thereof recorded in Plat Book 37, pages 21 through 44, of the public records of St. Johns County, Florida. ("Property")**

**EXHIBIT B****PERMITTED EXCEPTIONS****[SIX MILE CREEK NORTH UNIT ONE]**

1. Ad valorem taxes and assessments required to be paid in the year of closing, and subsequent years.
2. Any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
3. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, and as further modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, and as further modified by Modification of Saint Johns DRI/Development Order under Resolution 98-179, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, further modified by Modification of Saint Johns DRI/Development Order Modification under Resolution 99-20, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1388, page 1323, and as further modified by Saint Johns DRI Six Mile Creek Parcel Master Development Plan Modification under Resolution 99-173, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983, all of the public records of St. Johns County, Florida; and Allocation of Development Rights dated July 20, 1998 between SJH Partnership, Ltd., Dunavant Enterprises, Inc., and SJ Land Associates, LLC, as recorded on July 21, 1998, in Official Records Book 1335, page 340, of the Public Records of St. Johns County, Florida.
4. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.

6. **Impact Fee Credit Agreement (Road Impact Fees)** as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596; Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590 and Addendum To Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826. all of the Public Records of St. Johns County, Florida.
7. **Impact Fee Credit Agreement (Park Impact Fees)** as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
8. **Declaration of Covenants, Easements and Restrictions Six Mile Creek North** dated December 30, 1998, recorded in Official Records Book 1374, page 1850; and **First Amendment To Declaration of Covenants and Restrictions for St. Johns-Six Mile Creek North** recorded May 24, 1999 in Official Records Book 1411, page 1308; and **Supplementary Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North and Amendment** recorded in Official Records Book 1460, page 1305, all of the public records of St. Johns County, Florida.
9. **Declaration of Covenants, Easements and Restrictions Six Mile Creek Parcel** dated December 30, 1998, recorded in Official Records Book 1374, page 2006, of the public records of St. Johns County, Florida.
10. **Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement** recorded in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.
11. **Matters shown on plat of Saint Johns Six Mile Creek North Unit I** recorded in Plat Book 37, page 21 through 44, of the public records of St. Johns County, Florida.
12. **Impact Fee Credit Agreement, Public Capital Facilities Impact Fees**, recorded in Official Records Book 1458, page 498, public records of St. Johns County, Florida.
13. **Easements (Lake and Drainage System)** as set forth in **Special Warranty Deed (Six Mile Creek Central Parcel Phase I)** to Kernan Mill, Inc., recorded December 17, 1999 in Official Records Book 1462, page 278 of the public records of St. Johns County, Florida. [Note: Limited to Stormwater Drainage System]



2  
4  
THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE - SUITE 400  
JACKSONVILLE, FLORIDA 32202-4926

**SPECIAL WARRANTY DEED**  
**(Six Mile Creek North Lots)**

**THIS SPECIAL WARRANTY DEED** is made as of the 15<sup>th</sup> day of December, 2004, by and between **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Grantor"), whose mailing address is 824 Market Street - Suite 900, Wilmington, Delaware 19801, and **LEGACY BUILDERS OF NORTH FLORIDA, INC.**, a Florida corporation (the "Grantee"), whose mailing address is One San Jose Place - Suite 14A, Jacksonville, Florida 32257, and whose federal taxpayer identification number is 59-3429018..

**WITNESSETH THAT:**

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and the Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of St. Johns, State of Florida, and more particularly described as follows:

Lots 51 and 54, Block 7 and Lot 4, Block 10, Saint Johns Six Mile Creek North Unit 1, according to the plat thereof recorded in Map Book 37, pages 21 through 44, of the public records of St. Johns County, Florida ("Property").

RE Parcel No.: 288007-0510; 288007-0540; and 288010-0040.

**TOGETHER WITH**, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

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

**SUBJECT TO** the matters more particularly described on Exhibit A attached hereto and by this reference made a part hereof; provided this Deed shall not operate to reimpose the same.

**AND** the Grantor, for itself and its successors, hereby covenants with the Grantee and the Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Sharon L. King  
Name Printed: SHARON L. KING

Laura Longhitano  
Name Printed: Laura Longhitano

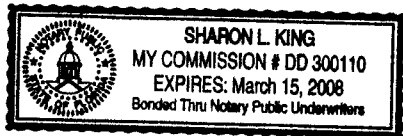
STATE OF FLORIDA           )  
  ) SS  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this 15 day of December, 2004, by James E. Davidson, Jr., the Executive Vice President - Development and Administration of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.

**SJ LAND ASSOCIATES, LLC**, a Delaware  
limited liability company

By: [Signature]  
James E. Davidson, Jr.  
Executive Vice President - Development  
and Administration

[CORPORATE SEAL]



Print Name: SHARON L. KING  
NOTARY PUBLIC, State of Florida at Large  
Commission # DD 300110  
My Commission Expires: MARCH 15, 2008  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**  
**(Saint Johns Six Mile Creek North Unit 1)**

1. Ad valorem taxes and assessments required to be paid in the year of closing, and subsequent years.
2. Any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
3. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, as further modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, Notice Of DRI/Development Order Modification, to the Saint Johns Development of Regional Impact Development Order on January 26, 1999, under Resolution 99-20 recorded in Official Records Book 1388, page 1323; as further modified by Modification of Saint Johns Development of Regional Impact Development Order under Resolution 99-173 on November 9, 1999, Notice of DRI/Development Order Modification recorded in Official Records Book 1459, page 983, as further modified by Modification of Saint Johns Development of Regional Impact Development Order under Resolution 2002-53 on March 26, 2002 and Notice of DRI/Development Order Modification recorded in Official Records Book 1746, page 1893, Amended and Restated Saint Johns Development of Regional Impact Development Order under Resolution 2003-116 adopted on June 17, 2003 and Notice of DRI/Development Order Modification recorded in Official Records Book 1989, page 1917, and Notice of DRI/Development Order Modification recorded in Official Records Book 2233, page 424; and Allocation of Development Rights dated July 20, 1998 between SJH Partnership, Ltd., Dunavant Enterprises, Inc., and SJ Land Associates, LLC, as recorded on July 21, 1998, in Official Records Book 1335, page 340, of the Public Records of St. Johns County, Florida.
4. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.
6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596, Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590, Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826; and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1563, page 800; and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 2107, page 1420, all of the Public Records of St. Johns County, Florida.

7. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
8. Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) as contained in the instrument, recorded December 1, 1999 in Official Records Book 1458, page 498, of the public records of St. Johns County, Florida.
9. Declaration of Covenants, Easements and Restrictions Six Mile Creek North dated December 30, 1998, recorded in Official Records Book 1374, page 1850; First Amendment to Declaration of Covenants and Restrictions for Saint Johns-Six Mile Creek North recorded May 24, 1999 in Official Records Book 1411, page 1308; Supplementary Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North and Amendment recorded in Official Records Book 1460, page 1305; and Second Amendment to Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North recorded in Official Records Book 2148, page 1120; ; as supplemented by Supplemental Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North recorded in Official Records Book 2243, page 390; Supplemental Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North recorded in Official Records Book 2293, page 1844; and Supplemental Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North recorded in Official Records Book 2298, page 788, all of the public records of St. Johns County, Florida.
10. Declaration of Covenants, Easements and Restrictions for Six Mile Creek North Residential Lots, dated March 2, 2000, recorded in Official Records Book 1479, page 970; First Amendment thereto recorded in Official Records Book 1809, page 1101 and Second Amendment thereto recorded in Official Records Book 2148, page 1117; , as supplemented by Supplemental Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North Residential Lots recorded in Official Records Book 2293, page 1850; and Supplemental Declaration of Covenants and Restrictions for Saint Johns – Six Mile Creek North Residential Lots recorded in Official Records Book 2298, page 794, all of the public records of St. Johns County, Florida.
11. Declaration of Covenants, Easements and Restrictions Six Mile Creek Parcel dated December 30, 1998, recorded in Official Records Book 1374, page 2006, of the public records of St. Johns County, Florida, as amended and supplemented.
12. Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement recorded in Official Records Book 1384, page 1780 of the public records of St. Johns County, Florida.
13. Easement (Lake and Drainage Systems) as recorded in Official Records Book 1462, page 278 of the public records of St. Johns County, Florida.
14. Matters shown on Plat of Saint Johns Six Mile Creek North Unit One, as recorded in Map Book 37, pages 21 through 44, inclusive, of the public records of St. Johns County, Florida.
15. Educational Facilities Impact Fees as referenced in that certain unrecorded Letter Agreement dated January 31, 2001 between St. Johns County School District and SJ Land Associates, LLC.
16. Other covenants, restrictions, easements and reservations of record, if any.

17. Zoning and other regularity laws and ordinances affecting the Property.
18. Riparian rights of others, if any.

**EASEMENT FOR UTILITIES**

*Res 2011-230*

THIS EASEMENT executed and given this 12<sup>th</sup> day of July, 2011 by **SAINT JOHNS SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, Inc.**, a Florida non profit corporation, with an address of, c/o May Management Services, Inc., 5455 A1A South, St. Augustine FL 32080, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system & sewer force mains and all other equipment and appurtenances as may be necessary for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area is described on Exhibit "B", attached hereto. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove

telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, Grantee shall also

be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
CREEKOUTHEAST  
 In the presence of:

SAINT JOHN'S SIX MILE  
NORTH PROPERTY  
OWNERS' MASTER ASSOCIATION,  
INC.

Laura Qualantone  
 Witness

By: [Signature]  
 Its: Board President

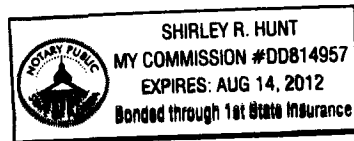
Laura Qualantone  
 Print Name

Jackie Daif  
 Witness

Jackie Daif  
 Print Name

State of Florida  
 County of St. Johns

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2011, by Shan Morton who is personally known to me or has produced Florida D.L. as identification.



Shirley R. Hunt  
 Notary Public  
Shirley R. Hunt



EXHIBIT "A" to Easement

EASEMENT AREA

The Easement area granted by this document shall include TRACT 2A within the plat of SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, as recorded in Map Book 37 Pages 21-44 of the public records of St. Johns County, Florida.

Exhibit "B" to Easement

INGRESS/EGRESS AREA

The west ten feet of Tract 2C, the east ten feet of Tract 2B and the right-of-way of Registry Boulevard from the intersection of Pacetti Road to the west thirty feet of Tract 2A, all within the plat of SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, as recorded in Map Book 37 Pages 21-44 of the public records of St. Johns County, Florida.

Public Records of  
St. Johns County, FL  
Clerk# 01-014235  
O.R. 1582 PG 781  
12:16PM 04/02/2001  
REC \$217.00 SUR \$27.50  
Doc Stamps \$0.70

1721  
#9211  
34  
Work Order No.: \_\_\_\_\_  
Sec. \_\_\_\_\_, Twp \_\_\_\_\_ S. Rge \_\_\_\_\_ E  
Parcel I.D. # \_\_\_\_\_  
(Maintained by County Appraiser)

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

GARY B. DAVENPORT, ESQUIRE  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET, SUITE 1400  
JACKSONVILLE, FL 32202-4327

### EASEMENT

The undersigned, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and give to Florida Power & Light Company, its licensees, agents, successor and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" attached hereto and by this reference  
made a part hereof.

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution.

00062322.WPD / 932.00145  
SIX MILE UNIT ONE & TWO - TRANSFORMERS,  
SWITCHGEARS, CABINETS AND FEEDER CABLE

0R1582PG0732

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument  
this 19 day of March, 2001.

Signed, sealed and  
delivered in the  
presence of:

**SJ LAND ASSOCIATES, LLC.**, a Delaware limited  
liability company

By: **SJ LAND COMPANY**, its managing member

Laura Ashcroft  
Print: Laura Ashcroft  
Anita M. Hampton  
Print: Anita M. Hampton

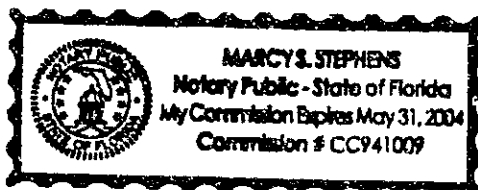
By:

James E. Davidson, Jr.  
Executive Vice President  
Development Administration

[CORPORATE SEAL]

STATE OF Florida )  
COUNTY OF St. Johns ) SS

The foregoing instrument was acknowledged before me this 19 day of March, 2001, by **JAMES E. DAVIDSON, JR.**, as Executive Vice President of Development Administration of **SJ LAND COMPANY**, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware Limited Liability Company, on behalf of the company.



Marcy S. Stephens  
Marcy S. STEPHENS

(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of FLORIDA  
Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

0R1582PG0783

CONSENT AND JOINDER

**SUNTRUST BANK**, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A. as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1353, page 1142 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and  
delivered in the  
presence of:

Marie C Hall  
Print: Marie C Hall

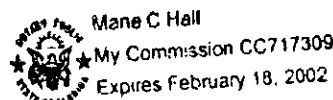
Dominique Gargem  
Print: Dominique Gargem

**SUNTRUST BANK**, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A.

BY: [Signature]  
ITS: First Vice President

STATE OF FLORIDA     }  
                                      }SS  
COUNTY OF Duval     }

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2001, by Larry W. Nothman, as First Vice President of **SUNTRUST BANK**, a Georgia banking corporation authorized to transact business in the State of Florida, as successor by merger to SunTrust Bank, North Florida, N.A. on behalf of the corporation.



Marie C Hall  
(Print Name Marie C. Hall)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
or Produced I.D. ✓  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_



Advancing Quality of Life by Design ●

1900 Corporate Square Boulevard  
Jacksonville, Florida 32216

0R1582P60784

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT A

PART OF TRACT 3F, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 3F, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $72^{\circ}10'32''$  WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 24.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $17^{\circ}49'28''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.50 FEET; THENCE NORTH  $72^{\circ}10'32''$  WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH  $17^{\circ}49'28''$  EAST ALONG A LINE TO ITS INTERSECTION WITH SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.50 FEET; THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET MORE OR LESS.



Advancing Quality of Life by Design

1989 Corporate Square, Suite 101  
Jacksonville, Florida 32216

0R1582P60785

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT B

PART OF TRACT 2B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3 OF SAID SAINT JOHNS CREEK NORTH UNIT 1; THENCE NORTH  $57^{\circ}44'37''$  EAST, A DISTANCE OF 19.56 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 189.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $44^{\circ}59'19''$  EAST AND A CHORD DISTANCE OF 182.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $67^{\circ}49'26''$  EAST, A DISTANCE OF 7.11 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID REGISTRY BOULEVARD, SAID POINT LYING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $08^{\circ}59'13''$  EAST AND A CHORD DISTANCE OF 36.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $03^{\circ}04'50''$  EAST AND A CHORD DISTANCE OF 5.00 FEET; THENCE SOUTH  $86^{\circ}55'07''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 14.25 FEET; THENCE NORTH  $03^{\circ}04'54''$  WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH  $86^{\circ}55'07''$  EAST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 71 SQUARE FEET MORE OR LESS.



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1900 Corporate Square Boulevard  
Jacksonville, Florida 32216

0R1582P60786

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT C

PART OF TRACT 2B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3 OF SAID SAINT JOHNS CREEK NORTH UNIT 1; THENCE NORTH  $57^{\circ}44'37''$  EAST, A DISTANCE OF 19.56 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 189.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $44^{\circ}49'19''$  EAST AND A CHORD DISTANCE OF 182.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $67^{\circ}49'26''$  EAST, A DISTANCE OF 7.11 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID REGISTRY BOULEVARD, SAID POINT LYING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $07^{\circ}10'14''$  EAST AND A CHORD DISTANCE OF 48.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $00^{\circ}58'52''$  WEST AND A CHORD DISTANCE OF 8.00 FEET; THENCE NORTH  $89^{\circ}01'07''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 13.40 FEET; THENCE NORTH  $00^{\circ}58'52''$  EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH  $89^{\circ}01'07''$  EAST, A DISTANCE OF 13.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 107 SQUARE FEET MORE OR LESS.





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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT D

PART OF TRACT 2B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 265.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°41'39" WEST AND A CHORD DISTANCE OF 260.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61°13'22" WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.52 FEET; THENCE NORTH 28°46'38" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 61°13'22" EAST, A DISTANCE OF 8.52 FEET TO A POINT LYING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°46'38" EAST AND A CHORD DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 68 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT F

PART OF TRACT 2C, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 2C, SAID POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $19^{\circ}47'32''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 110.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $70^{\circ}12'28''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE NORTH  $19^{\circ}47'32''$  EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH  $70^{\circ}12'28''$  EAST, A DISTANCE OF 12.00 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $19^{\circ}47'32''$  WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 96 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT G

PART OF BERESFORD DRIVE, TOGETHER WITH A PART OF TRACT 3E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID BERESFORD DRIVE (A 110.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, A DISTANCE OF 8.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.00 FEET; THENCE SOUTH  $17^{\circ}49'28''$  WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.00 FEET; THENCE NORTH  $72^{\circ}10'32''$  WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH  $17^{\circ}49'28''$  EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 144 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT H

PART OF TRACT 3D, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 3D, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $38^{\circ}53'42''$  WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, A DISTANCE OF 10.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $51^{\circ}06'18''$  EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.51 FEET; THENCE SOUTH  $38^{\circ}53'42''$  WEST, A DISTANCE OF 8.50 FEET; THENCE NORTH  $51^{\circ}06'18''$  WEST, A DISTANCE OF 10.51 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD; THENCE NORTH  $38^{\circ}53'42''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 89 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT I

PART OF LOT 12, BLOCK 5, TOGETHER WITH PART OF TRACT 5E, TOGETHER WITH PART OF TRACT 5B, ALL AS SHOWN ON THE PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 5E, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $50^{\circ}14'44''$  WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, A DISTANCE OF 12.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $46^{\circ}42'11''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH  $43^{\circ}17'50''$  WEST, A DISTANCE OF 9.88 FEET; THENCE NORTH  $46^{\circ}42'11''$  EAST, A DISTANCE OF 33.79 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD; THENCE SOUTH  $50^{\circ}14'44''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 340 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT J

PART OF TRACT 5E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SPLIT CREEK DRIVE (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $50^{\circ}14'44''$  EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, A DISTANCE OF 5.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $50^{\circ}14'44''$  EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH  $39^{\circ}45'16''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 11.17 FEET; THENCE NORTH  $50^{\circ}14'44''$  WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH  $39^{\circ}45'16''$  EAST, A DISTANCE OF 11.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 89 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT K

PART OF PARCEL 6, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL 6, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $50^{\circ}14'45''$  WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 820.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $51^{\circ}57'06''$  WEST AND A CHORD DISTANCE OF 48.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $36^{\circ}03'47''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3.66 FEET; THENCE NORTH  $53^{\circ}56'13''$  WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH  $36^{\circ}03'47''$  EAST, A DISTANCE OF 3.66 FEET TO A POINT LYING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $53^{\circ}56'13''$  EAST AND A CHORD DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29 SQUARE FEET MORE OR LESS.



0R1582P60794

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT L

PART OF TRACT 7A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE (A VARYING RIGHT-OF-WAY WIDTH AS SHOWN ON SAID PLAT) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°26'07" EAST AND A CHORD DISTANCE OF 48.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08°42'30" EAST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.28 FEET; THENCE SOUTH 81°17'30" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 08°42'30" WEST, A DISTANCE OF 17.08 FEET TO A POINT LYING ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°42'50" WEST AND A CHORD DISTANCE OF 9.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 158 SQUARE FEET MORE OR LESS.





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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT M

PART OF TRACT 9B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 9B, SAID POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG AN EASTERLY LINE OF SAID TRACT 9B AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°47'53" EAST AND A CHORD DISTANCE OF 28.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24°51'45" WEST LEAVING SAID EASTERLY LINE OF TRACT 9B, A DISTANCE OF 5.24 FEET; THENCE NORTH 65°08'15" EAST, A DISTANCE OF 6.52 FEET TO A POINT LYING ON SAID EASTERLY LINE OF TRACT 9B, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°19'17" WEST AND A CHORD DISTANCE OF 8.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 18 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT N

PART OF PARCEL 6, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 6, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°28'27" EAST AND A CHORD DISTANCE OF 28.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°46'05" EAST AND A CHORD DISTANCE OF 8.50 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 67°13'55" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.19 FEET; THENCE SOUTH 22°46'05" WEST, A DISTANCE OF 8.50 FEET; THENCE NORTH 67°13'55" WEST, A DISTANCE OF 7.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 61 SQUARE FEET MORE OR LESS.



0R1582P60797

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT O

PART OF PARCEL 10A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 10A, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 20°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70°00'00" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.39 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF SAID PARCEL 10A; THENCE SOUTH 25°28'00" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 2.87 FEET; THENCE SOUTH 20°00'00" WEST LEAVING SAID NORTHEASTERLY LINE, A DISTANCE OF 7.90 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 26.44 FEET TO A POINT LYING ON SAID EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 260 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

FLORIDA POWER AND LIGHT EASEMENT P

PART OF TRACT 13, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 13, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $76^{\circ}00'00''$  EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 64.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $76^{\circ}00'00''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3.14 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $79^{\circ}04'19''$  EAST AND A CHORD DISTANCE OF 5.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $12^{\circ}43'55''$  EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.87 FEET; THENCE SOUTH  $77^{\circ}16'05''$  WEST, A DISTANCE OF 8.50 FEET; THENCE NORTH  $12^{\circ}43'55''$  WEST, A DISTANCE OF 6.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 59 SQUARE FEET MORE OR LESS.



0R1582PG0799

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

FLORIDA POWER AND LIGHT EASEMENT Q

PART OF A UTILITY EASEMENT AREA, TOGETHER WITH A PART OF TRACT 19, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF BERENSTEIN DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $52^{\circ}00'00''$  WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BERENSTEIN DRIVE, A DISTANCE OF 151.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $38^{\circ}00'00''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 38.73 FEET; THENCE NORTH  $52^{\circ}55'44''$  WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH  $38^{\circ}00'00''$  EAST, A DISTANCE OF 37.67 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE, SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $60^{\circ}51'45''$  EAST AND A CHORD DISTANCE OF 7.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $52^{\circ}00'00''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 307 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT A

PART OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3 OF SAID SAINT JOHNS CREEK NORTH UNIT 1; THENCE NORTH  $57^{\circ}44'37''$  EAST, A DISTANCE OF 19.56 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $63^{\circ}23'54''$  EAST AND A CHORD DISTANCE OF 60.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $36^{\circ}13'15''$  EAST AND A CHORD DISTANCE OF 126.32 FEET TO A POINT LYING ON A NORTHERLY LINE OF CONSERVATION PARCEL NO. 2 (AS SHOWN ON SAID PLAT); THENCE NORTH  $67^{\circ}49'26''$  WEST ALONG SAID CONSERVATION PARCEL NO. 2, A DISTANCE OF 6.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 195.00 FEET; THENCE NORTHWESTERLY LEAVING SAID CONSERVATION PARCEL NO. 2 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 122.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $37^{\circ}06'15''$  WEST AND A CHORD DISTANCE OF 120.84 FEET TO A POINT LYING ON AN EASTERLY LINE OF SAID CONSERVATION PARCEL NO. 2; THENCE NORTH  $54^{\circ}55'33''$  EAST ALONG SAID CONSERVATION PARCEL NO. 2, A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 628 SQUARE FEET MORE OR LESS.



0R1582P60801

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT OFFSITE EASEMENT 1

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, 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 TRACT 2C, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $70^{\circ}12'28''$  WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG A SOUTHERLY LINE OF SAID TRACT 2C, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1 AND ITS NORTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 360.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $43^{\circ}50'05''$  WEST, A DISTANCE OF 64.28 FEET; THENCE NORTH  $70^{\circ}12'28''$  WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH  $19^{\circ}47'32''$  EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH  $70^{\circ}12'28''$  EAST, A DISTANCE OF 3.76 FEET; THENCE NORTH  $43^{\circ}50'05''$  EAST, A DISTANCE OF 58.80 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID SAINT JOHNS SIX MILE CREEK NORTH UNIT 1; THENCE SOUTH  $70^{\circ}12'28''$  EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 335 SQUARE FEET MORE OR LESS.



0R1582P60802

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT OFFSITE EASEMENT 2

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF TRACT 12A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A VARYING RIGHT-OF-WAY WIDTH AS SHOWN ON SAID PLAT); THENCE SOUTH  $15^{\circ}00'00''$  WEST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID TRACT 12A, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WEST LINE OF SAID TRACT 12A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $72^{\circ}54'51''$  WEST AND A CHORD DISTANCE OF 8.74 FEET THE END OF SAID CURVE; THENCE SOUTH  $15^{\circ}00'00''$  WEST, A DISTANCE OF 27.68 FEET; THENCE NORTH  $75^{\circ}01'14''$  WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH  $15^{\circ}00'00''$  EAST, A DISTANCE OF 33.84 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $70^{\circ}30'39''$  EAST AND A CHORD DISTANCE OF 18.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 376 SQUARE FEET MORE OR LESS.





0R1582PG0803

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT OFFSITE EASEMENT 3

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF TRACT 17A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN PLAT BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 540.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°27'05" EAST AND A CHORD DISTANCE OF 83.38 FEET TO THE SOUTHWEST CORNER OF TRACT 13, OF SAID SAINT JOHNS CREEK NORTH UNIT 2; THENCE SOUTH 53°31'35" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT 13, A DISTANCE OF 6.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 545.00 FEET; THENCE WESTERLY LEAVING SAID SOUTHERLY LINE OF TRACT 13 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°56'59" WEST AND A CHORD DISTANCE OF 82.68 FEET TO A POINT LYING ON A NORTHERLY LINE OF SAID TRACT 17A; THENCE NORTH 53°31'35" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 7.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 416 SQUARE FEET MORE OR LESS.



0R1582P60804

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 2B

PART OF TRACT 2B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°01'29" WEST AND A CHORD DISTANCE OF 12.76 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'29" EAST AND A CHORD DISTANCE OF 41.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 233.49 FEET TO A POINT LYING ON A SOUTHERLY LINE OF SAID SAINT JOHNS SIX MILE CREEK NORTH UNIT 1; THENCE NORTH 70°12'28" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 233.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°01'29" WEST AND A CHORD DISTANCE OF 34.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 380.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 570.69 FEET, SAID ARC BEING SUBTENDED BY

A CHORD BEARING OF NORTH 25°01'34" WEST AND A CHORD DISTANCE OF 518.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'51" EAST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°05'32" EAST AND A CHORD DISTANCE OF 73.79 FEET TO THE END OF SAID CURVE; THENCE NORTH 17°57'25" WEST, A DISTANCE OF 38.62 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID TRACT 7B; THENCE NORTH 89°55'13" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 9.42 FEET; THENCE SOUTH 67°49'26" EAST CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1.97 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID REGISTRY BOULEVARD, SAID POINT BEING THE BEGINNING OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 01°54'38" WEST AND A CHORD DISTANCE OF 110.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°59'51" WEST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 563.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°01'34" EAST AND A CHORD DISTANCE OF 511.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.13 ACRES MORE OR LESS.



0R1582P60806

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 2C

PART OF TRACT 2C, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'32''$  WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD, A DISTANCE OF 93.82 FEET; THENCE NORTH  $70^{\circ}12'28''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH  $19^{\circ}47'32''$  EAST, A DISTANCE OF 93.82 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $25^{\circ}06'14''$  WEST AND A CHORD DISTANCE OF 63.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $70^{\circ}00'00''$  WEST, A DISTANCE OF 219.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $65^{\circ}00'00''$  WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE NORTH  $70^{\circ}00'00''$  WEST, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $65^{\circ}00'00''$  EAST AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD; THENCE SOUTH  $70^{\circ}00'00''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 219.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $25^{\circ}06'14''$  EAST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 2157 SQUARE FEET MORE OR LESS.



0R1582P60807

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 3A

PART OF LOT 12, BLOCK 3, TOGETHER WITH PART OF TRACT 3A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 3; THENCE NORTH  $61^{\circ}14'02''$  EAST, A DISTANCE OF 19.01 FEET TO A POINT LYING ON THE WESTERLY LINE OF PROPOSED FLORIDA POWER AND LIGHT EASEMENT A; THENCE SOUTH  $17^{\circ}49'28''$  WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1.31 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG THE SOUTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 8.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH  $17^{\circ}49'28''$  WEST LEAVING SAID EASEMENT, A DISTANCE OF 12.50 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID LOT 12, BLOCK 3; THENCE NORTH  $72^{\circ}10'32''$  WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 14.18 FEET; THENCE SOUTH  $61^{\circ}14'02''$  WEST ALONG A LINE PARALLEL WITH AND LYING 5.00 FEET EASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE OF LOT 12, BLOCK 3, A DISTANCE OF 189.94 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BARRINGTON CIRCLE (A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $25^{\circ}53'12''$  WEST AND A CHORD DISTANCE OF 5.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12, BLOCK 3; THENCE NORTH  $61^{\circ}14'02''$  EAST ALONG THE WESTERLY LINE OF SAID LOT 12, BLOCK 3, A DISTANCE OF 184.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1127 SQUARE FEET MORE OR LESS.



Advancing the Frontiers of Law

0R1582PG0808

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 3D

PART OF TRACT 3D, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 3D, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $51^{\circ}06'18''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 5.00 FEET; THENCE SOUTH  $38^{\circ}53'42''$  WEST, A DISTANCE OF 157.55 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 330.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $64^{\circ}26'51''$  WEST AND A CHORD DISTANCE OF 319.19 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT 3D; THENCE DUE WEST CONTINUING ALONG SAID LINE, A DISTANCE OF 104.49 FEET; THENCE SOUTH  $80^{\circ}34'57''$  WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT 3D, A DISTANCE OF 37.82 FEET; THENCE DUE NORTH, A DISTANCE OF 11.19 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID REGISTRY BOULEVARD; THENCE DUE EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $64^{\circ}26'51''$  EAST AND A CHORD DISTANCE OF 314.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $38^{\circ}53'42''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 157.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3251 SQUARE FEET MORE OR LESS.



0R1582P60809

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 3E

PART OF TRACT 3E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3E, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $38^{\circ}53'42''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 707.30 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 285.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $73^{\circ}21'35''$  EAST AND A CHORD DISTANCE OF 322.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $72^{\circ}10'32''$  EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 469.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BERESFORD DRIVE (A 110.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $53^{\circ}44'27''$  EAST AND A CHORD DISTANCE OF 15.81 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $72^{\circ}10'32''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 484.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 336.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $73^{\circ}21'35''$  WEST AND A CHORD DISTANCE OF 316.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $38^{\circ}53'42''$  WEST, A DISTANCE OF 707.30 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT 3E; THENCE NORTH  $51^{\circ}06'18''$  WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.



Attorney at Law

0R1582P60810

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 3F

THE NORTHEASTERLY 5.00 FEET OF TRACT 3F, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 3F, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $17^{\circ}49'28''$  WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH  $72^{\circ}10'32''$  WEST, A DISTANCE OF 834.36 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF BERESFORD DRIVE (A 110.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $89^{\circ}23'22''$  EAST AND A CHORD DISTANCE OF 15.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID REGISTRY BOULEVARD; THENCE SOUTH  $72^{\circ}10'32''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 819.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES MORE OR LESS.





0R1582PG0811

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

FLORIDA POWER AND LIGHT EASEMENT S

PART OF TRACT 7E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ST. JAMES AVENUE (A 120.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°12'35" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°47'25" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 141.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71°12'35" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.64 FEET; THENCE SOUTH 18°47'25" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 71°12'35" WEST, A DISTANCE OF 10.64 FEET TO A POINT LYING ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF ST. JAMES AVENUE; THENCE NORTH 18°47'25" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 85 SQUARE FEET MORE OR LESS.



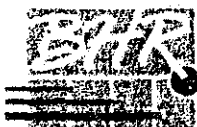
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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 4A

PART OF PARCEL 4A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 4A, SAID POINT LYING AT THE INTERSECTION OF RUES LANDING ROAD (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 390.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°33'47" EAST AND A CHORD DISTANCE OF 154.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 395.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 162.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°11'10" WEST AND A CHORD DISTANCE OF 161.74 FEET TO A POINT LYING ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF RUES LANDING ROAD; THENCE NORTH 69°11'31" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 797 SQUARE FEET MORE OR LESS.



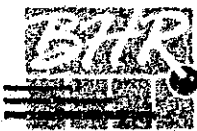
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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 5E

PART OF LOT 12, BLOCK 5, TOGETHER WITH PART OF TRACT 5B, TOGETHER WITH PART OF TRACT 5E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RUES LANDING ROAD (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $69^{\circ}11'31''$  WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF RUES LANDING ROAD, A DISTANCE OF 6.06 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 395.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $52^{\circ}37'44''$  WEST AND A CHORD DISTANCE OF 32.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $50^{\circ}14'44''$  WEST, A DISTANCE OF 54.17 FEET; THENCE SOUTH  $69^{\circ}13'44''$  WEST, A DISTANCE OF 189.08 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FRONTIER STREET (AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $06^{\circ}01'05''$  EAST AND A CHORD DISTANCE OF 5.60 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $69^{\circ}13'44''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF A 30.00 FOOT UTILITY EASEMENT AREA, AS SHOWN ON SAID PLAT AND ITS NORTHERLY PROJECTION THEREOF, A DISTANCE OF 183.73 FEET; THENCE NORTH  $50^{\circ}14'44''$  WEST, A DISTANCE OF 997.49 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SPLIT CREEK DRIVE (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $68^{\circ}40'23''$  EAST AND A CHORD DISTANCE OF 15.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD; THENCE SOUTH  $50^{\circ}14'44''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1042.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 390.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $52^{\circ}52'44''$  EAST AND A CHORD DISTANCE OF 35.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.15 ACRES MORE OR LESS.



0R1582PG0814

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 5F

PART OF TRACT 5F, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 5F, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $50^{\circ}14'44''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 536.12 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SPLIT CREEK DRIVE (A 100.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $31^{\circ}48'38''$  EAST AND A CHORD DISTANCE OF 15.81 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $50^{\circ}14'44''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 551.12 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID TRACT 5F; THENCE NORTH  $39^{\circ}45'15''$  EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2732 SQUARE FEET MORE OR LESS.



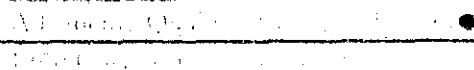
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## SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 6

PART OF PARCEL 6, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 6, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1563.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°06'57" EAST AND A CHORD DISTANCE OF 1337.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°14'44" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.42 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 6; THENCE SOUTH 26°16'16" WEST ALONG AN EASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 5.14 FEET; THENCE NORTH 50°14'44" WEST LEAVING SAID EASTERLY LINE, A DISTANCE OF 38.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 815.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1554.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°07'02" WEST AND A CHORD DISTANCE OF 1329.27 FEET TO A POINT LYING ON A SOUTHERLY LINE OF SAID PARCEL 6; THENCE NORTH 69°58'53" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.



SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 7A

PART OF TRACT 7A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 7A, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A WESTERLY LINE OF SAID TRACT 7A AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°08'58" WEST AND A CHORD DISTANCE OF 21.79 FEET TO A POINT ON SAID CURVE; THENCE EASTERLY LEAVING SAID WESTERLY LINE OF TRACT 7A AND ALONG THE ARC OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 905.00 FEET, AN ARC DISTANCE OF 336.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°52'34" EAST AND A CHORD DISTANCE OF 334.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 118.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°37'03" EAST AND A CHORD DISTANCE OF 111.15 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65°11'14" EAST, A DISTANCE OF 5.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE (A VARYING RIGHT-OF-WAY WIDTH, AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 124.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°37'03" WEST AND A CHORD DISTANCE OF 117.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 900.00 FEET; THENCE WESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE AND ALONG AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 313.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°32'59" WEST AND A CHORD DISTANCE OF 312.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.



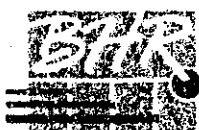
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SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 7E

PART OF TRACT 7E, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 7E, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $72^{\circ}21'12''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID TRACT 7E, A DISTANCE OF 8.42 FEET; THENCE SOUTH  $71^{\circ}12'35''$  WEST LEAVING SAID NORTHERLY LINE, A DISTANCE OF 201.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $26^{\circ}12'35''$  WEST AND A CHORD DISTANCE OF 63.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $18^{\circ}47'25''$  EAST, A DISTANCE OF 265.06 FEET TO THE POINT OF CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 190.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $60^{\circ}49'05''$  EAST AND A CHORD DISTANCE OF 174.07 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CROWN DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $64^{\circ}02'18''$  WEST AND A CHORD DISTANCE OF 17.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $57^{\circ}13'19''$  WEST AND A CHORD DISTANCE OF 167.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $18^{\circ}47'25''$  WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ST. JAMES AVENUE (A 120.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), A DISTANCE OF 265.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $26^{\circ}12'35''$  EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16; THENCE NORTH  $71^{\circ}12'35''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 194.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.08 ACRES MORE OR LESS.



0R1582PG0818

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 7G

PART OF TRACT 7G, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 7G, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CROWN DRIVE (A VARYING RIGHT-OF-WAY WIDTH AS SHOWN ON SAID PLAT); THENCE SOUTH  $28^{\circ}49'15''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG A NORTHEASTERLY LINE OF SAID TRACT 7G, A DISTANCE OF 5.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $31^{\circ}54'15''$  WEST AND A CHORD DISTANCE OF 55.02 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $21^{\circ}11'49''$  EAST AND A CHORD DISTANCE OF 101.18 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $22^{\circ}31'34''$  WEST, A DISTANCE OF 5.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID CROWN DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 121.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $21^{\circ}11'49''$  WEST AND A CHORD DISTANCE OF 108.40 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $31^{\circ}47'39''$  EAST AND A CHORD DISTANCE OF 58.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 880 SQUARE FEET MORE OR LESS.





Memorandum of Understanding

Between the State of Florida

and the County of St. Johns

OR1582P60819

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 8A-1

PART OF TRACT 8A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 8A, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 988.37 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 295.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°25'54" EAST AND A CHORD DISTANCE OF 294.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ST. JAMES AVENUE (A 120.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°28'28" EAST AND A CHORD DISTANCE OF 21.84 FEET TO A POINT ON SAID CURVE; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 993.37 FEET, AN ARC DISTANCE OF 318.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°49'02" WEST AND A CHORD DISTANCE OF 317.27 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID TRACT 8A; THENCE NORTH 03°07'40" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1555 SQUARE FEET MORE OR LESS.



0R1582P60820

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 8A-2

PART OF TRACT 8A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CROWN DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) WITH THE EASTERLY RIGHT-OF-WAY LINE OF BEAR CLAW COURT (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE WESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEAR CLAW COURT AND ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 16.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°38'40" WEST AND A CHORD DISTANCE OF 15.81 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°12'35" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 128.50 FEET TO A POINT LYING ON AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF CROWN DRIVE, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°47'32" WEST AND A CHORD DISTANCE OF 38.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°12'35" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 75.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 555 SQUARE FEET MORE OR LESS.

[illegible]

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 9

CONTAINING 0.10 ACRES MORE OR LESS.



0R1582PG0822

SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 10B

PART OF TRACT 10B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 10B, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 20°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 77.86 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 350.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°30'00" EAST AND A CHORD DISTANCE OF 337.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°00'00" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 14.32 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT 10B; THENCE SOUTH 55°00'00" WEST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID SOUTHERLY TRACT LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 14.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 370.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 355.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°30'00" WEST AND A CHORD DISTANCE OF 341.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 74.47 FEET TO A POINT LYING ON THE NORTHERLY LINE OF SAID TRACT 10B; THENCE NORTH 75°53'04" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 6.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.



0R1582PG0823

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 1

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 11

PART OF TRACT 11, SAINT JOHNS SIX MILE CREEK NORTH UNIT 1, AS RECORDED IN MAP BOOK 37, PAGES 21 THROUGH 44, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 11, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE DUE EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE DUE SOUTH, A DISTANCE OF 249.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 227.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°36'28" WEST AND A CHORD DISTANCE OF 223.85 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'37" EAST AND A CHORD DISTANCE OF 94.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°28'09" EAST, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 226.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°54'38" EAST AND A CHORD DISTANCE OF 223.25 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID TRACT 11; THENCE SOUTH 42°38'53" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 5.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 223.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°54'38" WEST AND A CHORD DISTANCE OF 220.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°28'09" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°37'37" WEST AND A CHORD DISTANCE OF 102.69 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG AFORESAID EASTERLY RIGHT-OF-WAY LINE OF REGISTRY BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°36'28" EAST AND A CHORD DISTANCE OF 220.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 249.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES MORE OR LESS.



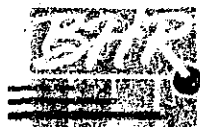
OR1582PG0824

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 12A

PART OF TRACT 12A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 12A, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (A VARYING RIGHT-OF-WAY WIDTH AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $87^{\circ}39'29''$  EAST AND A CHORD DISTANCE OF 71.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 12A; THENCE SOUTH  $19^{\circ}41'03''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG AN EASTERLY LINE OF SAID TRACT 12A, A DISTANCE OF 5.00 FEET TO A POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 125.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $87^{\circ}39'29''$  WEST AND A CHORD DISTANCE OF 74.52 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID TRACT 12A; THENCE NORTH  $15^{\circ}00'00''$  EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 371 SQUARE FEET MORE OR LESS.



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SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 13

PART OF TRACT 13, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 13, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 25°59'14" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG A NORTHERLY LINE OF SAID TRACT 13, A DISTANCE OF 5.00 FEET; THENCE SOUTH 64°00'46" WEST LEAVING SAID NORTHERLY LINE, A DISTANCE OF 173.31 FEET; THENCE SOUTH 68°10'34" WEST ALONG A SOUTHEASTERLY LINE OF SAID TRACT 13, A DISTANCE OF 20.87 FEET; THENCE SOUTH 49°29'18" WEST CONTINUING ALONG A SOUTHEASTERLY LINE OF SAID TRACT 13, A DISTANCE OF 13.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 205.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHEASTERLY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°58'02" WEST AND A CHORD DISTANCE OF 64.61 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 295.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°32'31" WEST AND A CHORD DISTANCE OF 198.33 FEET TO A POINT LYING ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°16'14" EAST AND A CHORD DISTANCE OF 20.74 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 178.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°34'13" EAST AND A CHORD DISTANCE OF 176.05 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°57'22" EAST AND A CHORD DISTANCE OF 94.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°00'46" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 179.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.



0R1582P60826

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 13A

PART OF TRACT 13, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 13, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $76^{\circ}00'00''$  EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $88^{\circ}55'16''$  EAST AND A CHORD DISTANCE OF 22.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $76^{\circ}00'00''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 85.70 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT 13; THENCE NORTH  $53^{\circ}31'35''$  WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 6.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 403 SQUARE FEET MORE OR LESS.





0R1582P60827

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 14

PART OF TRACT 14, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 14, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $35^{\circ}44'10''$  EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 161.87 FEET TO THE POINT OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $37^{\circ}52'05''$  EAST AND A CHORD DISTANCE OF 34.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $40^{\circ}00'00''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 242.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $38^{\circ}02'10''$  EAST AND A CHORD DISTANCE OF 37.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT 14; THENCE SOUTH  $53^{\circ}55'40''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID TRACT 14, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 545.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $38^{\circ}02'10''$  WEST AND A CHORD DISTANCE OF 37.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $40^{\circ}00'00''$  WEST, A DISTANCE OF 242.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 455.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $37^{\circ}52'05''$  WEST AND A CHORD DISTANCE OF 33.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $35^{\circ}44'10''$  WEST, A DISTANCE OF 161.87 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID TRACT 14; THENCE NORTH  $54^{\circ}15'50''$  WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.



OR1582PG0828

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 15

PART OF LOT 17, BLOCK 15, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 17, BLOCK 15, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $85^{\circ}00'00''$  WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1.82 FEET TO THE POINT OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $59^{\circ}59'50''$  WEST AND A CHORD DISTANCE OF 42.27 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $52^{\circ}40'36''$  WEST AND A CHORD DISTANCE OF 54.67 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $59^{\circ}30'52''$  WEST AND A CHORD DISTANCE OF 18.81 FEET TO A POINT ON SAID CURVE; THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 262.00 FEET, AN ARC DISTANCE OF 11.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $16^{\circ}32'38''$  WEST AND A CHORD DISTANCE OF 11.36 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $53^{\circ}20'36''$  EAST AND A CHORD DISTANCE OF 26.34 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $52^{\circ}40'36''$  EAST AND A CHORD DISTANCE OF 57.71 FEE TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $59^{\circ}59'50''$  EAST AND A CHORD DISTANCE OF 38.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $85^{\circ}00'00''$  EAST, A DISTANCE OF 1.39 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 17, BLOCK 15; THENCE DUE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 613 SQUARE FEET MORE OR LESS.



001582P60829

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 17A

PART OF TRACT 17A, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 17A, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°25'51" EAST AND A CHORD DISTANCE OF 143.61 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°53'41" EAST AND A CHORD DISTANCE OF 120.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°00'00" EAST CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OAKGROVE AVENUE, A DISTANCE OF 340.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 540.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°56'23" EAST AND A CHORD DISTANCE OF 95.26 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 17A; THENCE SOUTH 53°31'35" EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID NORTHERLY LINE OF TRACT 17A, A DISTANCE OF 7.49 FEET; THENCE SOUTH 84°35'05" WEST LEAVING SAID NORTHERLY LINE, A DISTANCE OF 5.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 545.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°39'10" WEST AND A CHORD DISTANCE OF 90.71 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON A SOUTHERLY LINE OF SAID TRACT 17A; THENCE NORTH 77°28'16" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 35.33 FEET; THENCE NORTH 88°29'09" WEST, A DISTANCE OF 76.59 FEET; THENCE NORTH 85°00'00" WEST LEAVING SAID SOUTHERLY LINE OF TRACT 17A, A DISTANCE OF 234.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING

A RADIUS OF 95.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°53'41" WEST AND A CHORD DISTANCE OF 114.62 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 545.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°25'51" WEST AND A CHORD DISTANCE OF 144.94 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF SAID TRACT 17A; THENCE NORTH 53°55'40" WEST ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.



OR1582PG0831

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 17B

PART OF TRACT 17B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 17B, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH  $54^{\circ}15'50''$  EAST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID TRACT 17B, A DISTANCE OF 6.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $11^{\circ}16'02''$  WEST AND A CHORD DISTANCE OF 74.77 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BERENSTEIN DRIVE (A 40.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT), SAID POINT LYING ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $00^{\circ}12'35''$  WEST AND A CHORD DISTANCE OF 15.05 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 215.00 FEET; THENCE NORTHERLY ALONG AFORESAID EASTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $08^{\circ}56'26''$  EAST AND A CHORD DISTANCE OF 62.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 358 SQUARE FEET MORE OR LESS.



0R1582PG0832

SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 18B

PART OF TRACT 18B, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 18B, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH 52°00'00" WEST LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID TRACT 18B, A DISTANCE OF 5.00 FEET; THENCE NORTH 38°00'00" EAST LEAVING SAID SOUTHERLY LINE, A DISTANCE OF 29.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°14'40" WEST AND A CHORD DISTANCE OF 31.63 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°14'40" WEST AND A CHORD DISTANCE OF 27.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 13.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°00'00" WEST AND A CHORD DISTANCE OF 126.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°00'00" WEST, A DISTANCE OF 234.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°13'36" WEST AND A CHORD DISTANCE OF 155.79 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°15'07" WEST AND A CHORD DISTANCE OF 68.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 95.39 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF KINGDOM WAY (A 40.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT),

SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°36'30" EAST AND A CHORD DISTANCE OF 16.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CREST STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 5.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°57'01" EAST AND A CHORD DISTANCE OF 5.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 73.82 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" EAST AND A CHORD DISTANCE OF 73.67 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 205.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°13'36" EAST AND A CHORD DISTANCE OF 152.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 234.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°00'00" EAST AND A CHORD DISTANCE OF 123.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°00'00" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 13.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°14'40" EAST AND A CHORD DISTANCE OF 28.23 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°14'40" EAST AND A CHORD DISTANCE OF 39.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON AFORESAID RIGHT-OF-WAY LINE OF OAKGROVE AVENUE; THENCE SOUTH 38°00'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES MORE OR LESS.



OR1582P60834

## SAINT JOHNS SIX MILE CREEK NORTH UNIT 2

## 5.00 FOOT FLORIDA POWER AND LIGHT EASEMENT 19

PART OF TRACT 19, SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF OAKGROVE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE NORTH  $38^{\circ}00'00''$  EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID OAKGROVE AVENUE, A DISTANCE OF 97.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 485.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 118.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $45^{\circ}00'00''$  EAST AND A CHORD DISTANCE OF 118.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $52^{\circ}00'00''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 215.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $48^{\circ}00'52''$  EAST AND A CHORD DISTANCE OF 29.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $77^{\circ}09'07''$  EAST AND A CHORD DISTANCE OF 27.32 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $38^{\circ}00'00''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.67 FEET; THENCE SOUTH  $73^{\circ}55'05''$  WEST, A DISTANCE OF 36.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 117.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $45^{\circ}00'00''$  WEST AND A CHORD DISTANCE OF 116.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $38^{\circ}00'00''$  WEST, A DISTANCE OF 97.57 FEET; THENCE NORTH  $52^{\circ}00'00''$  WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.



57  
THIS DOCUMENT PREPARED BY  
AND RETURN TO

THOMAS M. JENKS, ESQUIRE  
PAPPAS METCALF JENKS  
MILLER & REINSCH, P.A.  
200 W. FORSYTH ST., SUITE 1400  
JACKSONVILLE, FL 32202

Public Records of  
St. Johns County, FL  
Clerk# 99058488  
O.R. 1462 PG 278  
04:14PM 12/17/1999  
REC \$109.00 SUR \$14.00  
Doc Stamps \$7,821.10

## **SPECIAL WARRANTY DEED**

### **[SIX MILE CREEK CENTRAL PARCEL]**

THIS SPECIAL WARRANTY DEED is made and executed as of the 18<sup>th</sup> day of December, 1999, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 824 Market Street, Suite 900, Wilmington, Delaware, 19801, to **KERNAN MILL, INC.**, a Florida corporation (hereinafter called "Grantee"), whose address is 1914 Art Museum Drive, Jacksonville, Florida 32207, and whose federal tax identification number is 59-3162854.

### **WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit A attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on Exhibit B attached hereto and made a part hereof.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances set forth on Exhibit B) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth on Exhibit B) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

#### **1. EASEMENTS RESERVED AND GRANTED.**

##### **1.1 Easements for Ingress, Egress.**

(a) Grantor reserves for itself and its successors and assigns, for the benefit of the real property more particularly described on Exhibit C attached hereto and made a part hereof (the "Phase II Property"), a non-exclusive and perpetual easement for ingress and egress on, over and upon any and all paved roadways, sidewalks, or other access ways which may hereafter be constructed within the Property (together, the "Subdivision Roadways");

(b) Grantor reserves for itself and its successors and assigns, for the benefit of the real property more particularly described on Exhibit D attached hereto and made a part hereof (the "Civic Site") and the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "School Site"), a non-exclusive and perpetual easement for ingress and egress on, over, and upon any and all paved roadways, sidewalks, or other accessways which may be hereafter constructed within the real property more particularly described on Exhibit F attached hereto and made a part hereof (the "Access Road").

**1.2 Easement to Recreational Facilities.** Grantor reserves for itself and its successors and assigns, for the benefit of the Phase II Property, a non-exclusive and perpetual easement and right of access in and to any recreation facilities which may hereafter be constructed upon the Property ("the "Recreation Facilities"); provided however, nothing herein shall impose upon Grantee any obligation whatsoever to construct or install any recreational facilities, or set aside any property therefor.

**1.3 Easements for Utilities.**

(a) Grantor reserves for itself and its successors and assigns, for the benefit of the Phase II Property, a non-exclusive and perpetual easement in, on, over and upon the Subdivision Roadways, and any platted utility easement which may hereafter be created within the Property, for the purpose of installation, operation, maintenance of, or connection with, any and all water, sewer, electric, and telephone utility improvements which may be constructed within the Property.

(b) Grantor reserves for itself and its successors and assigns, for the benefit of the Civic Site and the School Site, a non-exclusive and perpetual easement in, on, over and upon the Access Road, for the purpose of installation, operation, maintenance of or connection with, any and all water, sewer, electric, and telephone utility improvements which may be constructed within the Property.

**1.4 Easements for Construction and Maintenance Purposes.**

(a) Grantor reserves for itself and any property owner's association responsible for maintenance of any portion of the Drainage System located outside of the Property (an "Association"), its agents, employees, successors or assigns, a non-exclusive and perpetual easement in, on, over and upon the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wild life preserves or any other areas, the maintenance of which is required or allowed by separate agreement with Grantee, to be performed by Grantor or the Association.

(b) Grantor hereby grants to Grantee and its successors and assigns, for the benefit of the Property, a temporary and non-exclusive easement over and upon the real property more particularly described on Exhibit G attached hereto and made a part hereof (the "Lake Maintenance Easement"), for ingress and egress to the lakes constructed within the Property which shall adjoin the Lake Maintenance Easement, for the purpose of construction and maintenance of such lakes. The foregoing easement shall automatically cease and terminate upon (i) the recording in the public records of St. Johns County, Florida, of a supplementary declaration of covenants and restrictions or similar instrument subjecting Phase II to the declaration of covenants and property owners association documentation then applicable to the Property; or (ii) the recording in the public records of St. Johns County, Florida, of a deed conveying Phase II to Grantee, or its successors or assigns. Upon Seller's request, the Lake Maintenance Easement shall be relocated to other portions of the Phase II Property which are acceptable to Seller in its reasonable discretion, provided however, such relocated easement shall allow Buyer comparable access to that which is provided by the Lake Maintenance Easement. The cost of relocating the Lake Maintenance Easement shall be borne equally by Buyer and Seller.

### 1.5 Drainage Easements.

(a) Grantor hereby reserves for itself and its successors and assigns, for the benefit of the Phase II Property, the Civic Site, and the School Site, a perpetual and non-exclusive easement over and upon the portions of the Property upon which the lakes, water bodies, ditches, canals, pipes and other drainage structures and facilities comprising the drainage system serving the Property shall be constructed (together, the "Subdivision Drainage System"), for the purposes of connection with and use of the Subdivision Drainage System.

(b) Grantor hereby grants to Grantee and its successors and assigns, for the benefit of the Property, a perpetual and non-exclusive easement over and upon the portions of the Six Mile Creek Parcel, as such term is defined in the Saint Johns DRI as approved by Resolution 91-130 of St. Johns County, Florida for the use and operation of the drainage system, together with a non-exclusive perpetual right and easement to connect to and use the drainage system as the same shall be located upon the Six Mile Creek Parcel or any replacement thereof. The drainage system shall consist of a series of interconnected lakes and drainage improvements, all as more particularly described in the Surface Water Permits, as such term is defined in Section 2 below (together, the "Drainage System").

(c) The easements reserved and granted in Sections 1.4(a) and (b) may be reduced at the request of either party to include only the actual lakes, water bodies, canal areas and other property constituting part of the Subdivision Drainage System or Drainage System, together with reasonable access thereto. In order to reduce the easement area, the requesting party shall obtain a survey and legal description of the Subdivision Drainage System, or the Drainage System, as applicable, together with reasonable access thereto. Upon approval of such survey by the Grantor, the Association, and Grantee, each of such parties shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same.

**1.6 Shared Maintenance.** The future owners of platted lots located within the Phase II Property shall bear a proportionate share of the maintenance costs of the Subdivision Roadways, the Subdivision Drainage System and the Recreation Facilities, if any, which shall be based upon the total number of platted lots located within the Property and the Phase II Property. With the consent of all owners of the Phase II Property, such shared maintenance obligation may be evidenced by a declaration of covenants and restrictions or similar homeowner association documentation.

**1.7 Dedication of Easements.** Notwithstanding any provision of this Deed to the contrary, each of the easements reserved and granted hereby shall automatically terminate and be of no further force and effect upon the dedication to and acceptance by, St. Johns County, Florida (or such other governmental authority authorized to accept such dedication) of the real property which is encumbered by such easement, provided that such dedication shall be for the same purpose for which such easements are reserved or granted hereby.

## **2. PERMIT COMPLIANCE.**

**2.1 Permits.** The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Saint Johns DRI, Saint Johns Planned Unit Development Ordinance No. 91-37, as modified ("Six Mile Creek PUD") and in the following permits: Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fill Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0120C (the "Conceptual MSSW Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0122M (the "MSSW Permit"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit"). The ACOE Permit, Conceptual MSSW Permit, MSSW Permit, and DER Dredge Fill Permit as the same may be modified or substituted from time to time by Grantor are collectively referred to below as the "Surface Water Permits." Grantee shall comply with all applicable provisions of the Saint Johns DRI, Six Mile Creek PUD, and Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Property. Grantee shall hold harmless and indemnify Grantor from loss, cost, damage or expense incurred by Grantor and arising as a result of a violation by Grantee of the requirements of the Saint Johns DRI, Six Mile Creek PUD, or Surface Water Permits.

## **3. PROPERTY MAINTENANCE AND USE RESTRICTIONS.**

**3.1 Drainage System.** Grantee shall not modify any portion of the Drainage System nor alter the flow of drainage within the Drainage System unless such modifications have been approved by Grantor and the Association. Grantor may effect relocation of the drainage easements as provided for in Section 1.5 above provided that, as to the Property, any such relocation shall not interfere with vertical structures located within the Property. The cost of any such relocation shall be borne by Grantor.

**3.1.1** Grantor or the Association shall, at all times, maintain, keep in good repair and operate the Drainage System in accordance with all applicable laws, rules, standards, regulations and orders of governmental agencies having jurisdiction over the Drainage System.

**3.1.2** The cost and expense of maintenance of the Subdivision Drainage System located upon the Property shall be the obligation of Grantee, its successors and assigns or a property owner's association established for such purpose (the "Subdivision Association").

**3.1.3** Any structures or improvements constructed upon the Property shall be maintained so as to allow for the continued uninterrupted flow of surface water through the Drainage System. If any such improvements shall result in obstruction of the Drainage System, Grantor or the Association shall have the right and easement to enter upon such property to clear the obstruction and the cost of such maintenance shall be borne by the owner of such property.

**3.2 Obligations with Regard to Surface Water Run-Off.** Grantee acknowledges that the maintenance of water quality within water bodies constituting part of the Drainage System is both necessary and desirable to preserve the values of the property surrounding such water bodies and to comply with statutes, rules and regulations of agencies having jurisdiction over the water bodies. As a result, drainage flow from the Property shall not be obstructed or diverted from the easements contained herein for purposes of the Drainage System, provided, however, nothing contained herein shall prohibit Grantee from constructing a point source discharge into the Drainage System in accordance with the Surface Water Permits. Further, owners of the Property abutting the Drainage System shall be prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinary siltation within water bodies or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water through the Drainage System or creating unsightly conditions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner of the Property abutting the Drainage System shall be determined to be responsible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake edge areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by Grantor or the Association in connection with the performance of its maintenance of the Drainage System and such sums shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the responsible upland owner within the Property shall undertake repairs or reconstruction of its upland property or shall permit such repairs or reconstruction to be undertaken on its property by Grantor or the Association at the expense of such responsible upland owner.

**3.3 Consumptive Use of Water.** Grantee acknowledges that due to the integrated treatment of all consumptive uses of water under the terms of the Saint Johns DRI, any application submitted by Grantee for consumptive use of water shall be consistent with the requirements of the Saint Johns DRI and shall be subject to the approval of Grantor.

#### 4. RESERVATION OF ARCHITECTURAL CONTROL BY GRANTOR.

4.1 **Improvements.** All plans and specifications for the entranceway features, landscaping and signage constructed upon the Property at the intersection of Pacetti Road (CR 13A) shall be submitted to and approved by Grantor prior to construction.

4.2 **Submission.** Each request for approval pursuant to Section 4.1 shall require submission of two (2) complete sets of all plans and specifications for any improvement or structure proposed, signed by the Owner thereof and contract vendee, if any. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials (if not previously approved by Grantor) proposed for use and may require such additional information as reasonably may be necessary to completely evaluate the proposed structure or improvements.

4.3 **Approvals.** Approval or disapproval of applications to Grantor shall be given to the applicant in writing within fifteen (15) days of receipt thereof by Grantor in full accordance with the procedures adopted by it; in the event that the approval or disapproval is not forthcoming within fifteen (15) days, unless an extension is agreed to by the applicant, the application shall be deemed approved; provided that any construction shall be in accordance with the submitted plans. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, the following: (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects or dangerous conditions in the improvements.

#### 5. USE AND DENSITY RESTRICTIONS.

5.1 **Use and Density Restrictions.** Grantee shall occupy and use the Property solely for the operation of a single family subdivision. Improvements constructed upon the Property shall not exceed a height of thirty-five (35) feet.

5.2 **PUD/DRI Compliance.** Due to the integrated nature of the Property and the Six Mile Creek Parcel under the terms of the Saint Johns DRI and Six Mile Creek PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the Saint Johns DRI or Six Mile Creek PUD without the prior written consent of Grantor.

5.3 **Underground Utilities.** Except for a single set of power poles not exceeding thirty-five (35) feet in height located within the northerly forty (40) feet of the Property, all electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

5.4 **Compliance with Laws.** Grantee will comply, at its expense, with the terms of the Saint Johns DRI and Six Mile Creek PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements

constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.

**5.5 No Implication.** None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property. This Section shall not apply to the easements specifically granted to Grantee pursuant to Section 1 of this Deed.

**5.6 Nuisance.** Grantee shall not conduct any business upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

**5.7 Television and Radio Equipment.** Except as may be otherwise required by law, no installation of any antenna, satellite dish or radio or television equipment visible from the exterior of any Improvements shall be permitted on the Property.

**5.8 Maintenance.** Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance especially along the perimeters of the Property.

## **6. MISCELLANEOUS.**

**6.1 Successors and Assigns.** The easement rights, covenants and restrictions contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof. The easement rights granted in Sections 1.4(b) and 1.5(b) above shall be binding upon Grantor and all owners of the Phase II Property and any portion of the Drainage System.

**6.2 Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property or Six Mile Creek Parcel whose lands are affected by such amendment, the owner of the lands which are benefitted by any provision of this Deed to be amended, and Grantor and its assignees. The terms and provisions of this Deed providing rights and benefits to the Association may only be modified with the consent and joinder of the Association.

**6.3 Notice.** Any notice required to be given hereunder will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

### **TO Grantee:**

Kernan Mill, Inc,  
Lawrence R. Towers  
1914 Art Museum Drive  
Jacksonville, Florida 32207

**TO Grantor:**

SJ Land Associates, LLC  
824 Market Street, Suite 900  
Wilmington, Delaware 19801  
Attention: Andrew H. McQuarrie

Copy to:  
James E. Davidson, Jr.  
Davidson Development, Inc.  
101 East Town Place, Suite 200  
St. Augustine, Florida 32092

The effective date of the notice shall be three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.

**6.4 Remedies for Default.** The covenants, conditions and easements contained herein constitute obligations running with title to the Property. Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

**6.5 Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

**6.6 Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

**6.7 Platted Lots and Final Development Plan.** Notwithstanding anything contained herein to the contrary, the terms and provisions of Section 1.5 concerning drainage easements and maintenance of the Drainage System shall not constitute an encumbrance upon title to any lot within a platted subdivision within the Property or Six Mile Creek, or any property described as part of a final development plan as approved by St. Johns County, within the Property or Six Mile Creek, except to the extent that easements for drainage purposes are (i) specifically located upon the plat affecting such lot recorded in the Public Records of St. Johns County, Florida, (ii) incorporated in the recorded Declaration of Covenants and Restrictions applicable to the platted lots within a subdivision, or (iii) specifically designated as drainage easements as part of a final development plan, as approved by St. Johns County.



**6.8 Additional Restrictions.** Grantor may, with the approval and joinder of Grantee, modify, waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time and/or may assign any and all of its rights, powers, obligations and privileges under this Deed to any other corporation, association or person, without the consent or joinder of any other party. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

**6.9 No Third Party Beneficiaries.** This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to create any rights or remedies as to third parties other than the Associations to the extent specifically provided for herein.

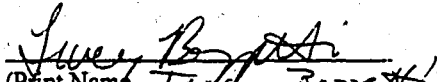
**6.10 Release of Grantee.** Upon Grantee's conveyance of all or any part of the Property to subsequent grantees, Grantee shall be released from all duties or responsibilities of Grantee as set forth in this Deed to the extent of such portion of the Property so conveyed, provided however, that Grantee shall not be released from any failure to comply with the provisions of this Deed which shall occur prior to conveyance of the Property from Grantee to such subsequent grantees.

**IN WITNESS WHEREOF,** Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

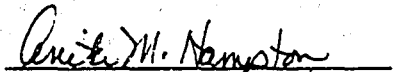
**GRANTOR:**

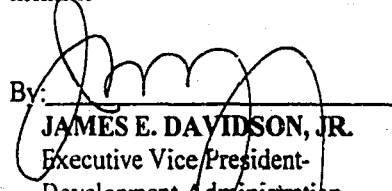
Signed, sealed and  
delivered in the  
presence of:

**SJ LAND ASSOCIATES, LLC, a Delaware  
Limited Liability Company**

  
(Print Name) Tracy Bezzel

By: SJ Land Company, its managing  
member

  
(Print Name) Anita M. Hampton

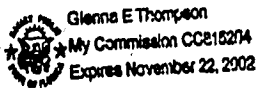
By:   
**JAMES E. DAVIDSON, JR.**  
Executive Vice President-  
Development Administration

[CORPORATE SEAL]

STATE OF FLORIDA )

COUNTY OF St. John )

The foregoing instrument was acknowledged before me this 9th day of December, 1999, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President - Development Administration of SJ Land Company, a Delaware corporation, the sole member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



Glenna E. Thompson  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known ☒ \_\_\_\_\_

or Produced I.D. \_\_\_\_\_

[check one of the above]

Type of Identification Produced \_\_\_\_\_

GRANTEE:

**KERNAN MILL, INC.**, a Florida corporation

William T. By  
(Print Name William T. By)

By: Lawrence R. Towers  
**LAWRENCE R. TOWERS, President**

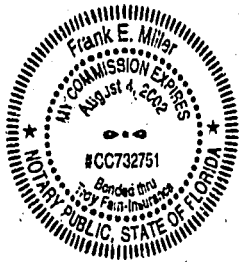
Frank E. Miller  
(Print Name Frank E. Miller)

[CORPORATE SEAL]

STATE OF FLORIDA )

COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 1999,  
by **LAWRENCE R. TOWERS**, as President of **KERNAN MILL, INC.**, a Florida corporation,  
on behalf of the corporation.



Frank E. Miller  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

EXHIBIT LIST

Exhibit A	Property
Exhibit B	Exceptions
Exhibit C	Phase II Property
Exhibit D	Civic Site
Exhibit E	School Site
Exhibit F	Access Road
Exhibit G	Lake Maintenance Easement

# EXHIBIT A

OR1462PG 290

## CENTRAL TRACT AT SIX MILE CREEK PHASE 1

PART OF SECTION 37 TOGETHER WITH A PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'27" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 302.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 19°47'27" WEST, A DISTANCE OF 250.61 FEET; THENCE SOUTH 88°41'01" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET TO A POINT IN THE DIVISION LINE BETWEEN SECTION 37 AND SECTION 38; THENCE NORTH 01°06'48" WEST ALONG SAID SECTION LINE, A DISTANCE OF 55.21 FEET; THENCE SOUTH 88°47'25" WEST LEAVING SAID SECTION LINE, A DISTANCE OF 32.30 FEET; THENCE SOUTH 77°35'11" WEST, A DISTANCE OF 879.38 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 71.46 FEET; THENCE SOUTH 77°35'11" WEST, A DISTANCE OF 474.88 FEET; THENCE DUE SOUTH, A DISTANCE OF 733.19 FEET; THENCE DUE EAST, A DISTANCE OF 480.00 FEET; THENCE SOUTH 01°06'48" EAST, A DISTANCE OF 996.58 FEET; THENCE NORTH 82°00'00" WEST, A DISTANCE OF 36.62 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 41.72 FEET; THENCE NORTH 51°30'00" WEST, A DISTANCE OF 20.27 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 15.64 FEET; THENCE DUE SOUTH, A DISTANCE OF 13.24 FEET; THENCE DUE WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 04°30'00" WEST, A DISTANCE OF 83.15 FEET; THENCE SOUTH 12°30'00" WEST, A DISTANCE OF 51.19 FEET; THENCE SOUTH 23°00'00" WEST, A DISTANCE OF 3.61 FEET; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 3.51 FEET; THENCE NORTH 12°30'00" WEST, A DISTANCE OF 53.16 FEET; THENCE DUE NORTH, A DISTANCE OF 137.78 FEET; THENCE NORTH 04°30'00" EAST, A DISTANCE OF 74.47 FEET; THENCE NORTH 08°30'00" WEST, A DISTANCE OF 181.28 FEET; THENCE NORTH 67°00'00" WEST, A DISTANCE OF 116.03 FEET; THENCE NORTH 75°30'00" WEST, A DISTANCE OF 530.60 FEET; THENCE NORTH 77°00'00" WEST, A DISTANCE OF 448.60 FEET; THENCE NORTH 79°30'00" WEST, A DISTANCE OF 377.07 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 76.79 FEET; THENCE NORTH 25°00'00" WEST, A DISTANCE OF 106.65 FEET; THENCE SOUTH 87°00'00" WEST, A DISTANCE OF 248.47 FEET; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 83.38 FEET; THENCE NORTH 77°00'00" WEST, A DISTANCE OF 100.05 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 149.61 FEET; THENCE NORTH 84°00'00" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 77°00'00" WEST, A DISTANCE OF 88.19 FEET; THENCE NORTH 82°00'00" WEST, A DISTANCE OF 85.83 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 120.81 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 39.83 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH

80°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 80°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 269.97 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 159.87 FEET; THENCE SOUTH 59°15'00" EAST, A DISTANCE OF 71.13 FEET; THENCE SOUTH 48°45'00" EAST, A DISTANCE OF 58.79 FEET; THENCE SOUTH 39°30'00" EAST, A DISTANCE OF 55.71 FEET; THENCE SOUTH 35°00'00" EAST, A DISTANCE OF 302.41 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°20'54" EAST AND A CHORD DISTANCE OF 79.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°00'00" EAST, A DISTANCE OF 15.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°00'00" EAST, A DISTANCE OF 85.00 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 42°00'00" WEST, A DISTANCE OF 126.70 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 525.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°30'00" WEST AND A CHORD DISTANCE OF 155.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 114.60 FEET; THENCE NORTH 25°00'00" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 20°30'00" EAST, A DISTANCE OF 113.14 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°45'00" EAST AND A CHORD DISTANCE OF 96.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°00'00" EAST, A DISTANCE OF 258.51 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 80°00'00" EAST, A DISTANCE OF 19.49 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 164.98 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MILL CREEK ESTATES AS SHOWN IN MAP BOOK 14, PAGE 104, OF SAID PUBLIC RECORDS; THENCE SOUTH 78°55'26" EAST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 241.78 FEET; THENCE NORTH 83°38'11" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE SOUTH 84°04'12" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH 40°00'30" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH 77°35'11" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 1586.25 FEET; THENCE NORTH 88°47'25" EAST, A DISTANCE OF 848.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CENTRAL TRACT PHASE 1 BEING SUBJECT TO THE FOLLOWING DESCRIBED SCHOOL AND CIVIC SITE ACCESS EASEMENT.

PART OF SECTION 37, TOGETHER WITH PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY), AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, PACETTI ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'27" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 430.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'27" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 122.07 FEET; THENCE SOUTH 88°41'01" WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 55.21 FEET; THENCE SOUTH 88°47'25" WEST, A DISTANCE OF 32.30 FEET; THENCE SOUTH 77°35'11" WEST, A DISTANCE OF 879.38 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 61.19 FEET; THENCE NORTH 77°35'11" EAST, A DISTANCE OF 873.28 FEET; THENCE NORTH 88°47'25" EAST, A DISTANCE OF 790.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CENTRAL TRACT PHASE 1 BEING SUBJECT TO A 60 FOOT INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 492, PAGES 745-749 PARCEL E, AS PARTIALLY TERMINATED BY OFFICIAL RECORDS BOOK 825, PAGE 569 AND A 60 FOOT FLORIDA POWER AND LIGHT EASEMENT BY OFFICIAL RECORDS BOOK 568, PAGE 1074, AS MODIFIED BY OFFICIAL RECORDS BOOK 1039, PAGE 834, ALL OF SAID PUBLIC RECORDS.

**EXHIBIT B****PERMITTED EXCEPTIONS****[SIX MILE CREEK CENTRAL PARCEL PHASE I]**

1. Ad valorem taxes and assessments for 2000 and subsequent years.
2. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, and as further modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1333, page 205; modified by Modification of Saint Johns DRI/Development Order under Resolution 98-179, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883; and as further modified by Modification of Saint Johns DRI/Development Order Modification under Resolution 99-20, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1388, page 1323, and as modified by Saint Johns DRI Six Mile Creek Parcel Master Development Plan Modification under Resolution 99-173, all of the public records of St. Johns County, Florida; and Allocation of Development Rights dated July 20, 1998 between SJH Partnership, Ltd., Dunavant Enterprises, Inc., and SJ Land Associates, LLC, as recorded on July 21, 1998, in Official Records Book 1335, page 340, of the Public Records of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. Utility Easement in favor of Florida Power & Light Company recorded in Official Records Book 657, page 378, and as modified in Official Records Book 1039, page 834, of the public records of St. Johns County, Florida.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.



6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596, Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590, and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, all of the Public Records of St. Johns County, Florida.
7. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
8. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999, in Official Records Book 1384, page 1780, of the public records of St. Johns County, Florida.
9. Easement for Ingress and Egress by SJ Land Associates, LLC, to St. Johns County School Board to be recorded in the public records of St. Johns County, Florida, for the benefit of Parcel 8 School Site.
10. Access Easement recorded in Official Records Book 492, page 745, as amended by Termination of Access Easement recorded in Official Records Book 825, page 569, all of the public records of St. Johns County, Florida.
11. Utility Easement in favor of Florida Power & Light Company recorded in Official Records Book 568, page 1074 and as modified in Official Records Book 1039, page 834, of the public records of St. Johns County, Florida.
12. Easement for drainage and ingress and egress in favor of St. Johns County in Special Warranty Deed recorded in Official Records Book 1458, page 486, of the public records of St. Johns County, Florida.

# EXHIBIT C

081462PG 295

## CENTRAL TRACT AT SIX MILE CREEK PHASE 2

A PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'27''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 302.22 FEET; THENCE SOUTH  $88^{\circ}47'25''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 848.21 FEET; THENCE SOUTH  $77^{\circ}35'11''$  WEST, A DISTANCE OF 1586.25 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 30, AS SHOWN ON AFORESAID MILL CREEK ESTATES; THENCE NORTH  $40^{\circ}00'30''$  WEST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH  $84^{\circ}04'12''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH  $83^{\circ}38'11''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE NORTH  $78^{\circ}55'26''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $10^{\circ}00'00''$  WEST LEAVING SAID SOUTHERLY LINE OF MILL CREEK ESTATES, A DISTANCE OF 164.98 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 19.49 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 258.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $74^{\circ}45'00''$  WEST AND A CHORD DISTANCE OF 96.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $20^{\circ}30'00''$  WEST, A DISTANCE OF 113.14 FEET; THENCE SOUTH  $25^{\circ}00'00''$  WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH  $65^{\circ}00'00''$  EAST, A DISTANCE OF 114.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 525.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $56^{\circ}30'00''$  EAST AND A CHORD DISTANCE OF 155.20 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $42^{\circ}00'00''$  EAST, A DISTANCE OF 126.70 FEET; THENCE SOUTH  $35^{\circ}00'00''$  EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH  $55^{\circ}00'00''$  WEST, A DISTANCE OF 85.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $80^{\circ}00'00''$  WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $55^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 10°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°00'00" WEST, A DISTANCE OF 15.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°20'54" WEST AND A CHORD DISTANCE OF 79.86 FEET TO A POINT ON SAID CURVE; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 302.41 FEET; THENCE NORTH 39°30'00" WEST, A DISTANCE OF 55.71 FEET; THENCE NORTH 48°45'00" WEST, A DISTANCE OF 58.79 FEET; THENCE NORTH 59°15'00" WEST, A DISTANCE OF 71.13 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 159.87 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 269.97 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 80°00'00" EAST, A DISTANCE OF 39.83 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 120.81 FEET; THENCE NORTH 82°00'00" WEST, A DISTANCE OF 90.46 FEET; THENCE NORTH 72°30'00" WEST, A DISTANCE OF 17.86 FEET; THENCE NORTH 83°00'00" WEST, A DISTANCE OF 243.66 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 179.25 FEET; THENCE NORTH 80°30'00" WEST, A DISTANCE OF 411.00 FEET; THENCE NORTH 88°00'00" WEST, A DISTANCE OF 157.00 FEET; THENCE NORTH 80°30'00" WEST, A DISTANCE OF 135.20 FEET; THENCE NORTH 75°30'00" WEST, A DISTANCE OF 72.50 FEET; THENCE NORTH 17°00'00" WEST, A DISTANCE OF 363.58 FEET; THENCE NORTH 34°00'00" WEST, A DISTANCE OF 339.05 FEET; THENCE NORTH 09°38'02" WEST, A DISTANCE OF 85.53 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 142.32 FEET; THENCE NORTH 75°00'00" EAST, A DISTANCE OF 76.15 FEET; THENCE NORTH 60°00'00" EAST, A DISTANCE OF 75.89 FEET; THENCE NORTH 53°00'00" EAST, A DISTANCE OF 313.70 FEET; THENCE NORTH 32°30'00" EAST, A DISTANCE OF 68.65 FEET; THENCE NORTH 23°00'00" EAST, A DISTANCE OF 56.08 FEET; THENCE NORTH 11°42'07" EAST, A DISTANCE OF 8.80 FEET TO A POINT IN THE SOUTHERLY LINE OF AFORESAID MILL CREEK ESTATES; THENCE SOUTH 78°17'53" EAST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 1593.08 FEET; THENCE NORTH 11°11'24" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 13.74 FEET; THENCE SOUTH 78°55'26" EAST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 344.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CENTRAL TRACT PHASE 2 BEING SUBJECT TO A 60

FOOT INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 492, PAGES 745-749 PARCEL E, AS PARTIALLY TERMINATED BY OFFICIAL RECORDS BOOK 825, PAGE 569 AND A 60 FOOT FLORIDA POWER AND LIGHT EASEMENT BY OFFICIAL RECORDS BOOK 568, PAGE 1074, AS MODIFIED BY OFFICIAL RECORDS BOOK 1039, PAGE 834, ALL OF SAID PUBLIC RECORDS.

# EXHIBIT D

OR1462PG 298

## CIVIC SITE

PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'27''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 552.83 FEET; THENCE SOUTH  $88^{\circ}41'01''$  WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET; THENCE NORTH  $01^{\circ}06'48''$  WEST, A DISTANCE OF 55.21 FEET; THENCE SOUTH  $88^{\circ}47'25''$  WEST, A DISTANCE OF 32.30 FEET; THENCE SOUTH  $77^{\circ}35'11''$  WEST, A DISTANCE OF 879.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $01^{\circ}06'48''$  EAST, A DISTANCE OF 763.97 FEET; THENCE DUE WEST, A DISTANCE OF 480.00 FEET; THENCE DUE NORTH, A DISTANCE OF 733.19 FEET; THENCE NORTH  $77^{\circ}35'11''$  EAST, A DISTANCE OF 474.88 FEET; THENCE SOUTH  $01^{\circ}06'48''$  EAST, A DISTANCE OF 71.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE BEING SUBJECT TO A PROPOSED 30 FOOT UTILITY AND DRAINAGE EASEMENT, SAID EASEMENT BEING 30.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE; AND A PROPOSED 15 FOOT UTILITY AND DRAINAGE EASEMENT BEING 15.00 FEET WESTERLY OF THE EASTERLY LINE OF THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE. ALSO BEING GRANTED THE FOLLOWING DESCRIBED CIVIC ACCESS EASEMENT.

# EXHIBIT E

DR1462PG 299

## SCHOOL SITE

PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, PACETTI ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'27" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 552.83 FEET; THENCE SOUTH 88°41'01" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE DIVISION LINE BETWEEN SECTION 37 AND SAID SECTION 38; THENCE SOUTH 01°06'48" EAST ALONG THE EASTERLY LINE OF SAID SECTION 38, A DISTANCE OF 2091.39 FEET TO ITS INTERSECTION WITH A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE AS PHOTO INTERPRETED BY ENVIROPLAN, INC. AS SHOWN ON SURVEY BY NORTHEAST FLORIDA SURVEYORS, DATED MARCH 8, 1991, MAP NO. T-DD-4-3B; THENCE LEAVING SAID SECTION 38 AND ALONG SAID JURISDICTIONAL LINE THE FOLLOWING SEVENTEEN COURSES: COURSE NO. 1) SOUTH 88°53'11" WEST, A DISTANCE OF 7.37 FEET; COURSE NO. 2) NORTH 62°30'00" WEST, A DISTANCE OF 53.77 FEET; COURSE NO. 3) NORTH 34°30'00" WEST, A DISTANCE OF 63.24 FEET; COURSE NO. 4) DUE NORTH, A DISTANCE OF 54.54 FEET; COURSE NO. 5) NORTH 36°00'00" EAST, A DISTANCE OF 90.82 FEET; COURSE NO. 6) DUE WEST, A DISTANCE OF 68.20 FEET; COURSE NO. 7) SOUTH 68°00'00" WEST, A DISTANCE OF 131.72 FEET; COURSE NO. 8) SOUTH 36°00'00" WEST, A DISTANCE OF 119.11 FEET; COURSE NO. 9) SOUTH 52°00'00" WEST, A DISTANCE OF 67.11 FEET; COURSE NO. 10) SOUTH 80°30'00" WEST, A DISTANCE OF 62.31 FEET; COURSE NO. 11) NORTH 57°00'00" WEST, A DISTANCE OF 91.40 FEET; COURSE NO. 12) NORTH 75°00'00" WEST, A DISTANCE OF 58.51 FEET; COURSE NO. 13) NORTH 48°00'00" WEST, A DISTANCE OF 34.64 FEET; COURSE NO. 14) NORTH 76°00'00" WEST, A DISTANCE OF 154.03 FEET; COURSE NO. 15) NORTH 54°00'00" WEST, A DISTANCE OF 49.28 FEET; COURSE NO. 16) NORTH 70°00'00" WEST, A DISTANCE OF 71.11 FEET; COURSE NO. 17) NORTH 82°00'00" WEST, A DISTANCE OF 72.09 FEET; THENCE NORTH 01°06'48" WEST LEAVING SAID JURISDICTIONAL LINE, A DISTANCE OF 1760.61 FEET; THENCE NORTH 77°35'11" EAST, A DISTANCE OF 879.38 FEET; THENCE NORTH 88°47'25" EAST, A DISTANCE OF 32.30 FEET; THENCE SOUTH 01°06'48" EAST, A DISTANCE OF 55.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES MORE OR LESS.

REV. 12/02/98  
REV. 08/16/99; REV. 08/19/99

**EXHIBIT F**  
[Access Road]

That portion of the Property described on Exhibit "A" attached to the Special Warranty Deed to which this Exhibit "F" is attached is located to the east of the northerly prolongation of the westerly boundary of the real property conveyed to St. Johns County, Florida, by that certain Special Warranty Deed recorded in Official Records Book 1458 at page 486 of the public records of St. Johns County, Florida.

# EXHIBIT G

## INGRESS AND EGRESS EASEMENT NO. 1 FOR CONSTRUCTION AND MAINTENANCE OF LAKES

A PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'27''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 302.22 FEET; THENCE SOUTH  $88^{\circ}47'25''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 848.21 FEET; THENCE SOUTH  $77^{\circ}35'11''$  WEST, A DISTANCE OF 1586.25 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 30, AS SHOWN ON AFORESAID MILL CREEK ESTATES; THENCE NORTH  $40^{\circ}00'30''$  WEST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH  $84^{\circ}04'12''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH  $83^{\circ}38'11''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE NORTH  $78^{\circ}55'26''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 241.78 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST LEAVING SAID SOUTHERLY LINE OF MILL CREEK ESTATES, A DISTANCE OF 164.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 258.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 155.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $71^{\circ}30'28''$  WEST AND A CHORD DISTANCE OF 155.06 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $26^{\circ}59'03''$  EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 140.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $71^{\circ}30'28''$  EAST AND A CHORD DISTANCE OF 140.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $80^{\circ}00'00''$  EAST, A DISTANCE OF 258.51 FEET TO THE POINT OF BEGINNING.



## INGRESS AND EGRESS EASEMENT NO. 2 FOR CONSTRUCTION AND MAINTENANCE OF LAKES

A PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'27''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 302.22 FEET; THENCE SOUTH  $88^{\circ}47'25''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 848.21 FEET; THENCE SOUTH  $77^{\circ}35'11''$  WEST, A DISTANCE OF 1586.25 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 30, AS SHOWN ON AFORESAID MILL CREEK ESTATES; THENCE NORTH  $40^{\circ}00'30''$  WEST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH  $84^{\circ}04'12''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH  $83^{\circ}38'11''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE NORTH  $78^{\circ}55'26''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 241.78 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST LEAVING SAID SOUTHERLY LINE OF MILL CREEK ESTATES, A DISTANCE OF 164.98 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 19.49 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 258.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $74^{\circ}45'00''$  WEST AND A CHORD DISTANCE OF 96.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $20^{\circ}30'00''$  WEST, A DISTANCE OF 113.14 FEET; THENCE SOUTH  $25^{\circ}00'00''$  WEST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $65^{\circ}00'00''$  EAST, A DISTANCE OF 114.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 525.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 274.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $50^{\circ}00'00''$  EAST AND A CHORD DISTANCE OF 271.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $35^{\circ}00'00''$  EAST, A DISTANCE OF 289.00 FEET; THENCE SOUTH  $55^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $35^{\circ}00'00''$  WEST, A DISTANCE OF 289.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 475.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 233.71 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°05'43" WEST AND A CHORD DISTANCE OF 231.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 25°00'00" WEST, A DISTANCE OF 121.27 FEET; THENCE NORTH 59°15'00" WEST, A DISTANCE OF 15.08 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 25°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 161.22 FEET; THENCE NORTH 25°00'00" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 61.63 FEET TO THE POINT OF BEGINNING.

## INGRESS AND EGRESS EASEMENT NO. 3 FOR CONSTRUCTION AND MAINTENANCE OF LAKES

A PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $19^{\circ}47'27''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 302.22 FEET; THENCE SOUTH  $88^{\circ}47'25''$  WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 848.21 FEET; THENCE SOUTH  $77^{\circ}35'11''$  WEST, A DISTANCE OF 1586.25 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 30, AS SHOWN ON AFORESAID MILL CREEK ESTATES; THENCE NORTH  $40^{\circ}00'30''$  WEST ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH  $84^{\circ}04'12''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH  $83^{\circ}38'11''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE NORTH  $78^{\circ}55'26''$  WEST CONTINUING ALONG SAID MILL CREEK ESTATES, A DISTANCE OF 241.78 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST LEAVING SAID SOUTHERLY LINE OF MILL CREEK ESTATES, A DISTANCE OF 164.98 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 19.49 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 258.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $74^{\circ}45'00''$  WEST AND A CHORD DISTANCE OF 96.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $20^{\circ}30'00''$  WEST, A DISTANCE OF 113.14 FEET; THENCE SOUTH  $25^{\circ}00'00''$  WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH  $65^{\circ}00'00''$  WEST, A DISTANCE OF 61.63 FEET; THENCE SOUTH  $25^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH  $65^{\circ}00'00''$  EAST, A DISTANCE OF 161.22 FEET; THENCE SOUTH  $25^{\circ}00'00''$  WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH  $65^{\circ}00'00''$  WEST, A DISTANCE OF 159.87 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 119.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH  $10^{\circ}00'00''$  WEST, A DISTANCE OF 205.00 FEET; THENCE NORTH  $80^{\circ}00'00''$  WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH  $10^{\circ}00'00''$  EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH  $80^{\circ}00'00''$  EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.