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PREPARED BY:
M. LYNN PAPPAS, ESQ.

AFTER RECORDING, RETURN TO:
GLENN THOMPSON
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

Public Records of
St. Johns County, FL
Clerk# 03-048818
O.R. 1995 PG 632
10:10AM 07/15/2003
REC \$49.00 SUR \$6.50
Doc Stamps \$35,436.10

SPECIAL WARRANTY DEED

[SIX MILE CREEK WEST PARCEL I]

THIS SPECIAL WARRANTY DEED is made and executed as of the 8th day of July, 2003, 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 **D. R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation (hereinafter called "Grantee"), whose address is 9456 Philips Highway, Suite 1, Jacksonville, Florida 32256.

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. PERMIT COMPLIANCE.

1.1 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 Development Order as approved by St. Johns County Resolution Number 91-130 as modified (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)

as amended and extended (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 and 4-109-21486-2 (the "MSSW Permits"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit"). The ACOE Permit, Conceptual MSSW Permits, 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.

1.2 Conservation Easement. That portion of the Property constituting those jurisdictional wetlands as identified in Jurisdictional Declaratory Statement and Final Report for St. Johns Harbour, Parcel B (BJ-55-178091-2) issued by the Florida Department of Environmental Protection (f/k/a Florida Department of Environmental Regulation) (the "Conservation Easement Area") shall be subject to the following restrictions:

1.2.1 The Conservation Objectives. The Conservation Easement Area will be retained forever in its existing natural condition and the use of the Conservation Easement Area will not impair or interfere with the environmental value of the Conservation Easement Area.

1.2.2 Prohibited Uses. Any activity on or use of the Conservation Easement Area inconsistent with the purpose of the restriction referenced in Section 1.2.1 above is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing of building, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for exotic species of plants. Exotic plant removal requires written prior approval from the Grantee.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

To accomplish the purposes stated herein, Grantor reserves the following rights for itself and the Saint Johns River Water Management District (the "District"):

(a) To enter upon and inspect the Conservation Easement Area after reasonable notice, in a reasonable manner and at reasonable times to determine if Grantee or its successors and assigns are complying with the covenants and prohibitions contained in this Section 1.2.

(b) To proceed at law or in equity to enforce the provisions of this Section 1 and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area that may be damaged by any activity inconsistent with this Section 1.2.

(c) For ingress and egress across the Property to inspect the conservation easement areas located on that certain property known as Heritage Landing Phases 2, 3, and 4 ("the Equity Property"). The location of the easement granted in this Section 1.2 shall be along the same access easement areas granted to the owner of the Equity Property for ingress and egress.

1.2.3 Grantor's Discretion. Grantor or the District may enforce the terms of this Section 1 at their discretion, but if Grantee breaches any term of this Section 1 and Grantor or the District do not exercise their rights hereunder, forbearance shall not be construed to be a waiver of such term, or of any subsequent breach of the same, or any other term of this Section 1.2, or of any of the Grantor's rights under this Section 1.2. No delay or omission by Grantor or the District in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy or be construed as a waiver. Neither Grantor nor the District shall be obligated to Grantee, or to any other person or entity, to enforce the provisions of this Section 1.2.

1.2.4 Grantee's Liability. Grantee will assume all liability for any injury or damage to the person or property of third parties which may occur on the Conservation Easement Area arising from Grantee's ownership of the Conservation Easement Area. Neither Grantee nor any person or entity claiming by or through Grantee, shall hold Grantor liable for any damage or injury to person or personal property which may occur on the Conservation Easement Area, except for that damage or injury arising out of the negligence or intentional acts of Grantor or the District.

1.2.5 Acts Beyond Grantor's Control. Nothing contained in this Section 1.2 shall be construed to entitle Grantor or the District to bring any action against Grantee for any injury to or change in the Conservation Easement Area resulting from causes beyond Grantee's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantee under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Area or to persons resulting from such causes.

1.2.6 Provisions Superseded by Conservation Easement. Notwithstanding the provisions of this Section 1.2, at such time as Grantee shall have granted and conveyed to the District a recorded conservation easement in form and content satisfactory to the District over all those portions of the Conservation Easement Area constituting jurisdictional wetlands to be dedicated by conservation easement to the District pursuant to the Surface Water Permits, the provisions of this Section 1.2 shall be deemed fully and forever released and of no further force and effect.

2. USE AND DENSITY RESTRICTIONS.

2.1 Use and Density Restrictions. Grantee shall occupy and use the Property solely for the development of up to 338 single family residential dwellings and ancillary recreational uses. Improvements constructed upon the Property shall not exceed a height of 35 feet, subject to the limitations set forth in Section 1.2 above.

2.2 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.

2.3 Underground Utilities. All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

2.4 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.

2.5 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.

2.6 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.

2.7 Television and Radio Equipment. No installation of any antenna or aerial wire or radio or television equipment visible from the exterior of any Improvements shall be permitted on the Property.

2.8 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.

2.9 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.

3. MISCELLANEOUS.

3.1 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.

3.2 Modification. The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are benefited by any provision of this Deed to be amended, Grantor and its assignees and the District as to Section 1.2.

3.3 Notice. Any notice required to be given hereunder will be effective only if such notice has been sent by overnight courier, personally delivered 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:

D. R. Horton, Inc. - Jacksonville
1901 Ascension Boulevard, Suite 100
Arlington, Texas 76006
Attention: Ted I. Harbour

Copy to:

Phillip A. Fremento and Robert S. Porter
D. R. Horton, Inc. - Jacksonville
9456 Philips Highway, Suite 1
Jacksonville, Florida 32256

TO Grantor:

SJ Land Associates, LLC
824 Market Street, Suite 900
Wilmington, DE 19801
Attention: Andrew H. McQuarrie

Copy to:
James E. Davidson, Jr.
Davidson Development, Inc.
101 East Town Place, Suite 200
St. Augustine, FL 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.

3.4 Remedies for Default. The covenants and conditions 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, provided however, that all claims for default shall be subject to the dispute resolution procedures outlined in Section 23 of that certain Contract of Sale between SJ Land Associates, LLC and D. R. Horton, Inc. - Jacksonville dated March 21, 2003 as amended by First Amendment to Contract of Sale dated July 8, 2003, and partially assigned to Equity by Partial Assignment and Assumption of Contract of Sale dated July 8, 2003.

3.5 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.

3.6 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.

3.7 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.

3.8 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 District to the extent specifically provided for herein.

3.9 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 conveyed; provided, however, that such release shall be effective only in the event such subsequent grantee expressly assumes the duties and responsibilities of Grantee hereunder as to the portion of the Property conveyed, and provided further, that Grantee shall not be released as to any portion of the Property retained by Grantee.

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:

(Print Name Steven G. Grynch-T)

(Print Name Glenna E. Thompson)

STATE OF FLORIDA)

COUNTY OF Deval)

)SS

SJ LAND ASSOCIATES, LLC
a Delaware limited liability company

By:

JAMES E. DAVIDSON, JR.
Its Manager

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 8th day of July, 2003, by **JAMES E. DAVIDSON, JR.**, the Manager of SJ Land Associates, LLC, a Delaware limited liability company, on behalf of the company.

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

(Print Name Glenna E. Thompson)
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:

D. R. HORTON, INC. - JACKSONVILLE,
a Delaware corporation

HS
(Print Name STEWART GRIFFIN)

Glenna E. Thompson
(Print Name Glenna E. Thompson)

By: VP
Name: Philip A. Fremento
Its: V.P.

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Duval)SS

The foregoing instrument was acknowledged before me this 8th day of July, 2003, by Philip A. Fremento, as V.P. of D. R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the Corporation.

Glenna E. Thompson
(Print Name _____)

NOTARY PUBLIC

State of _____ at Large

Commission # _____

My Commission Expires: _____

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

Personally Known _____
or Produced I.D. ✓
[check one of the above]

Type of Identification Produced

FL DR F655-661-56-266-7

EXHIBIT A

Property

RIVERTRACT WEST PHASE I

A PART OF SECTIONS 24 AND 25, TOWNSHIP 6 SOUTH, RANGE 27 EAST AND SECTION 19, 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'26''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}59'25''$ EAST AND A CHORD DISTANCE OF 12.32 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT WIDE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $02^{\circ}24'17''$ EAST, LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 2680.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $02^{\circ}24'17''$ EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 2471.54 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 615.00 FEET; THENCE WESTERLY, LEAVING THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT EASEMENT AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $83^{\circ}07'34''$ WEST AND A CHORD DISTANCE OF 279.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 179.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 710.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $87^{\circ}30'00''$ WEST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $75^{\circ}00'00''$ WEST, A DISTANCE OF 109.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 790.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $80^{\circ}57'22''$ WEST AND A CHORD DISTANCE OF 163.95 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $03^{\circ}05'16''$ EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST, A DISTANCE OF 502.56 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 320.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $11^{\circ}11'26''$ WEST AND A CHORD DISTANCE OF 124.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 121.83 FEET TO

THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°00'00" EAST AND A CHORD DISTANCE OF 163.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°43'50" EAST AND A CHORD DISTANCE OF 35.19 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 790.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°16'10" WEST AND A CHORD DISTANCE OF 7.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 66°00'30" WEST AND A CHORD DISTANCE OF 75.18 TO THE END OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 121.83 FEET; THENCE SOUTH 12°37'08" WEST, A DISTANCE OF 87.07 FEET; THENCE DUE SOUTH, A DISTANCE OF 416.50 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 84.19 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 155.09 FEET; THENCE SOUTH 68°57'45" WEST, A DISTANCE OF 98.49 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 223.54 FEET; THENCE SOUTH 87°43'18" WEST, A DISTANCE OF 694.22 FEET; THENCE NORTH 02°16'42" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 13 (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2965.52 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE NORTHEASTERLY ALONG 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 20°08'28" EAST AND A DISTANCE OF 718.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 65°01'00" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13, A DISTANCE OF 967.56 FEET; THENCE NORTH 87°36'25" EAST, A DISTANCE OF 1587.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**Permitted Exceptions**

1. Taxes and assessments for the year 2003 and subsequent years.
2. Right of Way Agreement in favor of Florida Power & Light Company recorded in Official Records Book 46, page 647.
3. Matters as shown on Plat of Smugglers Landing recorded in Map Book 15, pages 53 through 59.
4. Unrecorded Gas System Developer Agreement dated March 25, 1997, by and between Peoples Gas Company, Peoples Gas System, Inc. and Dunavant Enterprises, Inc.
5. Unrecorded Cable and Other Information and Entertainment Services Agreement dated October 15, 1996 by and between SJH Partnership, Ltd., Dunavant Enterprises, Inc., World Golf Village, Inc., Davidson Development, Inc. and BellSouth Interactive Media Services, Inc.
6. Allocation of Development Rights dated July 20, 1998 by and among SJH Partnership, Ltd., a Florida limited partnership and Dunavant Enterprises, Inc., a Tennessee corporation and SJ Land Associates, LLC, a Delaware limited liability company, dated July 20, 1998 and recorded July 21, 1998 in Official Records Book 1335, page 340.
7. 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 and Notice of DRI/Development Order Modification recorded in Official Records Book 1746, page 1893; and the Amended and Restated Saint Johns Development of Regional Impact Development Order under Resolution

- 2003-16 on June 17, 2003, and Notice of DRI/Development Order Modification to be recorded.
8. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
 9. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831.
 10. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584.
 11. 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.
 12. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999 in Official Records Book 1384, page 1780.
 13. Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) recorded December 1, 1999 in Official Records Book 1458, page 498.
 14. 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.
 15. A perpetual non-exclusive easement for discharge of stormwater, as set forth in the Special Warranty Deed (Six Mile Creek West Parcel School site) recorded in Official Records Book 1566, page 159.
 16. Terms and provisions of paragraph 39 of River Tract Golf Course Conveyance Agreement dated as of April 5, 1996, containing option in favor of Scratch Golf Company to design, build and operate any golf course which may be built upon any of the Property by the Grantee, its successors and assigns.
 17. Grant of Easement in favor of Equity Investments, LLC to be recorded in the public records of St. Johns County, Florida.

NOTE: All recording references refer to the Public Records of St. Johns County, Florida, unless otherwise noted.

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.

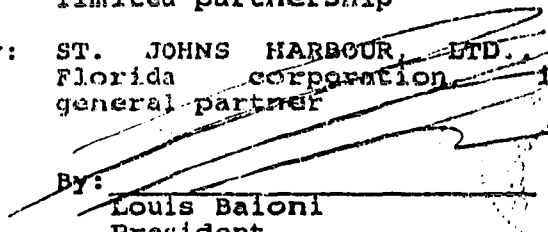
3. Binding. This Allocation of Development Rights shall be binding upon SJH, Dunavant, and SJ and their successors and assigns as the owner of all or any portion of the lands subject to the Development Order.

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

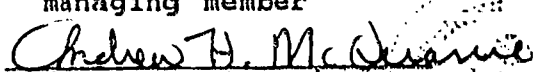
By: 
Louis Baloni
President

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°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 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 $60^{\circ}09'09''$ 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°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 523.25 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)

7
③
PREPARED BY AND
WHEN RECORDED, RETURN TO:

Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

MEMORANDUM OF OPTION AGREEMENT

By this Memorandum of Option Agreement ("Memorandum") entered into as of the 8th day of July, 2003 by and between the Grantor, EQUITY INVESTMENTS, LLC, a Florida limited liability company ("Owner") and the Grantee, D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation ("Builder") declare and agree as follows:

A. Owner owns that certain real property located in St. Johns County, Florida, described on the attached Exhibit A (the "Lots").

B. Owner has granted to Builder, and does hereby grant to Builder, pursuant to that certain Option Agreement between Builder and Owner of even date herewith ("Option Agreement"), the exclusive Option to purchase the Lots as defined in, and in accordance with, the terms of the Option Agreement.

C. The term of the Option Agreement commenced upon the date of this Memorandum and shall expire on July 31, 2006.

D. All of the other terms, conditions and agreement contained within the Option Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Option Agreement.

E. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Option Agreement as of the date first set forth above.

WITNESSES:

Builder:

D.R. HORTON, INC.-JACKSONVILLE, a
Delaware corporation

[Signature]
Print Name: H. Joseph O'Sullivan

By: [Signature]
Philip A. Fremont Vice President

[Signature]
Print Name: Glenna E. Thompson

Owner:

EQUITY INVESTMENTS, LLC, a Florida limited
liability company

[Signature]
Print Name: H. Joseph O'Sullivan

By: [Signature]
David Shapiro, Managing Member

[Signature]
Print Name: Glenna E. Thompson

STATE OF Florida)
COUNTY OF Duval) ss.:

The foregoing instrument was acknowledged before me this 8th day of July, 2003 by Philip A. Fremont, as Vice President of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on its behalf.

[NOTARIAL SEAL]

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

Notary: [Signature]
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

☐ Personally Known OR ☒ Produced Identification
Type of Identification Produced FL DR F655-661-56-266-7

STATE OF FLORIDA)

COUNTY OF Deval)

SS.:

The foregoing instrument was acknowledged before me this 8th day of July, 2003, by **DAVID SHAPIRO**, as Managing Member of **EQUITY INVESTMENTS LLC**, a Florida limited liability company, on its behalf.

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

Glenn E. Thompson
Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

☐ Personally Known ☒ Produced Identification
Type of Identification Produced: FL DE 5160-165-55-217-0

This space reserved for use
Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Jonathan T. Johnson Esq.
HOPPING GREEN & SAMS, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314

Public Records of
St. Johns County, FL
Clerk# 04-053413
O.R. 2241 PG 1759
03:23PM 07/14/2004
REC \$17.00 SUR \$18.50

**NOTICE OF ESTABLISHMENT OF THE
HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on June 22, 2004, the Board of County Commissioners of St. Johns County, Florida, adopted Ordinance No. 2004-46, which became effective on June 28, 2004, establishing the Heritage Landing Community Development District. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District's registered agent as designated to the Department of Community Affairs in accordance with section 189.416, Florida Statutes.


THE HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on the 12th day of July, 2004, and recorded in the Official Records of St. Johns County, Florida.

**HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT**



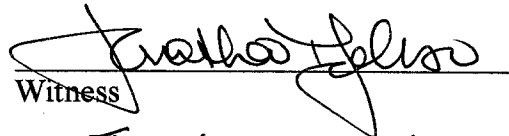
Chairman, Board of Supervisors



Witness

BLETT SORBY

Print Name



Witness

Jonathan T. Johnson

Print Name

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged and sworn before me this 12th
day of July, 2004, by RS Porter, Chairman of the Board
of Supervisors of the Heritage Landing Community Development District, who is
personally known to me or who has produced _____ as
identification.



R. Walsh
Print Name: Rob Walsh
Notary Public, State of Florida

Commission No.: DD324650

My Commission Expires: May 31, 2008

EXHIBIT A

LEGAL DESCRIPTION:

A PART OF SECTIONS 18, 19 AND A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST TOGETHER WITH A PART OF SECTIONS 24 AND 25, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING 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 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'48''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}34'09''$ EAST AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG 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 $71^{\circ}20'36''$ EAST AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'12''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}36'31''$ EAST, A DISTANCE OF 996.04 FEET; THENCE SOUTH $59^{\circ}30'00''$ EAST, A DISTANCE OF 613.25 FEET; THENCE SOUTH $34^{\circ}30'00''$ EAST, A DISTANCE OF 909.05 FEET; THENCE SOUTH $31^{\circ}42'09''$ EAST, A DISTANCE OF 506.42 FEET; THENCE DUE SOUTH, A DISTANCE OF 2204.83 FEET; THENCE SOUTH $30^{\circ}00'00''$ WEST, A DISTANCE OF 2995.75 FEET; THENCE SOUTH $50^{\circ}00'00''$ WEST, A DISTANCE OF 2325.01 FEET; THENCE NORTH $26^{\circ}00'00''$ WEST, A DISTANCE OF 4105.65 FEET; THENCE NORTH $02^{\circ}16'42''$ WEST, A DISTANCE OF 2100.13 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100.00 FOOT RIGHT-OF-WAY LINE AS NOW ESTABLISHED), SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE NORTHERLY ALONG 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 $20^{\circ}08'28''$ EAST AND A CHORD DISTANCE OF 718.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $65^{\circ}01'00''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13, A DISTANCE OF 967.56 FEET; THENCE NORTH $87^{\circ}36'25''$ EAST, A DISTANCE OF 1587.56 FEET TO A POINT IN THE WESTERLY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $02^{\circ}24'17''$ WEST ALONG THE WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 2680.12 FEET TO THE POINT OF BEGINNING. CONTAINING 596.74 ACRES MORE OR LESS.

16 Rec
65
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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.

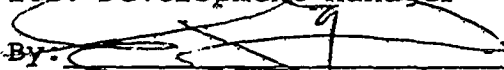
The purpose of this document is to provide notice that St. Johns County adopted a modification to the Saint Johns Development of Regional Impact Development Order on November 10, 1994 under Resolution 94-211. A subsequent modification to correct a clerical error was approved January 10, 1995 under Resolution 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 16th day of January, 1995, by EDUARDO E. GIL, Vice President of Davidson Development, Inc., a Florida corporation, on behalf of the corporation.

V. Kay Kuhl
(Print Name V. Kay Kuhl)

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 S13A (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)

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

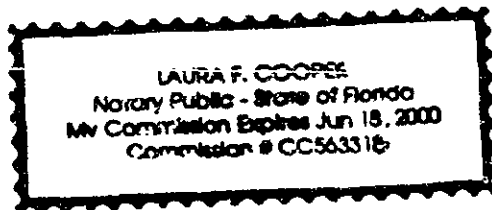
DUNAVANT ENTERPRISES, INC., a Tennessee corporation

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 30th 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°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

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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

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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 Northwesternly right-of-way line of Nine Mile Road (County Road Sl3A, a 160 foot right-of-way as now established) with the Southwesternly right-of-way line of Interstate 95 (a 300 foot right-of-way as now established); thence Southwesternly along said Northwesternly 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 Northwesternly 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 Southwesternly 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 Southwesternly 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 Northwesternly 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 Northwesternly 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 Northwesternly right-of-way line, a distance of 2258.70 feet; thence North 14°55'52" East along the Northwesternly line of aforesaid Section 44 and its Southwesternly projection thereof a distance of 7123.49 feet; to the Northwesternly corner of said Section 44; thence North 16°14'53" East along the Northwesternly line of aforesaid Section 43 a distance of 2983.85 feet to a point on said Northwesternly 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

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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

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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.

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 27th 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 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 $35^{\circ}44'59''$; 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 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)

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.

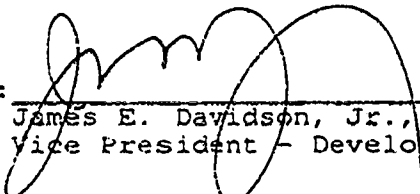
As specified in Section 380.06(15)(f), Florida Statutes,
recording of this Notice shall not constitute a lien, cloud or
encumbrance on real property, or actual or constructive notice of
any such lien, cloud or encumbrance.

IN WITNESS WHEREOF, the developers have caused this Notice to be executed and recorded.

SJH PARTNERSHIP, LTD., a Florida limited partnership

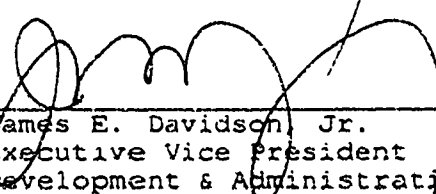
By: **SJ MEMPHIS, LTD.**, a Florida limited partnership, its general partner

By: **ST. JOHNS HARBOUR, INC.**
a Florida corporation, its general partner

By: 
James E. Davidson, Jr.,
Vice President - Development

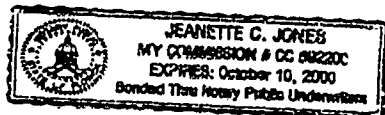
SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

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)

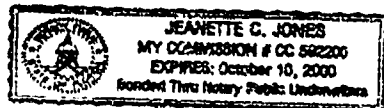
The foregoing instrument was acknowledged before me this 8th day of October, 1998, by **JAMES E. DAVIDSON, JR.**, Vice President-Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of **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 8th 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 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°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 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°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 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°29'50" West a distance of 2475.39 feet; thence North 53°13'38" West, leaving said Northwesterly right-of-way line, a distance of 2258.70 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 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

5011

19

Public Records of
St. Johns County, FL
Clerk# 99008680
O.R. 1388 PG 1323
03:06PM 02/24/1999
REC \$77.00 SUR \$10.00

THIS DOCUMENT PREPARED
BY AND RETURN TO:

↓
GARY B. DAVENPORT, ESQUIRE
PAPPAS METCALF JENKS
MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 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 January 26, 1999, under Resolution 99-20.

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.

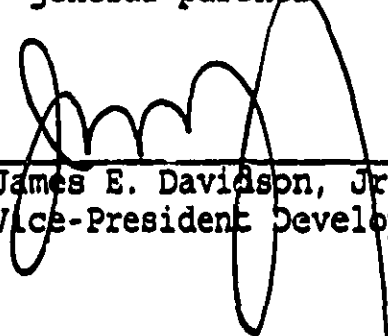
0R1388P61324

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

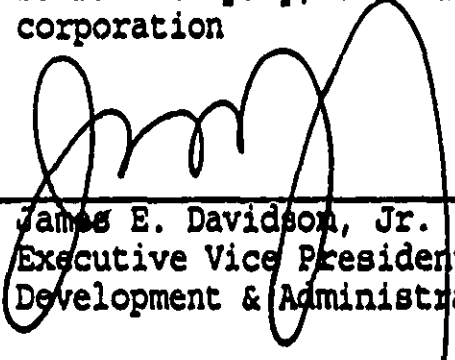
By: SJ MEMPHIS, LTD., a Florida
limited partnership, its general
partner

By: ST. JOHNS HARBOUR, INC.
a Florida corporation, its
general partner

By: 
James E. Davidson, Jr.,
Vice-President Development

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

0R1388PG1325

STATE OF FLORIDA)
COUNTY OF St. Johns) SS

The foregoing instrument was acknowledged before me this 22 day of February, 1999, 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.

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

Tracy Bozzetti
Print Name 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 _____

STATE OF Florida)
COUNTY OF St. Johns) SS

The foregoing instrument was acknowledged before me this 22 day of February, 1999, 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.

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

Tracy Bozzetti
(Print Name Tracy Bozzetti)
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 _____

DR1388PG1326

EXHIBIT A

LEGAL DESCRIPTION

Interchange 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 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°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 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°27'30" 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°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 62°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"

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 7123.45 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 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

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°26'36" 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 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

OR1388P61337

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 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 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, 1680.68 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)

62
LAC-3
THIS DOCUMENT PREPARED
BY AND RETURN TO:

Zet
GARY B. DAVENPORT, ESQUIRE
PAPPAS METCALF JENKS
MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 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 the St. Johns County Board of County Commissioners adopted a modification to the Saint Johns Development of Regional Impact Development Order on November 9, 1999, under Resolution 99-173.

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 and 99-20.

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.

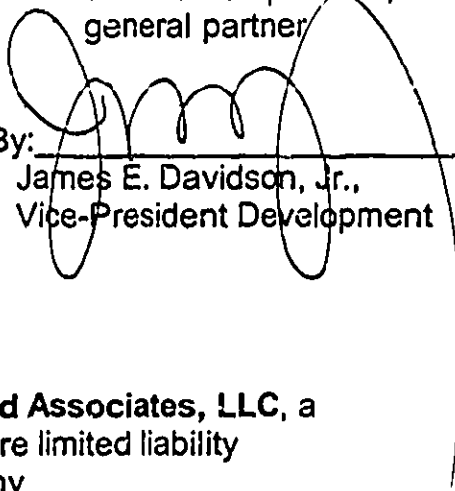
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IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

SJH PARTNERSHIP, LTD., a Florida
limited partnership

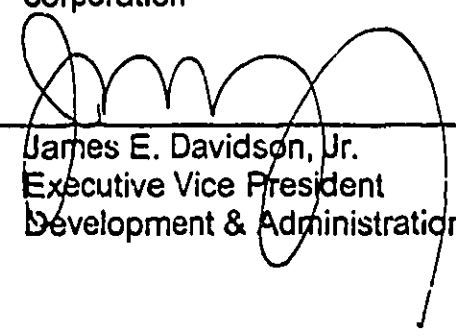
By: **SJ MEMPHIS, LTD.**, a Florida
limited partnership, its general
partner

By: **ST. JOHNS HARBOUR, INC.**
a Florida corporation, its
general partner

By: 
James E. Davidson, Jr.,
Vice-President Development

SJ Land Associates, LLC, a
Delaware limited liability
company

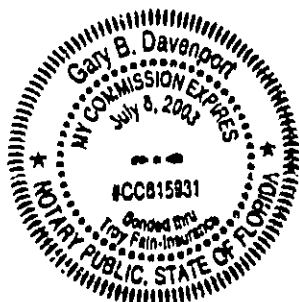
By: **SJ Land Company**, a Delaware
corporation

By: 
James E. Davidson, Jr.
Executive Vice President
Development & Administration

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STATE OF FLORIDA)
)SS
COUNTY OF ST JOHN)

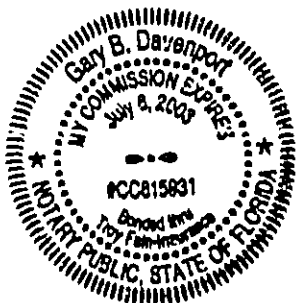
The foregoing instrument was acknowledged before me this 2nd day of December, 1999, by JAMES E. DAVIDSON, JR., Vice President-Development Administration of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Gary B. Davenport
Print Name Gary B Davenport
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 JOHN)

The foregoing instrument was acknowledged before me this 2nd day of December, 1999, 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.



Gary B. Davenport
(Print Name Gary B Davenport)
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 _____

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EXHIBIT "A"

(Property)

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 32.00 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

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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

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

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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 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 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 $62^{\circ}25'19''$ 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

0R1459P60997

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, 1586.39 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 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 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, 1680.68 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)

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Public Records of
St. Johns County, FL
Clerk# 02-022392
O.R. 1746 PG 1893
03:26PM 04/16/2002
REC \$77.00 SUR \$10.00

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

**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 March 26, 2002, under Resolution 2002-53.

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, and 99-173.

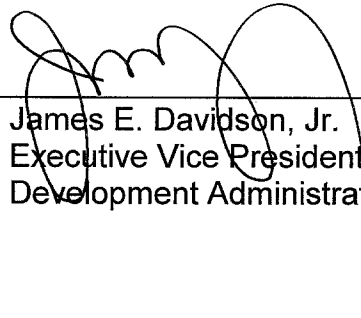
The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in 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.

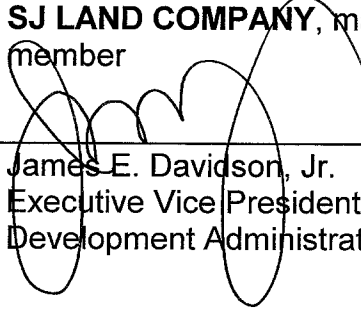
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IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf.

IT LAND ASSOCIATES, LLC, a Florida
limited liability company

By: 
James E. Davidson, Jr.
Its: Executive Vice President/Manager
Development Administration

SJ LAND ASSOCIATES, LLC, a Delaware
limited liability company

By: **SJ LAND COMPANY**, managing
member
By: 
James E. Davidson, Jr.
Its: Executive Vice President
Development Administration

0R1746PG1895

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

The foregoing instrument was acknowledged before me this 11th day of April, 2002, by **JAMES E. DAVIDSON, JR.**, Executive Vice President/Manager Development Administration 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 X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

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

The foregoing instrument was acknowledged before me this 11th day of April, 2002 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.



Anita M. Hampton
(Print Name Anita M. Hampton)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
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 $89^{\circ}02'10''$ 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 $89^{\circ}11'13''$ 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

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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 $00^{\circ}27'50''$ 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

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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:

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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

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

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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 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 $35^{\circ}44'59''$; 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 SL3A (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

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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 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 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)

OP1746PG1911

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, 1680.68 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 Northwestern 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)

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.

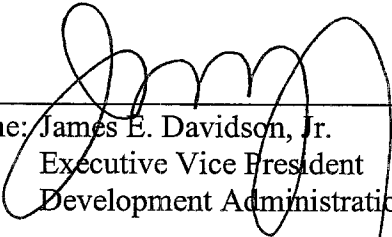
The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in 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.

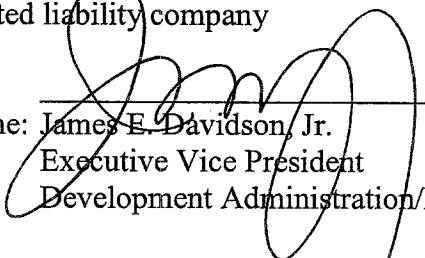
0R1989PG1918

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

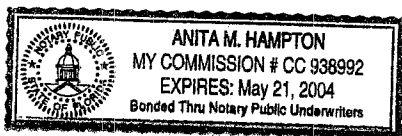
SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

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°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

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 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 12,538.84 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

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)

26
FIVE MINUTE RECORDING

Prepared by, Record and Return to:
H. Joseph O'Shields, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

Public Records of
St. Johns County, FL
Clerk# 04-042515
O.R. 2216 PG 94
04:09PM 06/04/2004
REC \$41.00 SUR \$3.00
Doc Stamps \$40,590.20

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 1st day of June, 2004 by **EQUITY INVESTMENTS, LLC**, a Florida limited liability company (hereinafter called the "Grantor"), whose post office address is 777 S. Flagler Drive, Suite 800 West, West Palm Beach, Florida 33401 to **D. R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation (hereinafter called the "Grantee"), whose address is 9456 Philips Highway, Suite 1, Jacksonville, Florida 32256.

WITNESSETH:

Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, Grantee's successors and assigns, as appropriate, forever, the following property situate in **St. Johns County, Florida**, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to those matters set forth on **Exhibit "B"** attached hereto and made a part hereof; zoning and/or other restrictions imposed by governmental authorities, and taxes subsequent to December 31, 2003.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Grantor hereby agrees and confirms that that certain Memorandum of Option Agreement dated July 8, 2003 (the "Memorandum") by and between Grantor and Grantee and recorded on

July 9, 2003 in Official Records Book 1991, Page 1079 and rerecorded on June 4, 2004 in Official Records Book 2216, Page 87, all of the public records of St. Johns County, Florida, is hereby terminated as to the Property herein described and that said Property is hereby released and discharged from all force and effect of the Memorandum and the Option Agreement therein described.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

EQUITY INVESTMENTS, LLC,
a Florida limited liability company

[Signature]
Print Name: Laurie L. Gildan

By: [Signature]
Name: David Shapiro
Its: Managing Member

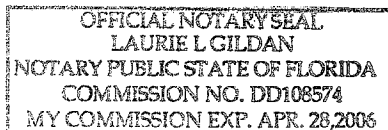
[Signature]
Print Name: Deborah L. Villanueva

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of May, 2004, by David Shapiro, the Managing Member of Equity Investments LLC, a Florida limited liability company, on behalf of the company. He (choose one) ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Name: _____



My Commission Expires _____
My Commission Number is: _____

Exhibit "A"

A PORTION OF SMUGGLERS LANDING, AS RECORDED IN MAP BOOK 15, PAGES 53-59 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND SECTIONS 19 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT 4, SAINT JOHNS SIX MILE CREEK WEST UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 89-94 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1), SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°00'30" EAST, 75.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 790.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 7.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°15'59" EAST, 7.34 FEET, TO THE POINT OF CUSP OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF TRACT 9, AS SHOWN ON THE AFORESAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, RUN SOUTHWESTERLY, SOUTHERLY, NORTHEASTERLY AND NORTHERLY, ALONG BOUNDARY LINE OF SAID TRACT 9, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'49" WEST, 35.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 470.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°00'00" WEST, 163.23 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 00°00'00" EAST, A DISTANCE OF 121.83 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 320.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°11'27" EAST, 124.21 FEET, TO A POINT; COURSE NO. 6: NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET, TO A POINT; COURSE NO. 7: NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET, TO THE NORTHEAST CORNER OF SAID TRACT 9, SAID POINT BEING SITUATE ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 790.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°57'22" EAST, 163.95 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 75°00'00" EAST, A DISTANCE OF 109.87 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 710.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°30'00" EAST, 427.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 70°00'00" EAST, A DISTANCE OF 179.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 615.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

SOUTH 83°07'34" EAST, 279.33 FEET, TO THE SOUTHEAST CORNER OF SAID HERITAGE LANDING PARKWAY, SAID POINT BEING SITUATE ON THE WESTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 02°24'17" EAST, ALONG LAST SAID LINE, A DISTANCE OF 2,775.11 FEET, TO A POINT; THENCE SOUTH 49°59'59" WEST, A DISTANCE OF 1,367.44 FEET, TO A POINT; THENCE NORTH 26°00'00" WEST, A DISTANCE OF 3,160.40 FEET, TO A POINT SITUATE ON THE SOUTHERLY LINE OF TRACT 14, AS SHOWN ON THE AFORESAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1; THENCE NORTH 87°43'18" EAST, ALONG LAST SAID LINE, A DISTANCE OF 313.94 FEET, TO A POINT; THENCE NORTHEASTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINE OF AFORESAID TRACT 4, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: NORTH 45°00'00" EAST, A DISTANCE OF 223.54 FEET, TO A POINT; COURSE NO. 2: NORTH 68°57'45" EAST, A DISTANCE OF 98.49 FEET, TO A POINT; COURSE NO. 3: NORTH 45°00'00" EAST, A DISTANCE OF 155.09 FEET, TO A POINT; COURSE NO. 4: NORTH 45°00'00" WEST, A DISTANCE OF 84.19 FEET, TO A POINT; COURSE NO. 5: NORTH 00°00'00" WEST, A DISTANCE OF 416.50 FEET, TO A POINT; COURSE NO. 6: NORTH 12°37'08" EAST, A DISTANCE OF 87.07 FEET, TO A POINT; COURSE NO. 7: NORTH 20°00'00" EAST, A DISTANCE OF 121.83 FEET, TO THE NORTHEASTERLY CORNER OF SAID TRACT 4 AND THE POINT OF BEGINNING.

Exhibit "B"

1. Taxes and assessments for the year 2004 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 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 and Notice of DRI/Development Order Modification recorded in Official Records Book 1746, page 1893 and the Amended and Restated Saint Johns Development of Regional Impact Development Order under Resolution 2003-16 adopted on June 17, 2003 and Notice of DRI/Development Order Modification recorded in Official Records Book 1989, page 1917.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831.
5. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584.
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.

7. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999 in Official Records Book 1384, page 1780.
8. Impact Fee Credit Agreement (Public Capital Facilities Impact Fees) recorded December 1, 1999 in Official Records Book 1458, page 498.
9. 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.
10. EASEMENT (temporary) to Florida Power & Light Company, recorded November 3, 2000 in Official Records Book 1540, page 1321.
11. A perpetual non-exclusive easement for discharge of stormwater, as set forth in the Special Warranty Deed (Six Mile Creek West Parcel School site) recorded in Official Records Book 1566, page 159.
12. Unrecorded Gas System Developer Agreement dated March 25, 1997, by and between Peoples Gas Company, Peoples Gas System, Inc. and Dunavant Enterprises, Inc.
13. Unrecorded Cable and Other Information and Entertainment Services Agreement dated October 15, 1996 by and between SJH Partnership, Ltd., Dunavant Enterprises, Inc., World Golf Village, Inc., Davidson Development, Inc. and BellSouth Interactive Media Services, Inc.
14. Terms and provisions of paragraph 39 of River Tract Golf Course Conveyance Agreement dated as of April 5, 1996, containing option in favor of Scratch Golf Company to design, build and operate any golf course which may be built upon any of the Property by the Grantee, its successors and assigns.
15. Grant of Easement by and between SJ LAND ASSOCIATES, LLC, a Delaware limited liability company and EQUITY INVESTMENTS, LLC, a Florida limited liability company, dated July 8, 2003 and recorded July 9, 2003, in Official Records Book 1991, page 1050.
16. Assignment of Development Rights by SJ LAND ASSOCIATES, LLC, a Delaware Limited liability company for the benefit of EQUITY INVESTMENTS, LLC, a Florida limited liability company, dated July 8, 2003 and recorded July 9, 2003, in Official Records Book 1991, page 1057.
17. Memorandum of Agreement by and between SJ LAND ASSOCIATES, LLC, a Delaware limited liability company and EQUITY INVESTMENTS, LLC, a Florida limited liability company, dated July 8, 2003 and recorded July 9, 2003, in Official Records Book 1991, page 1065.

NOTE: All recording references refer to the Public Records of St. Johns County, Florida, unless otherwise noted.

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 24th 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.

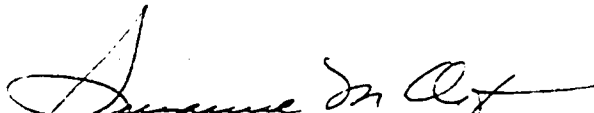
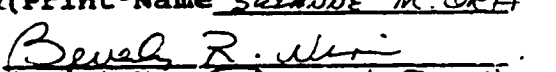
IN WITNESS WHEREOF, SJH, Dunavant, Scratch and the County have executed this Memorandum of Declaration of Voluntary Payment Obligations effective the day and year first above written.

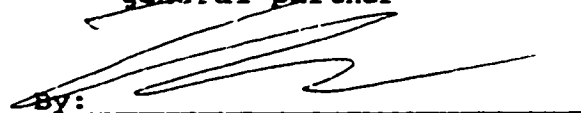
Signed, sealed and
delivered in the
presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida
limited partnership, its
general partner


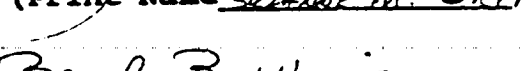
By: ST. JOHNS HARBOUR, INC.,
a Florida corporation, its
general partner


(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

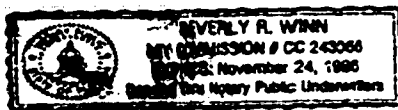
Ann D. Savery
(Print Name Ann D. Savery)
Suzanne M. Miller
(Print Name SUZANNE MILLER)

By: Donald Jordan
Donald Jordan
Its: Chairman

Attest: Carl "Bud" Markel
Carl "Bud" Markel, Clerk

STATE OF FLORIDA)
COUNTY OF DUVAL) SS

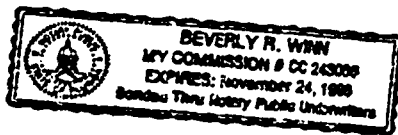
The foregoing instrument was acknowledged before me this 25th day of June, 1996, by LOUIS BAIONI, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, 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)

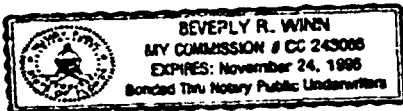
The foregoing instrument was acknowledged before me this 25th day of June, 1996, by LOUIS BAIONI, the Executive Vice President of DUNAVANT ENTERPRISES, INC., a Tennessee corporation, on behalf of the corporation.



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 26th 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 2ND
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: TROY FARM 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 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 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.

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.

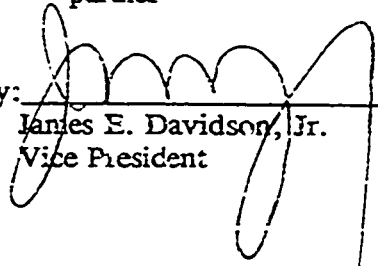
- a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the 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

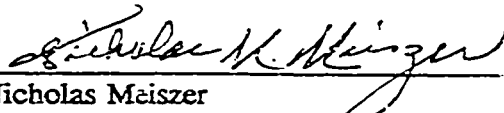
By: **ST. JOHNS HARBOUR, INC.,**
a Florida corporation, its general
partner

By: 
James E. Davidson, Jr.
Vice President

BUNAVANT ENTERPRISES, INC.,
a Tennessee corporation

By: _____
Louis Baioni
Executive Vice President

ST. JOHNS COUNTY, FLORIDA

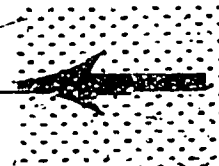
By: 
Nicholas Meiszer
County Administrator

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 25th 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 Expires Sept. 1, 1997
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.

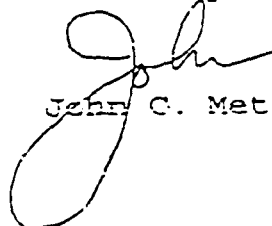
Also, this deed is delivered with the understanding that the County will accept conveyance of the Scaff Road parcel, which provides access to the Turnbull Creek parcel, as soon as the matter can be placed on a Board agenda.

Ms. Mary Ann Blount
June 24, 1996
Page 2

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

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.

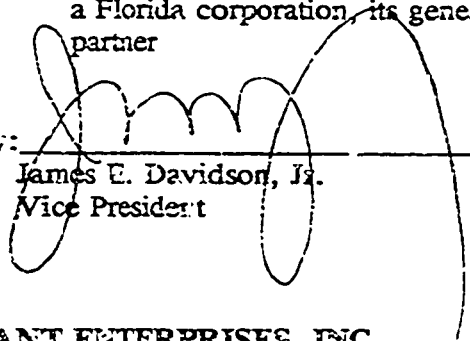
- b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- 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

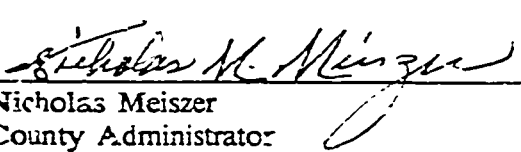
By: **ST. JOHNS HARBOUR, INC.,**
a Florida corporation, its general
partner

By: 
James E. Davidson, Jr.
Vice President

DUNAVANT ENTERPRISES, INC.,
a Tennessee corporation

By: _____
Louis Baioni
Executive Vice President

ST. JOHNS COUNTY, FLORIDA

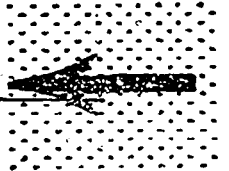
By: 
Nicholas Meiszer
County Administrator

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

EXHIBIT C-1

BHR

Bessent, Hammack & Ruckman, Inc.
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SAINT JOHNS

O.R. 1278 PG 1602

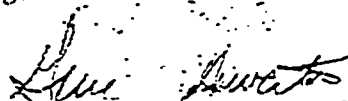
INTERNATIONAL GOLF PARKWAY

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 & 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
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If you have any questions or need additional information, please contact our office.

Sincerely,

BESSENT, HAMMACK & RUCKMAN, INC.

Gene Howerton

RECEIVED
 NOV 13 1996
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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

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

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

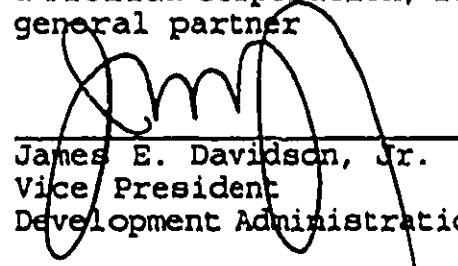
Specific Condition FF of the Saint Johns DRI/DO. Accordingly, the road impact fee credit account in the name of the developer is hereby increased by the amount of \$243,400.00.

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

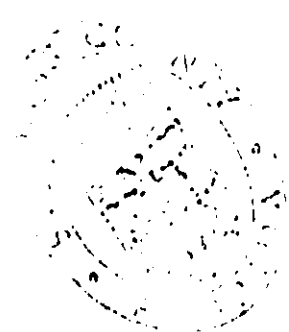
SJ LAND ASSOCIATES, LLC, a
Delaware limited liability
company

By: SJ LAND COMPANY, its
managing member

By: 
Andrew H. McQuarrie
Its Vice President

ST. JOHNS COUNTY, FLORIDA

By: 
Ben Adams
County Administrator



SIX MILE CREEK
WATER AND WASTEWATER
CONNECTION FEE REIMBURSEMENT
AGREEMENT

By and Among

SJ LAND ASSOCIATES, LLC,
NORTHWEST UTILITIES II, INC.,
SCRATCH GOLF COMPANY,
and

ST. JOHNS COUNTY, FLORIDA.

Adopted

January 29, 1999

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

Chairman

Mark A. Javalone

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: [Signature]
Vice President

WITNESSES:

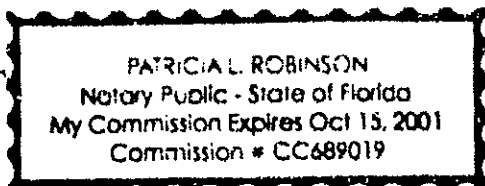
[Signature]
[Signature]

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 [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: _____



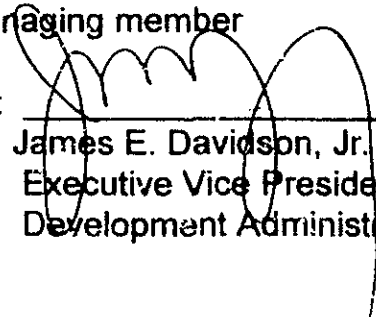
0R1364P61818

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.

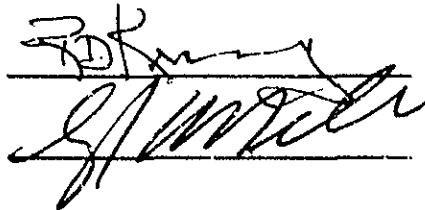
SJ LAND ASSOCIATES, LLC,
a Delaware limited liability company

By: **SJ LAND COMPANY,**
a Delaware corporation,
its managing member

(SEAL)

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

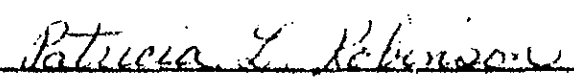
WITNESSES:

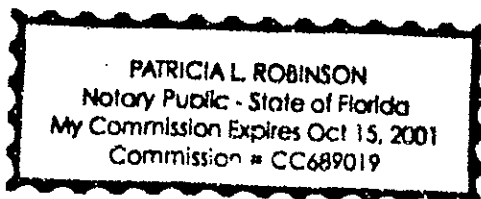


STATE OF: Florida
COUNTY OF: St. Johns

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. Deak

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

0R1384PG1820

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

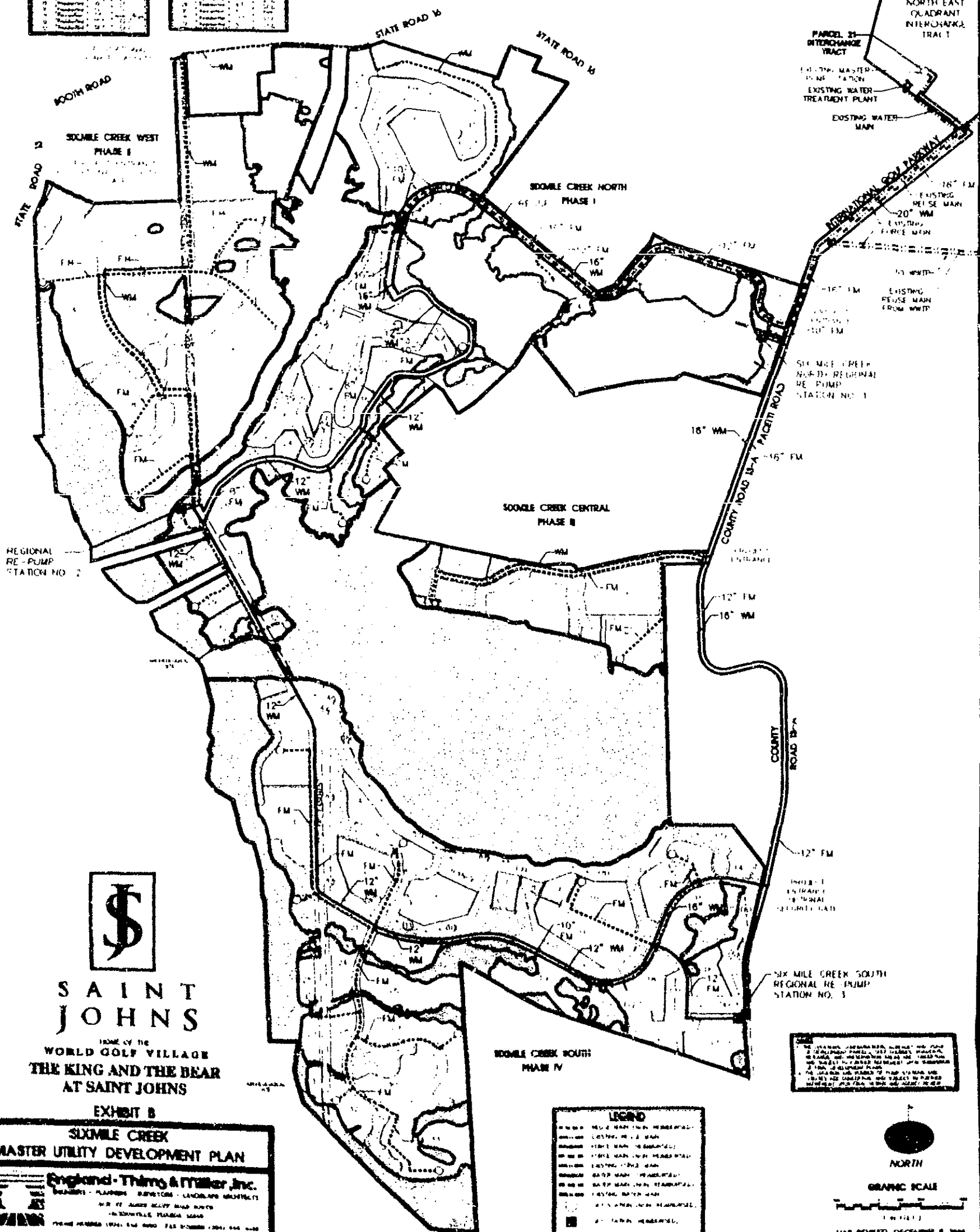
APPENDIX B

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
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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



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**SAINT
JOHNS**
HOME OF THE
WORLD GOLF VILLAGE
THE KING AND THE BEAR
AT SAINT JOHNS

EXHIBIT B

SIXMILE CREEK MASTER UTILITY DEVELOPMENT PLAN

England • Thoms & Miller, Inc.

Subject: - Mathematics **Date:** / /

• On KNOXVILLE, TENNESSEE, 1944

FORM NO. 10-60 (REV. 1-60) U.S. GOVERNMENT PRINTING OFFICE : 1960 O - 308-000

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PLANT SCALE

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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

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10

Prepare by
and Return to:

John G. Metcalf, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 W. Forsyth St., Suite 1400
Jacksonville, FL 32202

Public Records of
St. Johns County, FL
Clerk# 01-006013
O.R. 1566 PG 159
08:04AM 02/12/2001
REC \$41.00 SUR \$5.50
Doc Stamps \$5,502.00

SPECIAL WARRANTY DEED

[SIX MILE CREEK WEST PARCEL SCHOOL SITE]

THIS SPECIAL WARRANTY DEED is made and executed as of the 31st day of January, 2001, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Grantor"), whose address is 824 Market Street, Suite 900, Wilmington, Delaware, 19801, to the **ST. JOHNS COUNTY SCHOOL BOARD**, a political subdivision of the State of Florida (the "Grantee"), whose address is 40 Orange Street, St. Augustine, Florida 32084.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, 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 to and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the matters set forth on Exhibit B attached to and made a part of this Deed and reserving to the Grantor and its successors and assigns a perpetual, non-exclusive easement for utilities thirty feet (30') in width along the northerly boundary of the Property.

Together with a perpetual non-exclusive easement for discharge of stormwater to the wetlands owned by Grantor adjacent to the southern boundary of the Property.

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 of this Deed, Grantee hereby agrees to the following terms and provisions.

1. PERMIT COMPLIANCE.

1.1 Existing Permits. The parties acknowledge that the Property is subject to the Amended and Restated Saint Johns DRI Development Order approved under St. Johns County Resolution 98-126, as amended ("Saint Johns DRI"). Saint Johns Planned Unit Development Ordinance No. 91-37, as modified ("Six Mile Creek PUD") and 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 Dredge Fill 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 any 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. To the extent permitted by Florida law, 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.

1.2 Environmental Resource Permit and Other Environmental Permits. Prior to commencement of construction within the Property, the Grantee shall obtain an Environmental Resource Permit from the St. Johns River Water Management District which shall require treatment of stormwater prior to discharge from the Property pursuant to the easement granted in this Deed. Grantee shall also obtain any other required environmental permits prior to commencement of construction. Grantee shall comply with all terms and conditions of such permits.

2. USE RESTRICTIONS.

2.1 Use Restriction. Grantee shall occupy and use the Property solely for the operation of a school and associated ancillary uses and amenities such as, without limitation, playing fields.

2.2 PUD/DRI Compliance. Grantee shall 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.

2.3 Underground Utilities. All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

2.4 Nuisance. Grantee shall not conduct any business upon the Property which shall constitute a nuisance.

2.5 Communications Towers and Similar Installations. No communications towers or other similar commercial communications facilities visible from the exterior of the Property shall be allowed. This shall not prohibit the Grantee from installing normal communications equipment for the operation of the school to be constructed on the Property.

2.6 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.

2.7 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.

3. BOUNDARY OR LOCATION ADJUSTMENTS. Grantor and Grantee agree that the Property has been acquired by Grantee for the future construction of a school to serve the Saint Johns DRI and the surrounding areas. In the event that Grantee determines in the future that adjustments to the boundary of the Property are desirable or that other property within the Saint Johns DRI or in the vicinity of the Saint Johns DRI would be more desirable for a school site then, notwithstanding the provisions of Section 235.04, or Section 124.35 of the Florida Statutes or other similar statutory provisions, to the extent allowed by Florida law, then Grantor and Grantee may adjust the boundaries of the Property or arrange for the exchange of the Property for other lands deemed more desirable by the Grantee without being required to bid or auction any portion of the Property as surplus property.

4. MISCELLANEOUS.

4.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property.

4.2 Modification. The terms and provisions contained in this Deed may be modified only by written agreement executed by Grantor and Grantee.

4.3 Notice. Any notice required to be given under the provisions of this Deed 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:

Superintendent of Schools
St. Johns County School District
40 Orange Street
St. Augustine, Florida 32084

TO Grantor:

SJ Land Associates, LLC
824 Market Street, Suite 900
Wilmington, DE 19801
Attention: Andrew H. McQuarrie

Copy to:
James E. Davidson, Jr.
Davidson Development, Inc.
101 East Town Place, Suite 200
St. Augustine, FL 32092

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail. All consents required under this deed shall be in writing.

4.4 Remedies for Default. The covenants and conditions contained in this Deed constitute obligations running with title to the Property. The covenants and restrictions in this Deed 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 of this Deed. Grantor and Grantee shall be entitled to exercise all remedies available to them in law or in equity to enforce their rights and privileges under this Deed recognizing that damages may be an inadequate remedy.

4.5 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 of any provisions 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.

4.6 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.

4.7 No Third Party Beneficiaries. This Deed constitutes an agreement between Grantor and Grantee. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and
delivered in the
presence of:

Brita M. Hampton
(Print Name Brita M. Hampton)

Julia Macini
(Print Name Julia Macini)

SJ Land Associates, L.L.C. a Delaware
Limited Liability Company

By: SJ Land Company, its managing
member

By: *[Signature]*
JAMES E. DAVIDSON, JR.
Its: Executive Vice President
Development and Administration

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 30 day of January, 2001, by JAMES E. DAVIDSON, JR., the Executive Vice President Development and Administration of SJ Land Company, a Delaware corporation, the sole member of SJ Land Associates, L.L.C, 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 _____

EXHIBIT LIST

Exhibit A

Property

Exhibit B

Exceptions

PARCEL 1

PART OF SECTIONS 18 AND 19, TOGETHER WITH 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 WESTERLY LINE OF SAID SECTION 18 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 SOUTHERLY 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 236.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $70^{\circ}44'58''$ EAST AND A CHORD DISTANCE OF 236.09 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 306.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $02^{\circ}36'44''$ WEST, A DISTANCE 458.47 FEET; THENCE NORTH $83^{\circ}08'33''$ EAST, A DISTANCE OF 299.81 FEET; THENCE NORTH $02^{\circ}37'28''$ WEST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 466.00 FEET; THENCE NORTH $83^{\circ}08'48''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 156.34 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 238.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $88^{\circ}02'04''$ EAST AND A CHORD DISTANCE OF 238.50 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; THENCE SOUTH $02^{\circ}55'34''$ WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 735.09 FEET; THENCE SOUTH $20^{\circ}16'19''$ WEST, A DISTANCE OF 760.38 FEET TO A POINT LYING ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE FOLLOWING 39 COURSES; COURSE NO. 1) NORTH $52^{\circ}28'46''$ WEST, A DISTANCE OF 61.83 FEET; COURSE NO. 2) NORTH $63^{\circ}31'32''$ WEST, A DISTANCE OF 51.81 FEET; COURSE NO. 3) NORTH $69^{\circ}18'21''$ WEST, A DISTANCE OF 61.65 FEET; COURSE NO. 4) SOUTH $76^{\circ}07'50''$ WEST, A DISTANCE OF 37.63 FEET; COURSE NO. 5) SOUTH $00^{\circ}55'30''$ WEST, A DISTANCE OF 42.40 FEET; COURSE NO. 6) SOUTH $03^{\circ}08'33''$ WEST, A DISTANCE OF 35.09 FEET; COURSE NO. 7) SOUTH $84^{\circ}31'01''$ WEST, A DISTANCE OF 47.21 FEET; COURSE NO. 8) NORTH $29^{\circ}43'08''$ WEST, A DISTANCE OF 56.13 FEET; COURSE NO. 9) NORTH $53^{\circ}46'00''$ WEST, A DISTANCE OF 38.77 FEET; COURSE NO. 10) SOUTH $78^{\circ}38'54''$ WEST, A DISTANCE OF 37.66 FEET;

EXHIBIT

A

COURSE NO. 11) NORTH 43°39'39" WEST, A DISTANCE OF 43.99 FEET;
COURSE NO. 12) NORTH 54°34'35" EAST, A DISTANCE OF 44.63 FEET;
COURSE NO. 13) NORTH 79°25'47" WEST, A DISTANCE OF 40.08 FEET;
COURSE NO. 14) NORTH 14°36'34" EAST, A DISTANCE OF 47.63 FEET;
COURSE NO. 15) NORTH 16°39'55" EAST, A DISTANCE OF 56.94 FEET;
COURSE NO. 16) NORTH 25°25'15" EAST, A DISTANCE OF 36.54 FEET;
COURSE NO. 17) NORTH 23°24'25" EAST, A DISTANCE OF 65.10 FEET;
COURSE NO. 18) NORTH 22°21'00" EAST, A DISTANCE OF 52.42 FEET;
COURSE NO. 19) NORTH 24°52'18" EAST, A DISTANCE OF 66.84 FEET;
COURSE NO. 20) SOUTH 83°50'17" WEST, A DISTANCE OF 53.33 FEET;
COURSE NO. 21) NORTH 44°49'22" WEST, A DISTANCE OF 44.10 FEET;
COURSE NO. 22) NORTH 81°22'42" WEST, A DISTANCE OF 50.24 FEET;
COURSE NO. 23) NORTH 66°45'57" WEST, A DISTANCE OF 41.60 FEET;
COURSE NO. 24) NORTH 84°03'40" WEST, A DISTANCE OF 38.29 FEET;
COURSE NO. 25) SOUTH 85°03'51" WEST, A DISTANCE OF 60.00 FEET;
COURSE NO. 26) NORTH 57°11'18" WEST, A DISTANCE OF 53.64 FEET;
COURSE NO. 27) NORTH 79°08'32" WEST, A DISTANCE OF 40.34 FEET;
COURSE NO. 28) NORTH 63°48'13" WEST, A DISTANCE OF 52.25 FEET;
COURSE NO. 29) NORTH 75°05'15" WEST, A DISTANCE OF 67.86 FEET;
COURSE NO. 30) NORTH 68°28'29" WEST, A DISTANCE OF 59.26 FEET;
COURSE NO. 31) NORTH 87°17'00" WEST, A DISTANCE OF 44.65 FEET;
COURSE NO. 32) NORTH 80°06'43" WEST, A DISTANCE OF 33.10 FEET;
COURSE NO. 33) SOUTH 17°09'19" WEST, A DISTANCE OF 56.86 FEET;
COURSE NO. 34) SOUTH 21°58'58" WEST, A DISTANCE OF 53.88 FEET;
COURSE NO. 35) NORTH 72°14'35" WEST, A DISTANCE OF 34.74 FEET;
COURSE NO. 36) SOUTH 79°01'28" WEST, A DISTANCE OF 60.46 FEET;
COURSE NO. 37) NORTH 70°24'24" WEST, A DISTANCE OF 39.35 FEET;
COURSE NO. 38) NORTH 20°26'16" EAST, A DISTANCE OF 22.57 FEET;
COURSE NO. 39) SOUTH 73°42'12" WEST, A DISTANCE OF 38.10 FEET TO
THE POINT OF BEGINNING.

CONTAINING 30.70 ACRES MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

[SIX MILE CREEK SCHOOL SITE]

1. Ad valorem taxes and assessments subsequent to January 31, 2001.
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 1338, 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 further modified by Modification of Saint Johns 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.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. FP&L Easement Agreement recorded in Official Records Book 1039, pages 834 through 846, 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, 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. **Impact Fee Credit Agreement** dated November 29, 1999 and recorded December 1, 1999 in Official Records Book 1458, page 498, of the public records of St. Johns County, Florida.
10. **Terms and Conditions of Special Warranty Deed** from SJ Land Associates to Kernan Mill, Inc., dated December 10, 1999, and recorded December 17, 1999 in Official Records Book 1462, page 278, of the public records of St. Johns County, Florida, relating to drainage easements reserved and granted under Section 1.5 of such deed.

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This instrument prepared by:
Steven B. Greenhut, Esquire

After recording, return to:
Glenna Thompson
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Ave., Suite 400
Jacksonville, FL 32202

Public Records of
St. Johns County, FL
Clerk# 03-047487
O.R. 1991 PG 1050
03:49PM 07/09/2003
REC \$29.00 SUR \$4.00
Doc Stamps \$0.70

GRANT OF EASEMENT

This Grant of Easement is made as of the 8th day of July, 2003, by and between SJ LAND ASSOCIATES, LLC, a Delaware limited liability company ("Grantor") and EQUITY INVESTMENTS, LLC, a Florida limited liability company ("Grantee").

RECITALS:

A. Pursuant to that certain Contract of Sale by and between SJ Land Associates, LLC and D. R. Horton, Inc. - Jacksonville dated March 21, 2003, as amended by First Amendment to Contract of Sale dated July 8, 2003, as partially assigned by Partial Assignment and Assumption of Contract of Sale dated July 8, 2003 ("the Purchase Agreement"), Grantee has acquired certain lands, more particularly described in that certain Special Warranty Deed from Grantor to Grantee dated of even date herewith and recorded in the public records of St. Johns County, Florida (said lands are referred to herein as the "Benefited Lands").

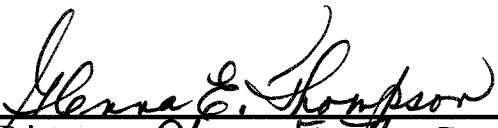
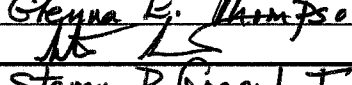
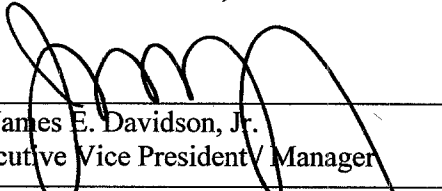

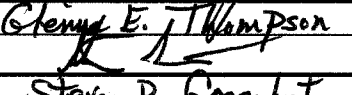
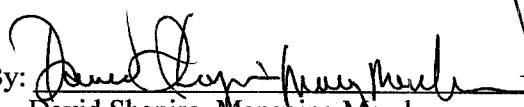
C. In order to provide access to, and to facilitate the development of, the Benefited Lands, Grantee has requested that Grantor grant to Grantee this Grant of Easement over the lands described in Exhibit A attached hereto (said lands being described as the "Easement Parcel"), and Grantor is willing to grant this Grant of Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and grants of easements provided herein below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Grantor hereby gives, grants, and conveys to Grantee, its successors and assigns, a temporary non-exclusive easement over, under, upon, across, and through the Easement Parcel for ingress, egress, access to the Benefited Lands.

THIS EASEMENT shall automatically terminate upon the recording (a) in the appropriate Map Book of St. Johns County, Florida any plat that dedicates the Easement Parcel as a public road to St. Johns County, Florida, or (b) in the public records of St. Johns County, Florida, a Declaration of Covenants and Restrictions that grants to the owners, from time to time, of the Benefited Lands an easement for ingress, egress, access and for all utilities over and across the Easement Premises.

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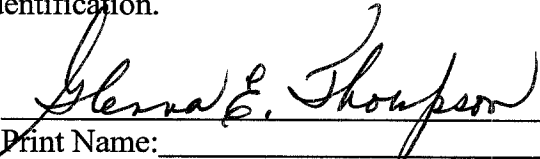
IN WITNESS WHEREOF, Grantor and Grantee have executed this Assignment as of the day and year first above written.

<p>Signed, sealed and delivered in the presence of:</p> <p> Print name: <u>Glenna E. Thompson</u></p> <p> Print name: <u>Steven B. Greenhut</u></p>	<p>GRANTOR:</p> <p>SJ LAND ASSOCIATES, LLC</p> <p>By:  Name: James E. Davidson, Jr. Its: Executive Vice President/ Manager</p>
<p> Print name: <u>Glenna E. Thompson</u></p> <p> Print name: <u>Steven B. Greenhut</u></p>	<p>GRANTEE:</p> <p>EQUITY INVESTMENTS, LLC</p> <p>By:  David Shapiro, Managing Member</p>

STATE OF FLORIDA
 COUNTY OF DUVAL

This instrument was acknowledged before me this 8 day of July, 2003 by James E. Davidson, Jr., Executive Vice President of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or produced _____ as identification.

GLENN E. THOMPSON
 NOTARY PUBLIC - STATE OF FLORIDA
 COMMISSION # DD161724
 EXPIRES 11/22/2006
 BONDED THRU 1-888-NOTARY1


 Print Name: _____
 Notary Public, State of Florida at Large
 My Commission expires:
 My Commission Number:

STATE OF FLORIDA

COUNTY OF Deval

This instrument was acknowledged before me this 8 day of July, 2003 by David Shapiro, the Managing Member of EQUITY INVESTMENTS, LLC, a Delaware limited liability company authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or produced FL DR 5160-165-55-217280 identification.

GLENNA E. THOMPSON
 NOTARY PUBLIC - STATE OF FLORIDA
 COMMISSION # DD161724
 EXPIRES 11/22/2006
 BONDED THRU 1-888-NOTARY1

Glenna E. Thompson
 Print Name: _____
 Notary Public, State of Florida at Large
 My Commission expires:
 My Commission Number:

EXHIBIT "A"
Legal Description of Easement Parcel

HERITAGE LANDING PARKWAY

A PART OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 27 EAST AND SECTION 19, 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'26''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}59'25''$ EAST AND A CHORD DISTANCE OF 12.32 FEET, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT WIDE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $02^{\circ}24'17''$ EAST, LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 5071.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $02^{\circ}24'17''$ EAST ALONG THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 80.21 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 615.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $83^{\circ}07'34''$ WEST AND A CHORD DISTANCE OF 279.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 179.80 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 710.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $87^{\circ}30'00''$ WEST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $75^{\circ}00'00''$ WEST, A DISTANCE OF 109.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 790.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 482.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $87^{\circ}30'00''$ WEST AND A CHORD DISTANCE OF 475.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 424.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°30'00" WEST AND A CHORD DISTANCE OF 413.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°00'00" WEST, A DISTANCE OF 223.21 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°00'00" WEST AND A CHORD DISTANCE OF 271.79 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 490.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°30'00" WEST AND A CHORD DISTANCE OF 454.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 17.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°30'30" WEST AND A CHORD DISTANCE OF 208.98 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 406.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°06'43" WEST AND A CHORD DISTANCE OF 385.81 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, BEING CONCAVE WESTERLY, HAVING A RADIUS OF 222.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°23'47" EAST AND A CHORD DISTANCE OF 80.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 114.45 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 286.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°07'53" EAST AND A CHORD DISTANCE OF 61.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 214.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°41'56" WEST AND A CHORD DISTANCE OF 180.62 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 335.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 48°26'51" WEST AND A CHORD DISTANCE OF 85.20 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH

75°31'00" WEST AND A CHORD DISTANCE OF 75.16 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 2,342.01 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 236.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°53'36" EAST AND A CHORD DISTANCE OF 236.46 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°13'34" EAST AND A CHORD DISTANCE OF 64.58 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 685.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°13'33" EAST AND A CHORD DISTANCE OF 613.76 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 378.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°00'30" EAST AND A CHORD DISTANCE OF 350.99 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 274.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°30'30" EAST AND A CHORD DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE 17.12 FEET TO THE POINT OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 383.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°30'00" EAST AND A CHORD DISTANCE OF 354.83 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 353.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 51°00'00" EAST AND A CHORD DISTANCE OF 341.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF 166.65 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 361.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°30'00" EAST AND A CHORD DISTANCE OF 352.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 224.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 710.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF

433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°30'00" EAST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°00'00" EAST, A DISTANCE OF 40.13 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 790.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 482.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°30'00" EAST AND A CHORD DISTANCE OF 475.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 179.80 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 535.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 250.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°24'53" EAST AND A CHORD DISTANCE OF 248.24 FEET TO THE POINT OF BEGINNING.

Public Records of
St. Johns County, FL
Clerk# 99054559
O.R. 1456 PG 498
04:37PM 11/19/1999
REC \$13.00 SUR \$2.00
Doc Stamps \$21.70
Int Tax \$12.24

WGV

This document prepared by:
Heather Bradow
Vacation Title Services, Inc.
8301 Vistana Centre Drive
Orlando, Florida 32821

Return to:
American Pioneer Title Insurance
VO Division
489 E. Semoran Blvd. #109-A
Casselberry, Florida 32707

Account # 0182 1/10/2000

This Mortgage

is made this 11th day of October, 1999 between

ROBERT J. GAGNON, A SINGLE MAN

whose post office address for tax purposes is Post Office Box 22051, Lake Buena Vista, Florida 32830-2051 (hereinafter "Borrower"), and Vistana WGV, Ltd., a Florida limited partnership, whose address is Post Office Box 22197, Lake Buena Vista, Florida 32830, its successors and assigns (hereinafter "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Six thousand one hundred twenty and 00/100 Dollars (\$6,120.00), which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 15, 2006.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of St. Johns, State of Florida:

Unit Week 17 in Unit 0152 an Even Unit Week.Unit Week -- in Unit ---- an ----- Unit Week.

VISTANA RESORT AT WORLD GOLF VILLAGE CONDOMINIUM, together with all appurtenances thereto, according and subject to the Declaration of Condominium of Vistana Resort at World Golf Village Condominium, as recorded in Official Records Book 1345 Page 1647, Public Records of St. Johns County, Florida, and all amendments thereof and supplements thereto, if any ("Declaration"), subject to taxes for the current year and subsequent years, and all other matters of record.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by and as set forth in the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. Borrower agrees that, upon either written or oral notice, Borrower will reimburse the Lender for any bank service charge or fee incurred as a result of depositing a worthless or otherwise uncollectible check issued by Borrower for the payment of any installment or other amount due hereunder.

2. **Funds for Taxes, Assessments and Insurance.** Subject to applicable law, upon written request by Lender to Borrower, Borrower shall pay to Lender on the day when monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of Borrower's share of the yearly taxes and assessments which may attain priority over this Mortgage, one-twelfth of the annual maintenance fee or assessment due under the Declaration (herein "Condominium Assessments"), and ground rents on the Property if any, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

If Lender exercises the foregoing right, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Lender shall apply the Funds, upon receipt of the appropriate bill or bills, to pay said taxes, assessments, Condominium Assessments, ground rents and mortgage insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless applicable law requires, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are hereby pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, Condominium Assessments, ground rents and mortgage insurance premiums shall exceed the amount required to pay such taxes, assessments, Condominium Assessments, ground rents and mortgage insurance premiums as they fall due, such excess shall be, at Borrower's option, either promptly paid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, Condominium Assessments, ground rents and mortgage insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date of a notice mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds then held by Lender as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, then to interest and principal on any Future Advances, and then to attorneys' fees and other expenses incurred by Lender in connection with enforcement of Lender's rights under the Note and this Mortgage.

4. **Charges; Liens.** Borrower shall promptly pay, when due, all Condominium Assessments imposed by the owners association or other governing body of Vistana Resort at World Golf Village Condominium (the "Condominium Association") pursuant to the provisions of the Declaration, by laws, and code of regulations or other constituent documents of Vistana Resort at World Golf Village Condominium. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower

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shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation.

8. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. This obligation shall be deemed satisfied so long as the Condominium Association maintains a "master" or "blanket" policy in accordance with the terms hereof.

The insurance carrier providing the insurance shall be chosen by Borrower or the Condominium Association, subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. If required, all premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or if not paid in such manner, by Borrower or the Condominium Association making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Borrower shall give Lender prompt notice of any lapse in hazard insurance coverage. 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.

Pursuant to the Declaration, insurance proceeds shall be held by the insurance trustee pending a determination as provided in the Declaration regarding whether the proceeds should be applied to restoration or repair of the Property damaged, whether the unit or the common elements. If the insurance trustee is authorized to disburse any insurance proceeds to Borrower, such proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 10 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to any excess insurance proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under the Declaration, the by-laws and regulations of the Condominium Association, and constituent documents. Borrower shall take such actions as may be reasonable to ensure that the Condominium Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of funds to pay reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums, if any, in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. 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, whether of the unit or the common elements or for any conveyance in lieu of condemnation, pursuant to the Declaration, shall be paid to the Condominium Association as provided in the Declaration.

If the Condominium Association is authorized to disburse any such proceeds to Borrower, such proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or to refuse to extend time for payment or otherwise to modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. Subject to the terms and provisions of paragraph 17 below, the covenants and agreements herein contained shall bind, and the rights hereunder shall shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by U.S. Mail, postage prepaid, addressed to Borrower at the Borrower's address as set forth in the Note, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability. THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption; Assumption Transfer Fee. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (b) the grant of any leasehold interest to one party to occupy the Property during only one calendar year not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, and only if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. No sale or transfer of the Property or assumption of the Note and Mortgage by a third party shall act to release the Borrower from any liability under the Note or Mortgage unless Lender shall expressly release said Borrower in writing.

If all or any part of the Property or an interest therein is sold or transferred by Borrower with Lender's prior written consent, Borrower hereby agrees to pay Lender a reasonable assumption fee, as may be established from time to time but which will be not less than \$75.00, at the time Lender approves the assumption of this Mortgage by the person to whom the Property is sold or transferred.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

18. WAIVER OF JURY TRIAL. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR THE NOTE SECURED HEREBY, OR IN ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN MAKING THE LOAN SECURED BY THIS MORTGAGE.

19. Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to foreclosure by judicial proceeding or sale of the Property shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach, (2) the action required to cure such breach, (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which date such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property. The notice may also require that any past due amounts shall be payable by cashier's or certified check. If the breach is not cured on or before the date specified in the notice,

WGV

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Lender at Lender's option, subject to any right of reinstatement to which Borrower is entitled under applicable law; may declare, without further demand, all of the sums secured by this Mortgage to be immediately due and payable and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect all expenses including, but not limited to, reasonable attorneys' fees incurred out of court, at trial or on appeal, or in bankruptcy and probate proceedings, court costs; reasonable collection agency fees; and costs of documentary evidence, abstracts and title reports incurred by Lender in connection with the enforcement of Lender's rights under the Note and this Mortgage.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided that Borrower shall, prior to Lender exercising any remedies under paragraph 19 hereof or prior to Borrower's abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon Lender's exercising any of the remedies provided under paragraph 19 hereof, or upon Borrower's abandonment of the Property, Lender shall be entitled without notice, to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, management fees, court costs and reasonable attorneys' fees and then to the sums secured by this Mortgage. The Lender shall be liable to account only for those rents actually received. Borrower shall not be entitled to possession or use of the Property after abandonment or after the Lender has accelerated the balance due. Alternatively, Lender may seek the appointment of a receiver to manage and collect rents from the Property. If a receiver is appointed, any income from rents from the Property shall be applied first to the costs of receivership, and then in the order set forth above.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option within twenty (20) years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed one hundred fifty percent (150%) of the original principal amount of the Note.

22. 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 Vistana Resort at World Golf Village Condominium, 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 Declaration, by laws or code of regulations of the Condominium Association, or equivalent constituent documents of Vistana Resort at World Golf Village Condominium which is for the express benefit of Lender, or
- (iii) any action which would have the effect of rendering the public liability insurance coverage maintained by the Condominium Association unacceptable to Lender.

23. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

24. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' and paralegal fees, if any, which may be awarded by a trial court, an appellate court, probate court, or bankruptcy court.

25. Homestead. Borrower asserts that the above described Property does not constitute the homestead of the Borrower.

26. Interest Limitation. Borrower and Lender intend to comply strictly with applicable law regulating the maximum allowable rate or amount of interest that Lender may charge and collect on the indebtedness secured hereby. Accordingly, and notwithstanding anything to the contrary in this Mortgage or the Note secured hereby, the aggregate amount of interest and other charges constituting interest under applicable law that are payable, chargeable, or receivable under this Mortgage or the Note secured hereby, shall not exceed the maximum amount of interest now allowed by applicable law or any greater amount of interest allowed because of a future amendment to existing law. Borrower will not be liable for any interest in excess of the maximum lawful amount, and any excess interest charged or collected by Lender will constitute an inadvertent mistake and, if charged but not paid, will be cancelled automatically, or, if paid, will be either refunded to Borrower, cancelled or credited against the outstanding principal balance of the Note secured hereby, at the election of Borrower.

27. Entire Agreement. The Note and this Mortgage contain the entire agreement between the parties regarding this transaction. Any prior agreements, whether oral or written, are superseded by the Note and this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness's

Signature:

Print Name:

Witness's

Signature:

Print Name:

Borrower

Print Name: ROBERT J. GAGNON

Borrower

Print Name:

Borrower

Print Name:

Borrower

Print Name:

State of FloridaCounty of St. Johns

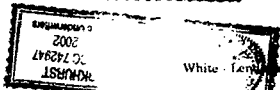
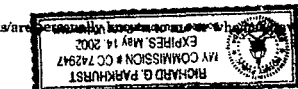
This Mortgage was acknowledged before me this 14th day of October, 1999

by ROBERT J. GAGNON, A SINGLE MAN

who is/are Notary Public produced _____ as identification.

Notary Public's
Signature:

Print Name:

Notary Public, State of FLCommission No CC 742947My Commission Expires May 14, 2002 (Seal)

White - Lender's Original, Yellow - Representative's Copy, Pink - Borrower's Copy

CP 5471097
(Rev. 1/12/98)

IMPACT FEE CREDIT AGREEMENT

PUBLIC CAPITAL FACILITIES IMPACT FEES

THIS AGREEMENT is made this 29th 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.

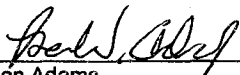
1. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Public Capital Facilities Impact Fee Ordinance directly to SJH Partnership, Ltd. or SJ Land Associates, 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.

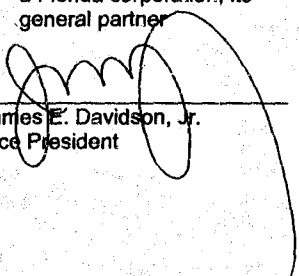
ST. JOHNS COUNTY, FLORIDA

By: 
 Ben Adams
 County Administrator

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

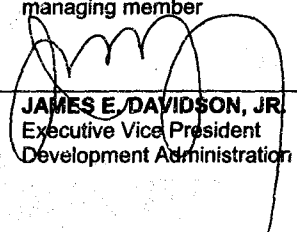
By: **SJ MEMPHIS, LTD.,** a Florida
limited partnership, its
general partner

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

(55)
9761

FIVE MINUTE RECORDING

Public Records of
St. Johns County, FL
Clerk# 03-091684
O.R. 2106 PG 774
04:25PM 12/15/2003
REC \$221.00 SUR \$28.00

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**SAINT JOHNS - SIX MILE CREEK WEST
(HERITAGE LANDING)**

THIS DOCUMENT PREPARED BY:

**H. Joseph O'Shields, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard,
Suite 1500
Jacksonville, Florida 32207**

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FOR
SAINT JOHNS - SIX MILE CREEK WEST
(HERITAGE LANDING)**

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - SIX MILE CREEK WEST
(HERITAGE LANDING)

THIS DECLARATION is made this 15th day of December 2003, by **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation (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 West 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, 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 **CDD.** The Heritage Landing Community Development District that is expected to be authorized by the St. Johns County Board of County Commissioners or other appropriate governmental authority. References herein to the CDD shall become effective once the CDD is authorized. If the CDD is not authorized, then references herein to the CDD shall be deemed deleted or the Developer may amend this Declaration to make appropriate revisions.

Section 2.5 **Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot 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 2.6 **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 2.6, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 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 2.7 **Developer.** D.R. Horton, Inc. - Jacksonville 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 D.R. Horton, Inc. - Jacksonville as the Developer of the Property is not intended and shall not be construed, to impose upon D.R. Horton, Inc. - Jacksonville any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from D.R. Horton, Inc. - Jacksonville and develop and resell the same.

Section 2.8 **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 2.9 **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 or Building Site.

Section 2.12 **Property or Six Mile Creek West 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 or Building Site, 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 VII 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 **Conveyance 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 (120) days after the Developer shall no longer own any Lot or Building Site, 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 or Building 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 or Building Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building 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 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 2.6 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. Notwithstanding any provision of this Declaration to the contrary, the CDD and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. 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 reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns 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 or the CDD, 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 or Building Site, 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. 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
EXTERIOR MAINTENANCE ASSESSMENT

Section 6.1 **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 6.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 6.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this 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 7.5, and shall be subordinate to mortgage liens to the extent provided by Section 7.6 hereof.

Section 6.3 **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 6.1, 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 VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Building Site 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 or Building Site, 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 7.2 **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. 4-109-0120C, 4-109-0122M, 4-109-0036, and 4-109-21486-2 (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 7.3 hereof.

Section 7.3 **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 and Building Sites 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 Fifteen Hundred Dollars (\$1,500.00) per Assessment Equivalent. From and after December 31, 2003, 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 7.3. 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 and Building Sites 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.

(iii) 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.

(c) Notwithstanding the provisions of paragraph (b) of this Section 7.3, until such time as improvements are completed upon Lots or Building Sites, the Owners of such Lots and Building Sites shall be obligated to pay assessments equal to one-half (2) of the amount specified by paragraphs (a) and (b) of this Section 7.3. 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.

(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 7.4 **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 those Lots and Building Sites located within such portions of the Property, based upon the allocations established by Section 7.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 7.4 shall be determined by the Board in its sole discretion.

Section 7.5 **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 or Building Site 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 7.6 **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 or Building Site 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 or Building Site, 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 or Building Site, 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 7.7 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, 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 or Building Site 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 and Buildings Sites 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 or Building Sites within the Property.

ARTICLE VIII **UTILITY PROVISIONS**

Section 8.1 **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 or Building Site without the prior written consent of the Association.

Section 8.2 **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 8.3 **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 8.4 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 IX
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 9.1 **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 9.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 9.2 **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 V 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 9.3 **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 9.4 **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 V hereof.

9.4.1 **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 this Declaration.

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

Section 9.5 **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter.

9.5.1 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.

9.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 9.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 9.5.1 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 VI 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 VII of this Declaration.

Section 9.6 **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 9.7 **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 9.8 **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 9.9 **Water Bodies.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any water body located within, adjacent to or near to the Subdivision for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such water bodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such water body. No gas or diesel driven boat shall be permitted to be operated on any water body. Lots which now or may hereafter be adjacent to or include a portion of a water body (the "waterfront parcels") shall be maintained with such grass, planting

or other lateral support as is necessary to prevent erosion of the embankment adjacent to the water body, 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 waterfront parcel pursuant to the requirements of Section 9.16 hereof. If the Owner of any waterfront parcel fails to maintain the embankment or shoreline vegetation as part of such Owner's landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such waterfront parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such waterfront parcel pursuant to the provisions of Article VI of this Declaration. Title to any waterfront 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, which may withhold its consent to any such construction in its sole discretion. 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 water body located within, adjacent to or near to 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 water body. The use of the surface waters of any such water body shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 9.10 **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 9.11 **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 9.12 **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 9.13 **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 9.14 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 9.15 **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 9.16 **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 VI 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 9.17 **Fences**. Except as approved by the Developer pursuant to Article V hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 9.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 9.19 **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 9.20 **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 9.21 **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 9.22 **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 9.23 **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 9.24 **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 or Building Parcel which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration.

Section 9.25 **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 9.26 **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, electronic mail 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 9.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 9.27 **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, 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 X

NOTICE OF PERMIT REQUIREMENTS

Section 10.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199100108 (IP-GS), AS MODIFIED, ISSUED BY THE ACOE AND PERMIT NUMBER 4-109-0120C, 4-109-0122M, 4-109-0036, and 4-109-21486-2 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 OR BUILDING SITE 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 OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE 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 XI
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 11.1 **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 to Section 3.2 hereof, the easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 11.2 **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 XI 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 XI. 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 11.2 thereafter shall be of no further force or effect.

Section 11.3 **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 Section 11.1 without the consent or joinder of any party so

long as no Lot or Building Site is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 **Ground Leased Land.** Where all or any part of a Lot 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 VII shall attach only to the interest in the Lot 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 12.1 shall be dispositive.

Section 12.2 **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 12.2, shall be dispositive for all purposes; provided nothing contained in this Section 12.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 12.3 **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 12.4 **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.

Section 12.5 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 12.6 **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 12.7 **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 12.8 **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 12.9 **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 12.10 **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 12.11 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.12 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 12.13 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD 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 15th day of December, 2003.

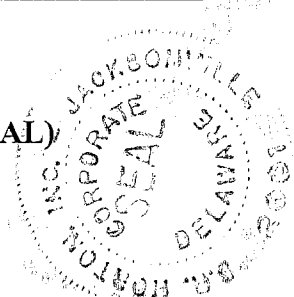
Signed, sealed and delivered
in the presence of:

Regina Davis
(Print Name) Regina Davis
William A Burkhardt
(Print Name) William A Burkhardt

D.R. HORTON, INC. - JACKSONVILLE,
A Delaware corporation

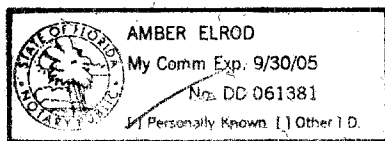
By: Kenneth L. Johns Jr.
Name: Kenneth L. Johns Jr.
Its: Vice-President

(CORPORATE SEAL)



STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 15th day of December 2003, by Kenneth L. Johns the Vice President of **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation, on behalf of the corporation.



A. Elrod
Print: A. Elrod
NOTARY PUBLIC
State of Florida at Large
Commission # DD061381
My Commission Expires:
Personally Known ☒
or Produced I.D. ☐
[check one of the above]
Type of Identification Produced

EXHIBIT A

Property

A PART OF SECTIONS 24 AND 25, TOWNSHIP 6 SOUTH, RANGE 27 EAST AND SECTION 19, 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 63°36'26" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG THE SAID SOUTHEASTERLY 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°59'25" EAST AND A CHORD DISTANCE OF 12.32 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT WIDE EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°24'17" EAST, LEAVING THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 2680.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°24'17" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 2471.54 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 615.00 FEET; THENCE WESTERLY, LEAVING THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT EASEMENT AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°07'34 WEST AND A CHORD DISTANCE OF 279.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 179.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 710.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°30'00" WEST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°00'00" WEST, A DISTANCE OF 109.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 790.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°57'22" WEST AND A CHORD DISTANCE OF 163.95 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°05'16" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 502.56 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 320.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°11'26" WEST AND A CHORD DISTANCE OF 124.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 121.83 FEET TO

THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $10^{\circ}00'00''$ EAST AND A CHORD DISTANCE OF 163.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $20^{\circ}00'00''$ EAST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $64^{\circ}43'50''$ EAST AND A CHORD DISTANCE OF 35.19 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 790.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $70^{\circ}16'10''$ WEST AND A CHORD DISTANCE OF 7.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH $66^{\circ}00'30''$ WEST AND A CHORD DISTANCE OF 75.18 TO THE END OF SAID CURVE; THENCE SOUTH $20^{\circ}00'00''$ WEST, A DISTANCE OF 121.83 FEET; THENCE SOUTH $12^{\circ}37'08''$ WEST, A DISTANCE OF 87.07 FEET; THENCE DUE SOUTH, A DISTANCE OF 416.50 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 84.19 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST, A DISTANCE OF 155.09 FEET; THENCE SOUTH $68^{\circ}57'45''$ WEST, A DISTANCE OF 98.49 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST, A DISTANCE OF 223.54 FEET; THENCE SOUTH $87^{\circ}43'18''$ WEST, A DISTANCE OF 694.22 FEET; THENCE NORTH $02^{\circ}16'42''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 13 (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2965.52 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE NORTHEASTERLY ALONG 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 $20^{\circ}08'28''$ EAST AND A DISTANCE OF 718.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $65^{\circ}01'00''$ EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13, A DISTANCE OF 967.56 FEET; THENCE NORTH $87^{\circ}36'25''$ EAST, A DISTANCE OF 1587.56 FEET TO THE POINT OF BEGINNING.

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

ARTICLE I- NAME AND DEFINITIONS

The name of this corporation shall be Saint Johns - Six Mile Creek West 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 West to be recorded in the public records of St. Johns County, Florida (the "Declaration").

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The location of the corporation's principal office and its mailing address shall be 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32223, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

ARTICLE III - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 1301 Riverplace Blvd., Suite 1500, Jacksonville, Florida 32207 and the name of its initial registered agent at such address is H. Joseph O'Shields.

ARTICLE IV - 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. 4-109-0120C, 4-109-0122M, 4-109-0036, and 4-109-21486-2, 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 (IP-GS), as such permits may be amended, modified or reissued from time to time.

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.

ARTICLE V - 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.

ARTICLE VI – MEMBERS

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

ARTICLE VII – 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 and Building Sites 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 or Building Sites 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.

ARTICLE VIII – BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than two (2) and no more than 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:

Kenneth Johns
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

John Zakoske
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

Jan Doan
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

ARTICLE IX - 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	Kenneth Johns
Vice President	John Zakoske
Secretary and Treasurer	Jan Doan

ARTICLE X - CORPORATE EXISTENCE

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

ARTICLE XI - 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.

ARTICLE XII - 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.

ARTICLE XIII - INCORPORATOR

The name and address of the Incorporator is as follows:

Kenneth Johns
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

ARTICLE XIV - 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.

**ARTICLE XV - 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.

ARTICLE XVI - 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.

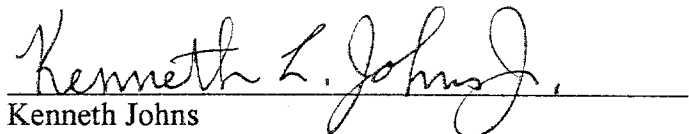
C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns 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.

ARTICLE XVII - 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.

For the purpose of organizing a not-for-profit corporation under Chapter 617, Florida Statutes, the Incorporator hereby signs this document this 25th day of November, 2003.


Kenneth Johns
Incorporator

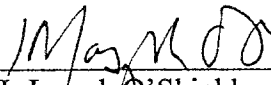
**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501, Florida Statutes, the below named Corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the Corporation is Saint Johns - Six Mile Creek West Property Owners Association, Inc.

2. The name and address of the registered agent and office are H. Joseph O'Shields, Jr., 1301 Riverplace Blvd., Suite 1500, Jacksonville, Florida 32207.

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



H. Joseph O'Shields
Registered Agent

Date: November 25, 2003

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EXHIBIT C

Bylaws

BYLAWS**OF****SAINT JOHNS - SIX MILE CREEK WEST
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 West ("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 West Property Owners Association, Inc. ("Association") shall be at 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32223, 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 or Building Site 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 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.

V. ELECTION OF DIRECTORS.

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.

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.

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.

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.

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.

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.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

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.

9. To adopt and implement such rules, regulations and programs as may, from time to time, be required by the Development Order or any other governmental requirement.

10. To have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

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 adopt an annual budget and 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.

E. 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:

Kenneth Johns
9456 Phillips Highway, Suite 1
Jacksonville, FL 32223

John Zakoske
9456 Phillips Highway, Suite 1
Jacksonville, FL 32223

Jan Doan
9456 Phillips Highway, Suite 1

Jacksonville, FL 32223

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.

K. 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	Kenneth Johns
Vice President	John Zakoske
Treasurer/Secretary	Jan Doan

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 West Property Owners Association, Inc., not for profit, 2003.

XIV. 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 persons for an act alleged to have been committed by such person in their 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,

finances, 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 being or having been a Director or officer of the Association, or by reason of 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 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 a 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 reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, there existed 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.

XV. 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.

XVI. 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. If no municipal or other governmental authority will accept such dedication, the 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.

XVII. 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 Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

XVIII. 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.

XIX. 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 West Property Owners Association, Inc., a
Florida corporation not-for-profit, effective December
_____, 2003

By: _____
Secretary

EXHIBIT D

Common Area

None at this time.

EXHIBIT E**Roadways**

All of the streets and roads described on and named Heritage Landing Parkway, Rivers Own Road, Steamboat Landing Drive, Headwaters Lane, Waterlily Way, Indian River Road, Windover Place, River Lagoon Trace, Enterprise Avenue, Mapmakers Way, Lunar Tide Terrace, Three Forks Court, Marjories Way, River of May Street, Splendid Ravine Street, and River City Street, all on the plat of Saint Johns Six Mile Creek West, Unit 1, a subdivision according to plat thereof recorded in Map Book 47, pages 84 through 94, inclusive, of the public records of St. Johns County, Florida

②
1627

Public Records of
St. Johns County, FL
Clerk# 04-029817
O.R. 2183 PG 656
08:18AM 04/23/2004
REC \$9.00 SUR \$1.50

Prepared by and Return to:
Susan S. Bloodworth, Esquire
Rogers, Towers, P.A.
170 Malaga Street, Suite A
St. Augustine, Florida 32084

**DEED OF DEDICATION
(RIGHTS-OF-WAY)**

THIS INDENTURE, made this 2nd day of April, 2004, between **D.R. Horton, Inc. - Jacksonville**, a Delaware corporation, duly authorized to do business in the State of Florida, whose address is 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256, ("Grantor"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4010 Lewis Speedway, St. Augustine, Florida 32095, ("Grantee").

WITNESSETH: that for and in consideration of the acceptance of this Dedication by the Grantee, said Grantor does hereby give, grant, dedicate, and convey to the Grantee, its successors and assigns forever, the following described land, situate in St. Johns County, Florida, to wit:

Common roads for the benefit of SAINT JOHNS SIX MILE CREEK WEST UNIT 1, as recorded on plat thereof as recorded in Map Book 47, pages 84 through 94, inclusive, of the public records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances of Grantor thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, including easements for drainage, utilities, ingress, egress and sewers, to the proper use, benefit, and behoof of the Grantee, its legal representatives, successors and assigns forever.

Inset-BCC Secty
P. Degraide

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

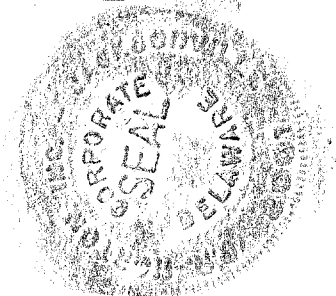
Signed, sealed and delivered in the presence of:

By: [Signature]
S. S. Doan

By: [Signature]
Regina Norris

D.R. HORTON, INC. - JACKSONVILLE
a Delaware corporation

By: [Signature]
Name: Philip A. Fremento
Its: Vice President



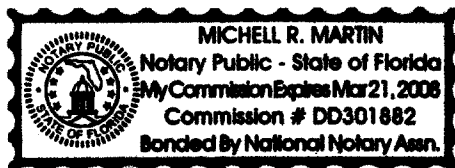
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by Philip A. Fremento, the Vice President of D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public, State of Florida.

Name: Michelle R. Martin
My Commission Expires: March 21, 2008
My Commission Number is: DD301882



Public Records of
St. Johns County, FL
Clerk# 04-070112
O.R. 2282 PG 984
04:20PM 09/17/2004
REC \$61.00 SUR \$68.00

This instrument was prepared by and when recorded
should be returned to:

ROBERT C. GANG, ESQ.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(This space reserved for Clerk)

8181
⑤

**DECLARATION OF CONSENT TO JURISDICTION OF
HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

The undersigned, as the owner of 100% of the developable land (the "Land") described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Landowner"), intending that they and their respective successors in interest shall be legally bound by this Declaration, hereby declare, acknowledge and agree as follows:

1. Heritage Landing Community Development District (the "District") is, and has been at all times on and after June 28, 2004, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of St. Johns County, Florida (the "Commission") relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2004-46 (the "Ordinance"), effective as of June 28, 2004, was duly and properly adopted by the Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated by the Ordinance to serve in their respective capacities and had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from June 28, 2004 to and including the date of this Declaration.

2. The Landowner, its heirs, successors and assigns hereby consents to the imposition of special assessments by the District upon the Land, and upon the undertaking by the District of all proceedings with respect thereto in accordance with applicable Florida law, agrees and acknowledges that the special assessments will be legal, valid and binding first liens upon the property against which such assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, their heirs, successors and assigns hereby waive the right granted in Chapter 170.09, Florida Statutes, to prepay the special assessments without interest within thirty (30) days after the improvements are completed, in consideration of rights granted by the District to prepay the special assessments in full at any time, but

with interest, and to prepay in part, but with interest, under the circumstances set forth in the resolutions of the District levying the special assessments.

4. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. Other information regarding the special assessments, including without limitation, a True-Up Agreement to be entered by the District and D. R. Horton, Inc. - Jacksonville, is available from Rizzetta & Company, Inc., the District Manager, at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

5. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one (1) agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[Remainder of page intentionally left blank]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT TO JURISDICTION OF HERITAGE
LANDING COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL
ASSESSMENTS]

Dated this 15th day of September, 2004.


D. R. HORTON, INC. - JACKSONVILLE, a
Delaware corporation

ATTEST:

By: _____

Name: _____

Title: _____

By: 
Philip A. Fremento
Vice President

WITNESS:



Print Name: Peter L. Damm

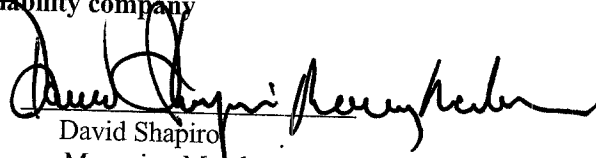
ATTEST:

By: _____

Name: _____

Title: _____

EQUITY INVESTMENTS, LLC, a Florida limited
liability company


David Shapiro
Managing Member

WITNESS:

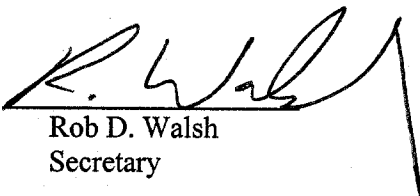


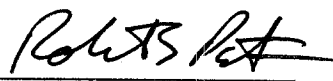
Print Name: Nadia Small

Acknowledged and Agreed to by:

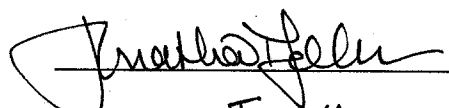
ATTEST:

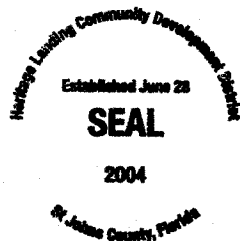
HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT

By: 
Rob D. Walsh
Secretary

By: 
Robert S. Porter
Chairman

WITNESS:


Print Name: Jonathan T. Johnson



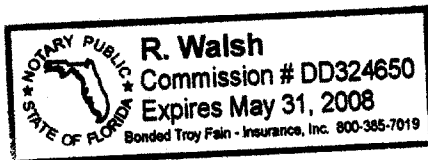
STATE OF FLORIDA)
) SS:
COUNTY OF ST. JOHNS)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Philip A. Fremento known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of D. R. Horton, Inc. - Jacksonville, a Delaware corporation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Landowner, and delivered the said instrument as the free and voluntary act of said Landowner and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 5 day of September, 2004.

NOTARY PUBLIC, STATE OF
FLORIDA

R. Walsh



(Name of Notary Public, Print, Stamp or
Type as Counciled)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

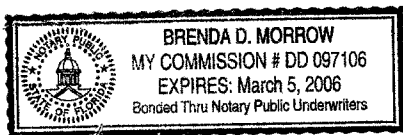
☐ DID take an oath, or
☒ DID NOT take an oath.

STATE OF FLORIDA)

COUNTY OF MAN BEACH) SS:

I, Brenda D. Morrow a Notary Public in and for the said County in the State aforesaid, do hereby certify that David Shapiro known to me to be the same person whose name is subscribed to the foregoing instrument as Managing Member of Equity Investments, LLC, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Landowners, and delivered the said instrument as the free and voluntary act of said Landowners and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 10th day of SEPTEMBER 2004.



Brenda D. Morrow
NOTARY PUBLIC, STATE OF
FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☒ DID NOT take an oath.

STATE OF FLORIDA)
) SS:
 COUNTY OF ST. JOHNS)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Robert S. Porter, Chairman of Heritage Landing Community Development District (the "District"), known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said District, and delivered the said instrument as the free and voluntary act of said District and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 5 day of September, 2004.

R. Walsh



NOTARY PUBLIC, STATE OF
 FLORIDA

(Name of Notary Public, Print, Stamp or
 Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☒ DID NOT take an oath.

EXHIBIT A

Lots 3, 4, 5, 6, 7, 8, 9, 23, 28, 29, 30, 33, 34, 35, 42, 43, 44, 45, 62, 63, 64, 65, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 90, 92, 93, 97, 102, 106, 107, 108, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 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, 308, 319, 322, 328, 332, 338; Six Mile Creek West, Unit 1, according to plat thereof recorded in Plat Book 47, pages 84 through 94.

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A PORTION OF SMUGGLERS LANDING, AS RECORDED IN MAP BOOK 15, PAGES 53-59 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND SECTIONS 19 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT 4, SAINT JOHNS SIX MILE CREEK WEST UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 89-94 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1), SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°00'30" EAST, 75.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 790.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 7.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°15'59" EAST, 7.34 FEET, TO THE POINT OF CUSP OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF TRACT 9, AS SHOWN ON THE AFORESAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, RUN SOUTHWESTERLY, SOUTHERLY, NORTHEASTERLY AND NORTHERLY, ALONG BOUNDARY LINE OF SAID TRACT 9, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'49" WEST, 35.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 470.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°00'00" WEST, 163.23 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 00°00'00" EAST, A DISTANCE OF 121.83 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 320.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°11'27" EAST, 124.21 FEET, TO A POINT; COURSE NO. 6: NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET, TO A POINT; COURSE NO. 7: NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET, TO THE NORTHEAST CORNER OF SAID TRACT 9, SAID POINT BEING SITUATE ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 790.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°57'22" EAST, 163.95 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 75°00'00" EAST, A DISTANCE OF 109.87 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 710.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°30'00" EAST, 427.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 70°00'00" EAST, A DISTANCE OF 179.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 615.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

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("Property")

WEST TRACT PHASES 2, 3 AND 4

A PART OF SECTIONS 18, 19 AND A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST TOGETHER WITH A PART OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING 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 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'26''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}59'25''$ EAST AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG 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 $71^{\circ}20'36''$ EAST AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'12''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}36'14''$ EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH $02^{\circ}24'06''$ WEST, A DISTANCE OF 306.37 FEET TO A POINT IN A LINE OF THE U.S. ARMY CORP. OF ENGINEER JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE FOLLOWING 39 COURSES; COURSE NO. 1) NORTH $73^{\circ}54'50''$ EAST, A DISTANCE OF 38.10 FEET; COURSE NO. 2) SOUTH $20^{\circ}38'55''$ WEST, A DISTANCE OF 22.57 FEET; COURSE NO. 3) SOUTH $70^{\circ}11'45''$ EAST, A DISTANCE OF 39.35 FEET; COURSE NO. 4) NORTH $79^{\circ}14'06''$ EAST, A DISTANCE OF 60.46 FEET; COURSE NO. 5) SOUTH $72^{\circ}01'56''$ EAST, A DISTANCE OF 34.74 FEET; COURSE NO. 6) NORTH $22^{\circ}11'36''$ EAST, A DISTANCE OF 53.88 FEET; COURSE NO. 7) NORTH $17^{\circ}21'57''$ EAST, A DISTANCE OF 56.86 FEET; COURSE NO. 8) SOUTH $79^{\circ}54'05''$ EAST, A DISTANCE OF 33.10 FEET; COURSE NO. 9) SOUTH $87^{\circ}04'22''$ EAST, A DISTANCE OF 44.65 FEET; COURSE

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NO 10) SOUTH 68°15'51" EAST, A DISTANCE OF 59.26 FEET; COURSE
 NO. 11) SOUTH 74°52'37" EAST, A DISTANCE OF 67.86 FEET; COURSE
 NO. 12) SOUTH 63°35'35" EAST, A DISTANCE OF 52.25 FEET; COURSE
 NO. 13) SOUTH 78°55'53" EAST, A DISTANCE OF 40.34 FEET; COURSE
 NO. 14) SOUTH 56°58'40" EAST, A DISTANCE OF 53.64 FEET; COURSE
 NO. 15) NORTH 85°16'29" EAST, A DISTANCE OF 60.00 FEET; COURSE
 NO. 16) SOUTH 83°51'01" EAST, A DISTANCE OF 38.29 FEET; COURSE
 NO. 17) SOUTH 66°33'19" EAST, A DISTANCE OF 41.60 FEET; COURSE
 NO. 18) SOUTH 81°10'04" EAST, A DISTANCE OF 50.23 FEET; COURSE
 NO. 19) SOUTH 44°36'44" EAST, A DISTANCE OF 44.10 FEET; COURSE
 NO. 20) NORTH 84°02'56" EAST, A DISTANCE OF 53.33 FEET; COURSE
 NO. 21) SOUTH 25°04'56" WEST, A DISTANCE OF 66.84 FEET; COURSE
 NO. 22) SOUTH 22°33'38" WEST, A DISTANCE OF 52.42 FEET; COURSE
 NO. 23) SOUTH 23°37'03" WEST, A DISTANCE OF 65.10 FEET; COURSE
 NO. 24) SOUTH 25°37'53" WEST, A DISTANCE OF 36.54 FEET; COURSE
 NO. 25) SOUTH 16°52'33" WEST, A DISTANCE OF 56.94 FEET; COURSE
 NO. 26) SOUTH 14°49'12" WEST, A DISTANCE OF 47.63 FEET; COURSE
 NO. 27) SOUTH 79°13'03" EAST, A DISTANCE OF 40.08 FEET; COURSE
 NO. 28) SOUTH 54°47'14" WEST, A DISTANCE OF 44.63 FEET; COURSE
 NO. 29) SOUTH 43°27'01" EAST, A DISTANCE OF 43.99 FEET; COURSE
 NO. 30) NORTH 78°51'32" EAST, A DISTANCE OF 37.66 FEET; COURSE
 NO. 31) SOUTH 53°33'21" EAST, A DISTANCE OF 38.77 FEET; COURSE
 NO. 32) SOUTH 29°30'29" EAST, A DISTANCE OF 56.13 FEET; COURSE
 NO. 33) NORTH 84°43'39" EAST, A DISTANCE OF 47.21 FEET; COURSE
 NO. 34) NORTH 03°21'11" EAST, A DISTANCE OF 35.09 FEET; COURSE
 NO. 35) NORTH 01°08'08" EAST, A DISTANCE OF 42.40 FEET; COURSE
 NO. 36) NORTH 76°20'28" EAST, A DISTANCE OF 37.63 FEET; COURSE
 NO. 37) SOUTH 69°05'43" EAST, A DISTANCE OF 61.65 FEET; COURSE
 NO. 38) SOUTH 63°18'54" EAST, A DISTANCE OF 51.81 FEET; COURSE
 NO. 39) SOUTH 52°16'07" EAST, A DISTANCE OF 61.80 FEET TO A
 POINT IN THE WESTERLY LINE OF LANDS AS RECORDED IN OFFICIAL
 RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY;
 THENCE SOUTH 20°28'53" WEST ALONG SAID WESTERLY LINE, A DISTANCE
 OF 939.53 FEET; THENCE SOUTH 31°41'47" EAST, ALONG THE SOUTHERLY
 LINE OF SAID LANDS, A DISTANCE OF 506.47 FEET; THENCE DUE SOUTH,
 A DISTANCE OF 2204.83 FEET; THENCE SOUTH 30°00'00" WEST, A
 DISTANCE OF 2995.75 FEET; THENCE SOUTH 49°17'28" WEST, A
 DISTANCE OF 3426.50 FEET TO A POINT IN SIX MILE CREEK; THENCE
 ALONG SAID SIX MILE CREEK, THE FOLLOWING 6 COURSES: COURSE NO.
 1) NORTH 01°10'12" WEST, A DISTANCE OF 303.45 FEET; COURSE NO.
 2) NORTH 28°19'57" WEST, A DISTANCE OF 522.44 FEET; COURSE NO.
 3) NORTH 18°52'29" WEST, A DISTANCE OF 479.11 FEET; COURSE NO.
 4) NORTH 69°49'50" WEST, A DISTANCE OF 257.45 FEET; COURSE NO. 5)
 NORTH 05°21'04" WEST, A DISTANCE OF 519.88 FEET; COURSE NO. 6)
 NORTH 33°00'13" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH

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88°20'27" EAST, LEAVING SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET; THENCE NORTH 02°16'42" WEST, A DISTANCE OF 1181.87 FEET TO A POINT AT THE SOUTHWEST CORNER OF PHASE 1; THENCE ALONG LINES OF SAID PHASE 1, THE FOLLOWING 23 COURSES: COURSE NO. 1) NORTH 87°43'18" EAST, A DISTANCE OF 694.22 FEET; COURSE NO. 2) NORTH 45°00'00" EAST, A DISTANCE OF 223.54 FEET; COURSE NO. 3) NORTH 68°57'45" EAST, A DISTANCE OF 98.49 FEET; COURSE NO. 4) NORTH 45°00'00" EAST, A DISTANCE OF 155.09 FEET; COURSE NO. 5) NORTH 45°00'00" WEST, A DISTANCE OF 84.19 FEET; COURSE NO. 6) DUE NORTH, A DISTANCE OF 416.50 FEET; COURSE NO. 7) NORTH 12°37'08" EAST, A DISTANCE OF 87.07 FEET; COURSE NO. 8) NORTH 20°00'00" EAST, A DISTANCE OF 121.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; COURSE NO. 9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°00'30" EAST AND A CHORD DISTANCE OF 75.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10) SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO. 11) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°16'10" EAST AND A CHORD DISTANCE OF 7.43 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; COURSE NO. 12) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°43'50" WEST AND A CHORD DISTANCE OF 35.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13) THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; COURSE NO. 14) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°00'00" WEST AND A CHORD DISTANCE OF 163.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15) THENCE DUE SOUTH, A DISTANCE OF 121.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 320.00 FEET; COURSE NO. 16) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°11'26" EAST AND A CHORD DISTANCE OF 124.21 FEET TO THE END OF SAID CURVE; COURSE NO. 17) NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET; COURSE NO. 18) NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO. 19) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC

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LESS AND EXCEPT:

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LEGACY AT HERITAGE LANDING

THIS DOCUMENT PREPARED BY:

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170 Malaga Street
Suite A
St. Augustine, Florida 32084

**INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
LEGACY AT HERITAGE LANDING

THIS DECLARATION is made this 17th day of December 2004, by **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation (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**. Legacy At Heritage Landing Homeowners 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

Section 2.4 **CDD**. The Heritage Landing Community Development District Ordinance No. 2004-46, adopted by the St. Johns County Board of County Commissioners June 22, 2004.

Section 2.5 **Plat.** Saint Johns Six Mile Creek West Unit 2, recorded Map Book 52, pages 43 through 59.

Section 2.6 **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 2.6, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 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 2.7 **Developer.** D.R. Horton, Inc. - Jacksonville 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 D.R. Horton, Inc. - Jacksonville as the Developer of the Property is not intended and shall not be construed, to impose upon D.R. Horton, Inc. - Jacksonville any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from D.R. Horton, Inc. - Jacksonville and develop and resell the same.

Section 2.8 **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 2.9 **Lot.** Each platted lot located within the Property 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 **Master Declaration.** That certain Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek West (Heritage Landing) recorded in Official Records Volume 2106, page 774, public records of St. Johns County, Florida.

Section 2.11 **Owner.** The record owner or owners of any Lot.

Section 2.12 **Property.** 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 and intended for use as a residential dwelling.

Section 2.15 **Master Association.** Saint Johns-Six Mile Creek West Property Owners Association, Inc., formed as a Florida non-profit corporation whose members are comprised of Owners.

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, 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 VII 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 **Conveyance 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 (120) days after the Developer shall no longer own any Lot, 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, 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, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, 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 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 2.6 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.

Notwithstanding any provision of this Declaration to the contrary, the CDD and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices that 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 reserves for itself, the Association, the Master Association, the CDD and their respective agents, employees, contractors, successors and assigns 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, Master Association or the CDD, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner that 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

THE MASTER ASSOCIATION

Section 5.1 **Membership.** Upon acceptance of a deed to a Lot, each Owner becomes a member of the Master Association. Except as to architectural control, the Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, including without limitation, the right to levy assessments against each of the Owners.

Section 5.2 **Lien Rights.** The Master Association is entitled to a lien upon each Lot for any unpaid assessments due under the Master Declaration.

Section 5.3 **Priority of Declaration.** In the event of any conflict between the terms of and provisions of this Declaration and the Master Declaration, the terms and provisions of this Declaration shall control in all respects.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 **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 6.2 **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, 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. 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 6.3 **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 6.4 **Powers and Duties of the ARC.** The ARC shall have the following powers and duties:

6.4.1 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.

6.4.2 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.

6.4.3 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 6.5 **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 6.6 **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 6.7 **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.

Section 6.8 **Priority of Architectural Control.** Owners are not required to obtain approval from the Master Association's Architectural Review Committee. In the event of any conflict between the architectural controls contained within this Declaration and the architectural

controls contained within the Master Declaration, the terms and provisions of this Declaration shall control in all respects.

ARTICLE VII

EXTERIOR MAINTENANCE ASSESSMENT

Section 7.1 **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 7.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 6.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this 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 7.5, and shall be subordinate to mortgage liens to the extent provided by Section 7.6 hereof.

Section 7.3 **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 6.1, 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 VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 8.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot 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, 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 8.2 **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. 4-109-0120C, 4-109-0122M, 4-109-0036, and 4-109-21486-2 (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 7.3 hereof.

Section 8.3 **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 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 Fifteen Hundred Dollars (\$1,500.00) per Assessment Equivalent. From and after December 31, 2003, 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 7.3. 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 as follows: the Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(c) Notwithstanding the provisions of paragraph (b) of this Section 7.3, until such time as improvements are completed upon Lots, the Owners of such Lots shall be obligated to pay assessments equal to one-half (1/2) of the amount specified by paragraphs (a) and (b) of this Section 7.3. For purposes of this Declaration, completion of improvements upon Lots 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.

(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 collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(e) Assessments payable by Owners are collected and remitted by the Association to the Master Association. Notwithstanding the collection of assessments due the Master Association by the Association, nothing contained herein shall affect the Master Association's right to directly enforce each Owner's individual obligation to pay assessments to the Master Association pursuant to the Master Declaration.

Section 8.4 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 those Lots located within such portions of the Property, based upon the allocations established by Section 7.3 hereof. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 7.4 shall be determined by the Board in its sole discretion.

Section 8.5 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 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 8.6 Subordination of Lien. 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 that have become due and payable prior to a sale or transfer of the Lot 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, 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 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. Such lien shall be inferior to any assessments levied by the Master Association.

Section 8.7 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots 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 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 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 within the Property.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1 **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 without the prior written consent of the Association.

Section 9.2 **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 9.3 **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 9.4 **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 X

USE RESTRICTIONS AND RIGHTS AND EASEMENTS

RESERVED BY DEVELOPER

Section 10.1 **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 9.1 shall be reallocated by the

Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **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 V 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 10.3 **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 10.4 **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 V hereof.

10.4.1 **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 this Declaration.

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

Section 10.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 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.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 9.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 9.5.1 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 VI 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 VII of this Declaration.

Section 10.6 **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 10.7 **Nuisances**. Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that 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 10.8 **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 10.9 **Water Bodies**. Only the Developer, the Association and the Master Association shall have the right to pump or otherwise remove any water from any water body located within, adjacent to or near to the Subdivision for the purpose of irrigation or other use. The Developer, the Association and the Master Association shall have the sole and absolute right (but no obligation) to control the water level of such water bodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such water body. No gas or diesel driven boat shall be permitted to be operated on any water body. Lots which now or may hereafter be adjacent to or include a portion of a water body (the "waterfront parcels") shall be maintained with such grass, planting or other lateral support as is necessary to prevent erosion of the embankment adjacent to the water body, 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 waterfront parcel pursuant to the requirements of Section 9.16 hereof. If the Owner of any waterfront parcel fails to maintain the embankment or shoreline vegetation as part of such Owner's landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such waterfront parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such waterfront parcel pursuant to the provisions of Article VI of this Declaration.

Title to any waterfront 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, which may withhold its consent to any such construction in its sole discretion. 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 water body located within, adjacent to or near to 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 water body. The use of the surface waters of any such water body shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 10.10 **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 10.11 **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 10.12 **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 10.13 **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 10.14 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 **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 10.16 **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 VI 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 10.17 **Fences**. Except as approved by the Developer pursuant to Article V hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **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 10.20 **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 10.21 **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 10.22 **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 10.23 **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 10.24 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer, Association or Master 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 that are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration.

Section 10.25 **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 10.26 **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, electronic mail 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 9.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 10.27 **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 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 XI

NOTICE OF PERMIT REQUIREMENTS

Section 11.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199100108 (IP-GS), AS MODIFIED, ISSUED BY THE ACOE AND PERMIT NUMBER 4-109-0120C, 4-109-0122M, 4-109-0036, and 4-109-21486-2 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 THAT 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, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT 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 XII
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 12.1 **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 to Section 3.2 hereof, the easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 12.2 **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 XI 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 XI. 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 11.2 thereafter shall be of no further force or effect.

Section 12.3 **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 Section 11.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Ground Leased Land.** Where all or any part of a Lot 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 VII shall attach only to the interest in the Lot of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 12.1 shall be dispositive.

Section 13.2 **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 12.2, shall be dispositive for all purposes; provided nothing contained in this Section 12.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 13.3 **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 13.4 **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.

Section 13.5 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 13.6 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 13.7 **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 13.8 **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 that does not materially and adversely affect the value of any Lot located within the Property. Any amendment to this Declaration that 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 that 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 13.9 **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 13.10 **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 13.11 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.12 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 13.13 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION, THE CDD 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 ____ day of December, 2004.

Signed, sealed and delivered
in the presence of:

D.R. HORTON, INC. - JACKSONVILLE,
A Delaware corporation

Regina Norris
Regina NORRIS
(Print Name)

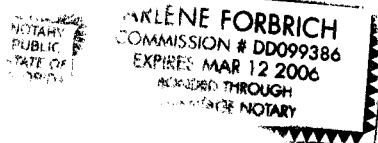
Sherry Shuman
Sherry Shuman
(Print Name)

By: *[Signature]*
Name: DAVID DOAN
Its: VICE PRESIDENT LAND DEVELOPMENT

(CORPORATE SEAL)

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17 day of December 2004, by Jan J. Doan, the Vice President of **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation, on behalf of the corporation.



Arlene Forbrich
Print: Arlene Forbrich
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**

Lots 63, 64, 89-98 and 114-117, as shown on page 50 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Lots 81-88 and 106-113, as shown on page 51 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Lots 74-80 and 104 and 105, as shown on page 52 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Lots 68-73 and 100-103, as shown on page 54 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Lots 65-67 and 99, as shown on page 55 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "L-2" as shown pages 50 and 51 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tracts "L-4," "L-5," and "L-6," as shown on page 50 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "C-1," as shown on pages 52-55 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "C-2," as shown on pages 51-53 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "S-2," as shown on pages 50-52 and 54-55 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "R-1," as shown on pages 52-53 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

Tract "A," as shown on pages 50-55 of the plat of Saint Johns Six Mile Creek West Unit 2, recorded at Map Book 52, pages 43-59, public records of St. Johns County, Florida.

EXHIBIT B

Articles of Incorporation

following pages 1-9 attached

**ARTICLES OF INCORPORATION
OF
LEGACY AT HERITAGE LANDING
HOMEOWNERS ASSOCIATION, INC.
(A Florida not-for-profit corporation)**

ARTICLE I- NAME AND DEFINITIONS

The name of this corporation shall be Legacy at Heritage Landing Homeowners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions, Restrictions and Easements for Legacy at Heritage Landing to be recorded in the public records of St. Johns County, Florida (the "Declaration").

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The location of the corporation's principal office and its mailing address shall be 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

ARTICLE III - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 170 Malaga Street, Suite A, St. Augustine, Florida 32084 and the name of its initial registered agent at such address is Susan S. Bloodworth, Esquire.

ARTICLE IV – 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 Nos. # 4-109-0120C, 4-109-0122M, 4-109-0036 and 4-109-21486-2, as such permits may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

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.

ARTICLE V - 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.

ARTICLE VI – MEMBERS

The members ("Members") shall consist of the Developer and each Owner.

ARTICLE VII – 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, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Lots owned by them. The votes of Members shall be exercised directly by such Owners or their authorized representatives.

2. 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 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.

ARTICLE VIII – BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than two (2) and no more than 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:

Kenneth Johns
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

John Zakoske
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

Jan Doan
9456 Phillips Highway, Suite 1
Jacksonville, Florida 32256

ARTICLE IX - 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	Kenneth Johns
Vice President	John Zakoske
Secretary and Treasurer	Jan Doan

ARTICLE X – CORPORATE EXISTENCE

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

ARTICLE XI - 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.

ARTICLE XII - 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.

ARTICLE XIII - INCORPORATOR

The name and address of the Incorporator are as follows:

Susan S. Bloodworth.
170 Malaga Street, Suite A
St. Augustine, Florida 32084

ARTICLE XIV - 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.

ARTICLE XV - 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.

ARTICLE XVI - 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.

ARTICLE XVII - 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.

For the purpose of organizing a not-for-profit corporation under Chapter 617, Florida Statutes, the Incorporator hereby signs this document this 17th day of December, 2004.



Susan S. Bloodworth
Incorporator

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501, Florida Statutes, the below named Corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the Corporation is Legacy at Heritage Landing Homeowners Association, Inc.

2. The name and address of the registered agent and office are Susan S. Bloodworth, Esquire, Rogers, Towers, P.A., 170 Malaga Street, Suite A, St. Augustine, Florida 32084.

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



Susan S. Bloodworth
Registered Agent

Date: December 17, 2004.

EXHIBIT C

Bylaws

following pages 1-11 attached.

BYLAWS
OF
LEGACY AT HERITAGE LANDING
HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Legacy at Heritage Landing ("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.

I. LOCATION OF PRINCIPAL OFFICE.

The office of the Legacy at Heritage Landing Homeowners Association, Inc. ("Association") shall be at 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

II. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot and D.R. HORTON, Inc. – Jacksonville, a Delaware corporation (the "Declarant") as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") and shall have the voting rights as set forth hereinbelow, provided that any such person or entity who holds such interest 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 Lot within the Property.

B. The Association shall have classes of voting membership as follows:

1. **Residential Member.** Residential Members shall be the Owners of Lots (other than Declarant until the Declarant Membership in the Association terminates). Each Residential Member owning an Improved Lot shall have one (1) vote for each such Lot. Each Residential Member owning a Lot which is not Improved shall have one-half vote ($\frac{1}{2}$) for each such Lot.
2. **Declarant Member.** The Declarant Member shall be Declarant or an assignee of Declarant's rights under the Declaration and these Bylaws. The Declarant Member shall be entitled to the number of votes equal to the total votes from time to time possessed by all other classifications of memberships, plus one (1) vote. Declarant Membership shall terminate (i) when Declarant no longer owns any part of the Property; (ii) when twenty (20) years have elapsed from the date of recording this Declaration; or (iii) when Declarant, in its sole discretion, elects to terminate the Declarant

Membership by written notice to the Association, whichever shall first occur.

Notwithstanding anything contained herein, no Member shall have less than one (1) vote.

C. 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.

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

E. The share of total annual assessment, special assessments and any other assessments imposed by the Board of Directors pursuant to the Declaration, Articles and these Bylaws shall be allocated among the Owners of the Lots based upon one (1) Assessment Equivalent ("AE") for each Improved Lot owned by such Owners;

F. Notwithstanding the provisions of paragraph E above, until such time as the Improved Lots are occupied, the Owners shall be obligated to pay annual assessments equal to fifty percent (50%) of the amount specified, until such time as a certificate of occupancy issues from the appropriate governmental entity.

G. The assessment obligations of each Owner other than the Declarant shall commence on the later of (i) the recordation of the Declaration or (ii) a Deed evidencing fee title ownership in the public records of Duval County, Florida. Annual assessments shall be collectible in advance on a periodic basis established by the Board of Directors from time to time. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

H. 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.

III. ELECTION OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) persons, three (3) of whom shall initially be appointed by Declarant and shall be elected annually thereafter. Board members need not be Members of the Association, except as provided below. Commencing with the first annual election of directors, Declarant shall appoint three (3) directors, and Members other than Declarant shall be entitled to elect two (2) directors.

B. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described in Article IX

hereof, or upon petition in accordance with Section D. of this Article IV. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

C. The Declarant 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 such Owner is appointing to the Board.

D. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members, 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 Declarant shall be placed on the written ballot referenced in Section E of this Article IV.

E. 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, (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 Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in these Bylaws.

F. 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.

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

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 Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. 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.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
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.
9. To adopt and implement such rules, regulations and programs as may, from time to time, be required by the Development Order or any other governmental requirement.
10. To have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

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:

(i) To adopt an annual budget and 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;

(ii) 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

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

VI. DIRECTORS' MEETINGS.

A. Regular meetings of the Board shall be held at least quarterly on such date and at such time as the Board may establish. Notice to the Directors 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.

E. 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:

Kenneth Johns
9456 Phillips Highway, Suite 1
Jacksonville, FL 32223

John Zakoske
9456 Phillips Highway, Suite 1
Jacksonville, FL 32223

Jan Doan
9456 Phillips Highway, Suite 1
Jacksonville, FL 32223

VII. OFFICERS.

A. The Officers of the Association shall be a President, one or more Vice Presidents, 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.

K. 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	Kenneth Johns
Vice President	John Zakoske
Treasurer/Secretary	Jan Doan

VIII. 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.

IX. 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 at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

X. MEETINGS OF MEMBERS.

The annual meeting of the Members shall be held prior to April 1, 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.

A. 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 at least 10% of all the votes allocated to the entire Membership.

B. 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 the 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 ten (10) days in advance. Notice of any other meeting, regular or special, shall be delivered at least ten (10) 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.

C. The presence, in person or by proxy, of the Members holding not less than ten percent (10%) of the total votes in the Association shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XI. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. 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. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

XII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: LEGACY AT HERITAGE LANDING HOMEOWNERS ASSOCIATION, INC., not for profit, 2004.

XIV. 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 persons for an act alleged to have been committed by such person in their 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 being or having been a Director or officer of the Association, or by reason of 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 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 a 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 reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, there existed 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.

XIII. 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.

XIV. 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. If no municipal or other governmental authority will accept such dedication, the 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.

XV. 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 Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

XVI. 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 Duval County, Florida.

XVII. 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 Legacy at Heritage Landing Homeowners Association, Inc., a Florida corporation, ~~not-for-profit~~ effective Dec. 17, 2004.

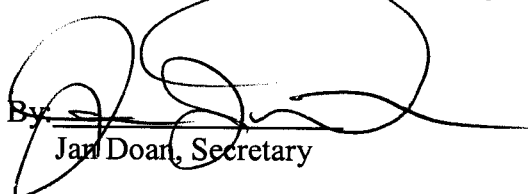
By 
Jan Doan, Secretary

EXHIBIT D

Common Area
None at this time.

EXHIBIT E

Roadways

Trout Creek Court, as depicted on the plat of Saint Johns Six Mile Creek West, Unit 2, a subdivision according to plat thereof recorded in Map Book 52, pages 43-59, inclusive, of the public records of St. Johns County, Florida

4
6

THIS DOCUMENT PREPARED BY:
M. LYNN PAPPAS, ESQ.

AFTER RECORDING RETURN TO:
GLENN THOMPSON
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

Public Records of
St. Johns County, FL
Clerk# 03-047488
O.R. 1991 PG 1057
03:49PM 07/09/2003
REC \$33.00 SUR \$4.50

ASSIGNMENT OF DEVELOPMENT RIGHTS

[SIX MILE CREEK WEST PARCELS 2, 3, AND 4]

THIS ASSIGNMENT is executed as of July 8, 2003, by
SJ LAND ASSOCIATES, LLC, a Delaware Limited Liability Company ("Assignor") for the
benefit of EQUITY INVESTMENTS, LLC, a Florida limited liability company ("Assignee").

BACKGROUND FACTS

Assignor conveyed to Assignee the property in St. Johns County, Florida, described on Exhibit A (the "Property") by a deed executed and delivered simultaneously with this Assignment (the "Special Warranty Deed"). The Property is a portion of Assignor's development known as Saint Johns and is subject to a Development of Regional Impact Order approved under St. Johns County Resolution No. 91-130, as modified from time to time (the "Saint Johns DRI") and a Planned Unit Development approved under St. Johns County Ordinance No. 91-37, as modified from time to time (the "PUD"). To accommodate Assignee's intended use of the Property, Assignor desires to allocate a portion of the development rights under the Saint Johns DRI and the PUD to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts as set forth above are true and correct.
2. **Assignment.** From the development rights accorded to Saint Johns by the Saint Johns DRI and the PUD, and subject to the provisions of the Special Warranty Deed, Assignor hereby allocates to the Property and assigns to the Assignee, as owner of the Property, the rights under the Saint Johns DRI and the PUD to develop the following improvements:

Up to 816 single family residential lots and ancillary recreational uses.

The rights under the Saint Johns DRI and PUD allocated to the Property in this Section 2 are collectively referred to herein as the "Development Rights." The Development Rights are subject to the applicable terms, conditions and requirements of the Saint Johns DRI and the PUD.

3. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as the Assignee or Assignor may reasonably request concerning the Development Rights.

4. **All Other Development Rights Reserved.** The Assignor and Assignee specifically understand and agree that no other development rights have been or are hereby allocated and assigned to the Property, and that all development rights not specifically allocated and assigned to the Property in Section 2 of this assignment are specifically reserved by Assignor for benefit of other lands in Saint Johns.

5. **Reversion of Unused Development Rights.** The parties acknowledge that Assignee may, at Assignee's option, develop the land with less than all of the Development Rights herein assigned by Assignor to Assignee. In such event, the excess Development Rights assigned to Assignee shall revert to Assignor for the benefit of other lands in Saint Johns. The reversion of Development Rights shall occur upon the Assignee's receipt of St. Johns County's approval of one or more final plats, which together encompass all of the Property (excluding only unplatted improvements such as amenities, if any) and which confirm a development of the Property which is less than the total of the Development Rights herein assigned. The reversion of the excess Development Rights shall occur immediately and automatically upon St. Johns County's approval of such final plats. The Assignee agrees that, in such event, and at the request of Assignor, it will execute and deliver to Assignor a document confirming the reallocation and reassignment to the Assignor of unused excess Development Rights assigned by this Assignment.

6. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the Development Rights to any party other than a successor in title to all or part of the Property or as collateral for a loan secured by the Property. Any assignment made in violation of this provision shall be void.

7. **Binding.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Property.

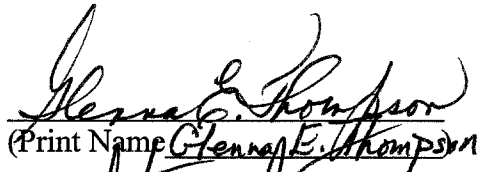
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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

"ASSIGNOR"

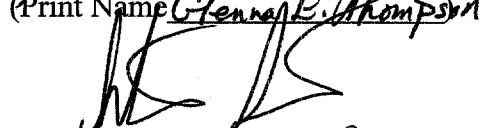
Signed, sealed and
delivered in the
presence of:

SJ Land Associates, LLC,
a Delaware limited liability company


(Print Name Glenn E. Thompson)

By:


JAMES E. DAVIDSON, JR.
Its Manager


(Print Name Steven B. Greenhut)

[CORPORATE SEAL]

STATE OF FLORIDA }
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 8th day of July, 2003, by **JAMES E. DAVIDSON, JR.**, the Manager of SJ Land Associates, LLC, a Delaware limited liability company, on behalf of the company.


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 _____

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

[This space intentionally left blank.]

"ASSIGNEE"

EQUITY INVESTMENTS, LLC,
a Florida limited liability company

Glenna E. Thompson
(Print Name Glenna E. Thompson)
Steven R. Greenhut
(Print Name Steven R. Greenhut)

By: David E. Shapiro
Name: David E. Shapiro
Its: Managing Member

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 8 day of July, 2003, by David E. Shapiro, as Manager of EQUITY INVESTMENTS, LLC, a Florida limited liability company, on behalf of the Company.

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

Glenna E. Thompson
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
FL DR 5160-165-55-217-0

EXHIBIT A

(Property)

WEST TRACT PHASES 2, 3 AND 4

A PART OF SECTIONS 18, 19 AND A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST TOGETHER WITH A PART OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING 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 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'26''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}59'25''$ EAST AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG 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 $71^{\circ}20'36''$ EAST AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'12''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}36'14''$ EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH $02^{\circ}24'06''$ WEST, A DISTANCE OF 306.37 FEET TO A POINT IN A LINE OF THE U.S. ARMY CORP. OF ENGINEER JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE FOLLOWING 39 COURSES; COURSE NO. 1) NORTH $73^{\circ}54'50''$ EAST, A DISTANCE OF 38.10 FEET; COURSE NO. 2) SOUTH $20^{\circ}38'55''$ WEST, A DISTANCE OF 22.57 FEET; COURSE NO. 3) SOUTH $70^{\circ}11'45''$ EAST, A DISTANCE OF 39.35 FEET; COURSE NO. 4) NORTH $79^{\circ}14'06''$ EAST, A DISTANCE OF 60.46 FEET; COURSE NO. 5) SOUTH $72^{\circ}01'56''$ EAST, A DISTANCE OF 34.74 FEET; COURSE NO. 6) NORTH $22^{\circ}11'36''$ EAST, A DISTANCE OF 53.88 FEET; COURSE NO. 7) NORTH $17^{\circ}21'57''$ EAST, A DISTANCE OF 56.86 FEET; COURSE NO. 8) SOUTH $79^{\circ}54'05''$ EAST, A DISTANCE OF 33.10 FEET; COURSE NO. 9) SOUTH $87^{\circ}04'22''$ EAST, A DISTANCE OF 44.65 FEET; COURSE NO. 10) SOUTH $68^{\circ}15'51''$ EAST, A DISTANCE OF 59.26 FEET; COURSE NO. 11) SOUTH $74^{\circ}52'37''$ EAST, A DISTANCE OF 67.86 FEET; COURSE

NO. 12) SOUTH 63°35'35" EAST, A DISTANCE OF 52.25 FEET; COURSE
 NO. 13) SOUTH 78°55'53" EAST, A DISTANCE OF 40.34 FEET; COURSE
 NO. 14) SOUTH 56°58'40" EAST, A DISTANCE OF 53.64 FEET; COURSE
 NO. 15) NORTH 85°16'29" EAST, A DISTANCE OF 60.00 FEET; COURSE
 NO. 16) SOUTH 83°51'01" EAST, A DISTANCE OF 38.29 FEET; COURSE
 NO. 17) SOUTH 66°33'19" EAST, A DISTANCE OF 41.60 FEET; COURSE
 NO. 18) SOUTH 81°10'04" EAST, A DISTANCE OF 50.23 FEET; COURSE
 NO. 19) SOUTH 44°36'44" EAST, A DISTANCE OF 44.10 FEET; COURSE
 NO. 20) NORTH 84°02'56" EAST, A DISTANCE OF 53.33 FEET; COURSE
 NO. 21) SOUTH 25°04'56" WEST, A DISTANCE OF 66.84 FEET; COURSE
 NO. 22) SOUTH 22°33'38" WEST, A DISTANCE OF 52.42 FEET; COURSE
 NO. 23) SOUTH 23°37'03" WEST, A DISTANCE OF 65.10 FEET; COURSE
 NO. 24) SOUTH 25°37'53" WEST, A DISTANCE OF 36.54 FEET; COURSE
 NO. 25) SOUTH 16°52'33" WEST, A DISTANCE OF 56.94 FEET; COURSE
 NO. 26) SOUTH 14°49'12" WEST, A DISTANCE OF 47.63 FEET; COURSE
 NO. 27) SOUTH 79°13'03" EAST, A DISTANCE OF 40.08 FEET; COURSE
 NO. 28) SOUTH 54°47'14" WEST, A DISTANCE OF 44.63 FEET; COURSE
 NO. 29) SOUTH 43°27'01" EAST, A DISTANCE OF 43.99 FEET; COURSE
 NO. 30) NORTH 78°51'32" EAST, A DISTANCE OF 37.66 FEET; COURSE
 NO. 31) SOUTH 53°33'21" EAST, A DISTANCE OF 38.77 FEET; COURSE
 NO. 32) SOUTH 29°30'29" EAST, A DISTANCE OF 56.13 FEET; COURSE
 NO. 33) NORTH 84°43'39" EAST, A DISTANCE OF 47.21 FEET; COURSE
 NO. 34) NORTH 03°21'11" EAST, A DISTANCE OF 35.09 FEET; COURSE
 NO. 35) NORTH 01°08'08" EAST, A DISTANCE OF 42.40 FEET; COURSE
 NO. 36) NORTH 76°20'28" EAST, A DISTANCE OF 37.63 FEET; COURSE
 NO. 37) SOUTH 69°05'43" EAST, A DISTANCE OF 61.65 FEET; COURSE
 NO. 38) SOUTH 63°18'54" EAST, A DISTANCE OF 51.81 FEET; COURSE
 NO. 39) SOUTH 52°16'07" EAST, A DISTANCE OF 61.80 FEET TO A
 POINT IN THE WESTERLY LINE OF LANDS AS RECORDED IN OFFICIAL
 RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY;
 THENCE SOUTH 20°28'53" WEST ALONG SAID WESTERLY LINE, A DISTANCE
 OF 939.53 FEET; THENCE SOUTH 31°41'47" EAST, ALONG THE SOUTHERLY
 LINE OF SAID LANDS, A DISTANCE OF 506.47 FEET; THENCE DUE SOUTH,
 A DISTANCE OF 2204.83 FEET; THENCE SOUTH 30°00'00" WEST, A
 DISTANCE OF 2995.75 FEET; THENCE SOUTH 49°17'28" WEST, A
 DISTANCE OF 3426.50 FEET TO A POINT IN SIX MILE CREEK; THENCE
 ALONG SAID SIX MILE CREEK, THE FOLLOWING 6 COURSES: COURSE NO.
 1) NORTH 01°10'12" WEST, A DISTANCE OF 303.45 FEET; COURSE NO.
 2) NORTH 28°19'57" WEST, A DISTANCE OF 522.44 FEET; COURSE NO.
 3) NORTH 18°52'29" WEST, A DISTANCE OF 479.11 FEET; COURSE NO.
 4) NORTH 69°49'50" WEST, A DISTANCE OF 257.45 FEET; COURSE NO. 5)
 NORTH 05°21'04" WEST, A DISTANCE OF 519.88 FEET; COURSE NO. 6)
 NORTH 33°00'13" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH
 88°20'27" EAST, LEAVING SAID SIX MILE CREEK, A DISTANCE OF
 159.15 FEET; THENCE NORTH 02°16'42" WEST, A DISTANCE OF 1181.87

FEET TO A POINT AT THE SOUTHWEST CORNER OF PHASE 1; THENCE ALONG LINES OF SAID PHASE 1, THE FOLLOWING 23 COURSES: COURSE NO. 1) NORTH 87°43'18" EAST, A DISTANCE OF 694.22 FEET; COURSE NO. 2) NORTH 45°00'00" EAST, A DISTANCE OF 223.54 FEET; COURSE NO. 3) NORTH 68°57'45" EAST, A DISTANCE OF 98.49 FEET; COURSE NO. 4) NORTH 45°00'00" EAST, A DISTANCE OF 155.09 FEET; COURSE NO. 5) NORTH 45°00'00" WEST, A DISTANCE OF 84.19 FEET; COURSE NO. 6) DUE NORTH, A DISTANCE OF 416.50 FEET; COURSE NO. 7) NORTH 12°37'08" EAST, A DISTANCE OF 87.07 FEET; COURSE NO. 8) NORTH 20°00'00" EAST, A DISTANCE OF 121.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; COURSE NO. 9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°00'30" EAST AND A CHORD DISTANCE OF 75.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10) SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO. 11) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°16'10" EAST AND A CHORD DISTANCE OF 7.43 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; COURSE NO. 12) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°43'50" WEST AND A CHORD DISTANCE OF 35.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13) THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; COURSE NO. 14) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°00'00" WEST AND A CHORD DISTANCE OF 163.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15) THENCE DUE SOUTH, A DISTANCE OF 121.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 320.00 FEET; COURSE NO. 16) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°11'26" EAST AND A CHORD DISTANCE OF 124.21 FEET TO THE END OF SAID CURVE; COURSE NO. 17) NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET; COURSE NO. 18) NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO.; 19) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°57'22" EAST AND A CHORD DISTANCE OF 163.95

FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 20) THENCE NORTH $75^{\circ}00'00''$ EAST, A DISTANCE OF 109.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 710.00 FEET; COURSE NO. 21) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $87^{\circ}30'00''$ EAST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 22) THENCE SOUTH $70^{\circ}00'00''$ EAST, A DISTANCE OF 179.80 FEET TO THE POINT OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 615.00 FEET; COURSE NO. 23) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $83^{\circ}07'34''$ EAST AND A CHORD DISTANCE OF 279.33 FEET TO THE END OF SAID CURVE, SAID POINT BEING IN THE WESTERLY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $02^{\circ}24'17''$ WEST ALONG THE WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 5151.66 FEET TO THE POINT OF BEGINNING.

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Prepared by, Record and Return to:
H. Joseph O'Shields, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

Due to

PARTIAL ASSIGNMENT OF DEVELOPMENT RIGHTS

[SAINT JOHNS SIX MILE CREEK WEST]

THIS PARTIAL ASSIGNMENT is executed as of the 3rd day of February, 2005, by **EQUITY INVESTMENTS, LLC**, a Florida limited liability company ("Assignor") for the benefit of **D. R. HORTON INC. - JACKSONVILLE**, a Delaware corporation ("Assignee").

BACKGROUND FACTS

Assignor conveyed to Assignee the property in St. Johns County, Florida, described on Exhibit "A" (the "Property") by a deed executed and delivered simultaneously with this Assignment (the "Special Warranty Deed"). The Property is a portion of a development known as Saint Johns and is subject to a Development of Regional Impact Order approved under St. Johns County Resolution No. 91-130, as modified from time to time (the "Saint Johns DRI") and a Planned Unit Development approved under St. Johns County Ordinance No. 91-37, as modified from time to time (the "PUD"). By virtue of that certain Assignment of Development Rights dated July 8, 2003 by and between SJ Land Associates, LLC and Equity Investments, LLC, as recorded in Official Records Book 1991, page 1057 of the public records of St. Johns County, Florida, Assignor was assigned a portion of the development rights under the Saint Johns DRI and the PUD. To accommodate Assignee's intended use of the Property, Assignor now desires to allocate a portion of said development rights under the Saint Johns DRI and the PUD to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts as set forth above are true and correct.
2. **Assignment.** From the development rights accorded to Saint Johns by the Saint Johns DRI and the PUD, Assignor hereby allocates to the Property and assigns to the Assignee,

as owner of the Property, the rights under the Saint Johns DRI and the PUD to develop the following improvements:

Up to 184 single family residential lots and ancillary recreational uses.

The rights under the Saint Johns DRI and PUD allocated to the Property in this Section 2 are collectively referred to herein as the "Development Rights." The Development Rights are subject to the applicable terms, conditions and requirements of the Saint Johns DRI and the PUD.

3. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as the Assignee or Assignor may reasonably request concerning the Development Rights.

4. **All Other Development Rights Reserved.** The Assignor and Assignee specifically understand and agree that no other development rights have been or are hereby allocated and assigned to the Property, and that all development rights not specifically allocated and assigned to the Property in Section 2 of this assignment are specifically reserved by Assignor for benefit of other lands in Saint Johns.

5. **Reversion of Unused Development Rights.** The parties acknowledge that Assignee may, at Assignee's option, develop the land with less than all of the Development Rights herein assigned by Assignor to Assignee. In such event, the excess Development Rights assigned to Assignee shall revert to Assignor for the benefit of other lands in Saint Johns. The reversion of Development Rights shall occur upon the Assignee's receipt of St. Johns County's approval of one or more final plats, which together encompass all of the Property (excluding only unplatted improvements such as amenities, if any) and which confirm a development of the Property which is less than the total of the Development Rights herein assigned. The reversion of the excess Development Rights shall occur immediately and automatically upon St. Johns County's approval of such final plats. The Assignee agrees that, in such event, and at the request of Assignor, it will execute and deliver to Assignor a document confirming the reallocation and reassignment to the Assignor of unused excess Development Rights assigned by this Assignment.

6. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the Development Rights to any party other than a successor in title to all or part of the Property or as collateral for a loan secured by the Property. Any assignment made in violation of this provision shall be void.

7. **Binding.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Property.

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IN WITNESS WHEREOF, the parties have executed this Partial Assignment as of the date first above written.

Signed, sealed and delivered in the presence of:

Clairissa D. Byrnes
(Print Name) Clairissa D. Byrnes

Nadia Small
(Print Name) Nadia Small

"ASSIGNOR"

EQUITY INVESTMENTS, LLC,
a Florida limited liability company

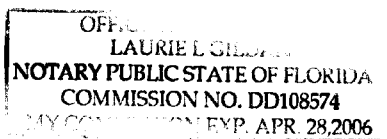
By: David Shapiro
Name: David Shapiro
Its: Managing Member

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of February 2005, by David Shapiro, the Managing Member of Equity Investments, LLC, a Florida limited liability company, on behalf of the company. He (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



Laurie L. Shuman
Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

"ASSIGNEE"

D. R. HORTON, INC. - JACKSONVILLE
a Delaware corporation

Carol S. Curtis
(Print Name CAROL S. CURTIS)

Jennifer Crews
(Print Name Jennifer Crews)

By: [Signature]
Name John E. Zakoske
Its: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of February, 2005, by JOHN E. ZAKOSKE, the VICE PRESIDENT of D. R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation. He/~~She~~ (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

Kathleen T Shippey
Notary Public, State of Florida
Name: KATHLEEN T SHIPPEY

My Commission Expires 4-27-08
My Commission Number is: DD284130

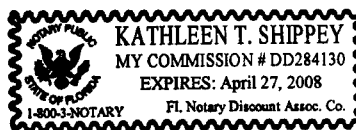


Exhibit "A"**PARCEL A (SAINT JOHNS SIX MILE CREEK WEST, UNIT 3)**

A PART OF SECTIONS 18, 19, AND A PART OF THE ANTONIO HARGES GRANT, SECTION 38, TOWNSHIP 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16, (A 66 FOOT RIGHT-OF-WAY) AS NOW ESTABLISHED; THENCE NORTH $63^{\circ}36'26''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, 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 129.11 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $67^{\circ}39'00''$ EAST AND A CHORD DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $73^{\circ}48'34''$ EAST AND A CHORD DISTANCE OF 72.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'17''$ EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1173.40 FEET; THENCE NORTH $87^{\circ}30'00''$ EAST, A DISTANCE OF 975.38 FEET; THENCE SOUTH $02^{\circ}00'00''$ EAST, A DISTANCE OF 224.32 FEET; THENCE SOUTH $29^{\circ}40'02''$ EAST, A DISTANCE OF 62.72 FEET; THENCE DUE SOUTH A DISTANCE OF 320.00 FEET; THENCE DUE WEST A DISTANCE 189.30 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE, SOUTHEASTERLY HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 4.38 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH $44^{\circ}27'17''$ WEST AND A CHORD DISTANCE OF 4.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THEN SOUTH $45^{\circ}00'00''$, WEST A DISTANCE OF 171.99 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 163.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $17^{\circ}30'00''$ WEST, AND A CHORD DISTANCE OF 156.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THEN SOUTH $10^{\circ}00'00''$ EAST, A DISTANCE OF 105.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 222.53 FEET; SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH $47^{\circ}30'00''$ EAST AND A CHORD DISTANCE OF 206.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $85^{\circ}00'00''$ EAST, A DISTANCE OF 47.60 FEET; THENCE NORTH $70^{\circ}00'00''$ EAST, A DISTANCE OF 134.57

FEET; THENCE NORTH 20°00'00" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 70°00'00" EAST, A DISTANCE OF 138.45 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 12°00'00" EAST, A DISTANCE OF 106.59 FEET; THENCE SOUTH 09°00'00" EAST, A DISTANCE OF 58.72 FEET; THENCE SOUTH 78°15'00" WEST, A DISTANCE OF 105.54 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 530.00; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 242.78 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 01°22'23" WEST, AND A CHORD DISTANCE OF 240.67 FEET; TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.60 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 37°45'07" EAST AND A CHORD DISTANCE OF 39.53 FEET TO THE POINT OF TANGENCY THEN DUE SOUTH A DISTANCE OF 60.00 FEET; THENCE DUE WEST A DISTANCE OF 37.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 55°00'00" WEST AND A CHORD DISTANCE OF 28.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 260.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.00 FEET; SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 35°00'00" EAST AND A CHORD DISTANCE OF 40.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST A DISTANCE OF 171.45 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 82.03 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 43°00'00" EAST, AND A CHORD DISTANCE OF 73.13 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°00'00" EAST, A DISTANCE OF 125.43 FEET; THENCE DUE NORTH A DISTANCE OF 202.24 FEET; THENCE DUE EAST A DISTANCE OF 191.60 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 75.90 FEET; THENCE SOUTH 55°00'00" EAST, A DISTANCE OF 563.07 FEET; THENCE SOUTH 17°00'00" WEST, A DISTANCE OF 90.44 FEET; THENCE NORTH 83°00'00" WEST, A DISTANCE OF 183.00 FEET; THENCE SOUTH 81°00'00" WEST, A DISTANCE OF 257.14 FEET; THENCE DUE WEST A DISTANCE OF 32.00 FEET; THENCE SOUTH 36°15'00" WEST, A DISTANCE OF 230.69 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.77 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING NORTH 69°06'58" WEST, AND A CHORD DISTANCE OF 92.68 FEET, TO A POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST A DISTANCE OF 131.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 220.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 57.60 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 82°30'00" WEST AND A CHORD DISTANCE OF 57.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 115.61 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 60 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°20'29" WEST AND A CHORD DISTANCE OF 43.59 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.94 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 08°09'31" EAST, AND A CHORD DISTANCE OF 103.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 130.74 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 45°00'00" EAST, AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING 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 CHORD BEARING OF SOUTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 200.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 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 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING 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 45°00'00" WEST, A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 62.27 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 85.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.07 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 13°05'30" EAST, AND A CHORD DISTANCE OF 38.73 FEET TO THE END OF SAID CURVE; THENCE DUE EAST A DISTANCE OF 652.05 FEET; THENCE NORTH 66°00'00" EAST, A DISTANCE OF 71.75 FEET; THENCE DUE EAST A DISTANCE OF 96.33 FEET; THENCE SOUTH 50°00'00" EAST A DISTANCE OF 49.27 FEET; THENCE SOUTH 36°30'00" EAST, A DISTANCE OF 255.12 FEET; THENCE SOUTH 15°30'00" EAST, A DISTANCE OF 53.00 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 26°00'00" WEST, A DISTANCE OF 182.50 FEET; THENCE SOUTH 54°30'00" WEST, A DISTANCE

OF 59.59 FEET; THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 289.34 FEET; THENCE SOUTH 42°30'00" WEST, A DISTANCE OF 51.82 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 169.24 FEET; THENCE DUE NORTH A DISTANCE OF 292.23 FEET; THENCE NORTH 39°00'00" WEST, A DISTANCE OF 228.80 FEET; THENCE DUE WEST A DISTANCE OF 534.51 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.19 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 23°11'01" WEST AND A CHORD DISTANCE OF 67.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH A DISTANCE OF 7.51 FEET; THENCE DUE WEST A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 93.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°53'21" WEST, AND A CHORD DISTANCE OF 90.45 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.67 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 73°43'45" WEST AND A CHORD DISTANCE OF 72.02 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 322.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°05'14" WEST, AND A CHORD DISTANCE OF 315.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 212.39 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 615.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 415.91 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 64°22'26" WEST AND A CHORD DISTANCE OF 408.03 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF A 110.00-WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°24'17" WEST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.21 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET; THENCE NORTHEASTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°10'17" EAST AND A CHORD DISTANCE OF 111.85 FEET, TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 02°24'17" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 550.53 FEET; THENCE SOUTH 88°35'06" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 132.14 FEET; THENCE NORTH 80°12'37" EAST, A DISTANCE OF 90.45 FEET; THENCE NORTH 29°02'05" WEST, A DISTANCE OF 18.85 FEET; THENCE NORTH 00°46'13" EAST, A

DISTANCE OF 13.90 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 44.50 FEET; THENCE NORTH 85°31'11" EAST, A DISTANCE OF 56.78 FEET; THENCE NORTH 58°18'47" EAST, A DISTANCE OF 66.28 FEET; THENCE SOUTH 36°15'00" EAST, A DISTANCE OF 31.96 FEET; THENCE SOUTH 83°18'29" EAST, A DISTANCE OF 22.30 FEET; THENCE NORTH 63°47'14" EAST, A DISTANCE OF 64.29 FEET; THENCE SOUTH 87°21'52" EAST, A DISTANCE OF 36.87 FEET; THENCE SOUTH 12°44'20" EAST, A DISTANCE OF 21.62 FEET; THENCE NORTH 88°54'37" EAST, A DISTANCE OF 35.20 FEET; THENCE SOUTH 01°08'44" EAST, A DISTANCE OF 6.48 FEET; THENCE DUE EAST A DISTANCE OF 30.08 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 110.34 FEET; THENCE DUE EAST A DISTANCE OF 136.05 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°16'39" EAST, AND A CHORD DISTANCE OF 45.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH A DISTANCE OF 55.29 FEET TO A POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH A DISTANCE OF 60.00 FEET TO A POINT OF CURVE OF A CURVE, SAID CURVE BEING 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 CHORD BEARING OF NORTH 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH A DISTANCE OF 440.74 FEET TO A POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.84 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 12°45'00" WEST, AND A CHORD DISTANCE OF 125.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 6.66 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.14 FEET; SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 57°45'00" WEST AND A CHORD DISTANCE OF 26.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST A DISTANCE OF 44.38 FEET; THENCE DUE NORTH A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.61 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 37°43'58" EAST AND A CHORD DISTANCE OF 39.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 189.51 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°03'25" WEST AND A CHORD DISTANCE OF 187.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°47'23" WEST AND A CHORD DISTANCE OF 39.51 FEET TO THE END OF SAID CURVE; THENCE DUE NORTH A DISTANCE OF 60.00 FEET; THENCE DUE EAST A DISTANCE OF 46.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.18 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 60°00'00" EAST, AND A CHORD DISTANCE OF 25.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 118.79 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 295.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 11.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°55'55" EAST, AND A CHORD DISTANCE OF 11.00 FEET TO THE END OF SAID CURVE; THENCE DUE WEST A DISTANCE OF 381.37 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 101.54 FEET; THENCE NORTH 63°52'28" WEST, A DISTANCE OF 55.69 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 165.51 FEET; THENCE DUE WEST A DISTANCE OF 159.90 FEET; THENCE NORTH 02°24'17" WEST, A DISTANCE OF 1776.95 FEET; THENCE SOUTH 87°35'42" WEST, A DISTANCE OF 75.00 FEET TO A POINT IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF 110.00-FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 02°24'17" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1357.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.20 ACRES MORE OR LESS.

Prepared by, Record and Return to:
H. Joseph O'Shields, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

PARTIAL ASSIGNMENT OF DEVELOPMENT RIGHTS

[SAINT JOHNS SIX MILE CREEK WEST]

THIS PARTIAL ASSIGNMENT is executed as of the 1st day of July, 2005, by **EQUITY INVESTMENTS, LLC**, a Florida limited liability company ("Assignor") for the benefit of **D. R. HORTON INC. - JACKSONVILLE**, a Delaware corporation ("Assignee").

BACKGROUND FACTS

Assignor conveyed to Assignee the property in St. Johns County, Florida, described on Exhibit "A" (the "Property") by a deed executed and delivered simultaneously with this Assignment (the "Special Warranty Deed"). The Property is a portion of a development known as Saint Johns and is subject to a Development of Regional Impact Order approved under St. Johns County Resolution No. 91-130, as modified from time to time (the "Saint Johns DRI") and a Planned Unit Development approved under St. Johns County Ordinance No. 91-37, as modified from time to time (the "PUD"). By virtue of that certain Assignment of Development Rights dated July 8, 2003 by and between SJ Land Associates, LLC and Equity Investments, LLC, as recorded in Official Records Book 1991, page 1057 of the public records of St. Johns County, Florida, Assignor was assigned a portion of the development rights under the Saint Johns DRI and the PUD. To accommodate Assignee's intended use of the Property, Assignor previously allocated a portion of said development rights under the Saint Johns DRI and the PUD in that certain Partial Assignment of Development Rights dated February 3, 2005, recorded in Official Records Book 2374, page 724. Assignor now desires to allocate an additional portion of said development rights under the Saint Johns DRI and the PUD to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts as set forth above are true and correct.

2. **Assignment.** From the development rights accorded to Saint Johns by the Saint Johns DRI and the PUD, Assignor hereby allocates to the Property and assigns to the Assignee, as owner of the Property, the rights under the Saint Johns DRI and the PUD to develop the following improvements:

Up to 174 single family residential lots and ancillary recreational uses.

The rights under the Saint Johns DRI and PUD allocated to the Property in this Section 2 are collectively referred to herein as the "Development Rights." The Development Rights are subject to the applicable terms, conditions and requirements of the Saint Johns DRI and the PUD.

3. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as the Assignee or Assignor may reasonably request concerning the Development Rights.

4. **All Other Development Rights Reserved.** The Assignor and Assignee specifically understand and agree that no other development rights have been or are hereby allocated and assigned to the Property, and that all development rights not specifically allocated and assigned to the Property in Section 2 of this assignment are specifically reserved by Assignor for benefit of other lands in Saint Johns.

5. **Reversion of Unused Development Rights.** The parties acknowledge that Assignee may, at Assignee's option, develop the land with less than all of the Development Rights herein assigned by Assignor to Assignee. In such event, the excess Development Rights assigned to Assignee shall revert to Assignor for the benefit of other lands in Saint Johns. The reversion of Development Rights shall occur upon the Assignee's receipt of St. Johns County's approval of one or more final plats, which together encompass all of the Property (excluding only unplatted improvements such as amenities, if any) and which confirm a development of the Property which is less than the total of the Development Rights herein assigned. The reversion of the excess Development Rights shall occur immediately and automatically upon St. Johns County's approval of such final plats. The Assignee agrees that, in such event, and at the request of Assignor, it will execute and deliver to Assignor a document confirming the reallocation and reassignment to the Assignor of unused excess Development Rights assigned by this Assignment.

6. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the Development Rights to any party other than a successor in title to all or part of the Property or as collateral for a loan secured by the Property. Any assignment made in violation of this provision shall be void.

7. **Binding.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Property.

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IN WITNESS WHEREOF, the parties have executed this Partial Assignment as of the date first above written.

Signed, sealed and delivered in the presence of:

"ASSIGNOR"

EQUITY INVESTMENTS, LLC,
a Florida limited liability company

Charissa D. Bynes
(Print Name CHARISSA D. BYNES)

Brenda D. Morrow
(Print Name Brenda Morrow)

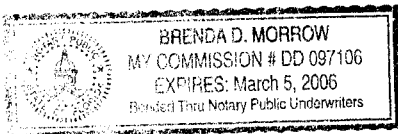
By: David Shapiro
Name: David Shapiro
Its: Managing Member

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of June 2005, by David Shapiro, the Managing Member of Equity Investments, LLC, a Florida limited liability company, on behalf of the company. He (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



Brenda D. Morrow
Notary Public, State of Florida
Name: Brenda D. Morrow
My Commission Expires 03-05-06
My Commission Number is: DD097106

"ASSIGNEE"

D. R. HORTON, INC. - JACKSONVILLE
a Delaware corporation

Kenneth L. Johns Jr.
(Print Name Kenneth L. Johns Jr.)

Mark C. Dearing
(Print Name MARK C. DEARING)

By: [Signature] VP
Name Philip A. Fremento
Its: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of July, 2005, by Philip A. Fremento, the V.P. of D. R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation. He/She (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.

[Signature]
Notary Public, State of Florida
Name: _____

My Commission Expires _____

My Commission Number is: _____



Mark C Dearing
My Commission DD091314
Expires February 11, 2008

Exhibit "A"PARCEL A (SAINT JOHNS SIX MILE CREEK WEST, UNIT 3)

A PART OF SECTIONS 18, 19, AND 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}36'26''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, 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 129.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $67^{\circ}39'00''$ EAST AND A CHORD DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $73^{\circ}48'34''$ EAST AND A CHORD DISTANCE OF 72.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'17''$ EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1173.40 FEET; THENCE NORTH $87^{\circ}30'00''$ EAST, A DISTANCE OF 975.38 FEET; THENCE SOUTH $02^{\circ}00'00''$ EAST, A DISTANCE OF 224.32 FEET; THENCE SOUTH $29^{\circ}40'02''$ EAST, A DISTANCE OF 62.72 FEET; THENCE DUE SOUTH, A DISTANCE OF 320.00 FEET; THENCE DUE WEST, A DISTANCE 189.30 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 4.38 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH $44^{\circ}27'17''$ WEST AND A CHORD DISTANCE OF 4.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $45^{\circ}00'00''$, WEST A DISTANCE OF 171.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 163.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $17^{\circ}30'00''$ WEST AND A CHORD DISTANCE OF 156.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $10^{\circ}00'00''$ EAST, A DISTANCE OF 105.11 FEET TO THE POINT OF CURVE OF A CURVE, BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 222.53 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH $47^{\circ}30'00''$ EAST AND A CHORD DISTANCE OF 206.98 FEET TO THE POINT

OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°00'00" EAST, A DISTANCE OF 47.60 FEET; THENCE NORTH 70°00'00" EAST, A DISTANCE OF 134.57 FEET; THENCE NORTH 20°00'00" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 70°00'00" EAST, A DISTANCE OF 138.45 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 12°00'00" EAST, A DISTANCE OF 106.59 FEET; THENCE SOUTH 09°00'00" EAST, A DISTANCE OF 58.72 FEET; THENCE NORTH 75°04'51" EAST, A DISTANCE OF 36.34 FEET; THENCE DUE SOUTH, A DISTANCE OF 177.70 FEET; THENCE DUE WEST, A DISTANCE OF 128.76 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.13 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 09°21'14" WEST AND A CHORD DISTANCE OF 95.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.60 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 37°45'07" EAST AND A CHORD DISTANCE OF 39.53 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET; THENCE DUE WEST, A DISTANCE OF 37.31 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 30.54 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 55°00'00" WEST AND A CHORD DISTANCE OF 28.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 260.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.00 FEET; SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 35°00'00" EAST AND A CHORD DISTANCE OF 40.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 171.45 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.80 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 51°43'44" EAST AND A CHORD DISTANCE OF 61.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°00'00" EAST, A DISTANCE OF 126.68 FEET; THENCE DUE NORTH, A DISTANCE OF 187.20 FEET; THENCE DUE EAST, A DISTANCE OF 191.60 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 75.90 FEET; THENCE SOUTH 55°00'00" EAST, A DISTANCE OF 563.07 FEET; THENCE SOUTH 17°00'00" WEST, A DISTANCE OF 90.44 FEET; THENCE NORTH 83°00'00" WEST, A DISTANCE OF 183.00 FEET; THENCE SOUTH 81°00'00" WEST, A DISTANCE OF 257.14 FEET; THENCE DUE WEST, A DISTANCE OF 171.15 FEET; THENCE DUE NORTH, A DISTANCE OF 283.42 FEET; THENCE

NORTH 86°00'00" WEST, A DISTANCE OF 128.78 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°49'11" WEST AND A CHORD DISTANCE OF 90.90 FEET TO THE POINT OF REVERSE 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 27.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°54'33" WEST AND A CHORD DISTANCE OF 25.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 151.91 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 26.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°00'00" WEST AND A CHORD DISTANCE OF 25.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 112.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 295.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 285.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°15'00" WEST AND A CHORD DISTANCE OF 274.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°30'00" EAST, A DISTANCE OF 6.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°11'01" EAST AND A CHORD DISTANCE OF 26.26 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°56'01" EAST AND A CHORD DISTANCE OF 67.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 6.68 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°20'29" WEST AND A CHORD DISTANCE OF 43.59 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 103.94 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 08°09'31" EAST AND A CHORD DISTANCE OF 103.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 130.74 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE

SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET TO A POINT ON 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 CHORD BEARING OF SOUTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 200.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 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 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET TO A POINT ON 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 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 62.27 FEET, TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 85.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.07 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 13°05'30" EAST AND A CHORD DISTANCE OF 38.73 FEET TO THE END OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 652.05 FEET; THENCE NORTH 66°00'00" EAST, A DISTANCE OF 71.75 FEET; THENCE DUE EAST, A DISTANCE OF 96.33 FEET; THENCE SOUTH 50°00'00" EAST, A DISTANCE OF 49.27 FEET; THENCE SOUTH 36°30'00" EAST, A DISTANCE OF 255.12 FEET; THENCE SOUTH 15°30'00" EAST, A DISTANCE OF 53.00 FEET; THENCE SOUTH 10°00'00" WEST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 26°00'00" WEST, A DISTANCE OF 182.50 FEET; THENCE SOUTH 54°30'00" WEST, A DISTANCE OF 59.59 FEET; THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 289.34 FEET; THENCE SOUTH 42°30'00" WEST, A DISTANCE OF 50.82 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 169.24 FEET; THENCE DUE NORTH, A DISTANCE OF 292.23 FEET; THENCE NORTH 39°00'00" WEST, A DISTANCE OF 228.80 FEET; THENCE DUE WEST, A DISTANCE OF 534.51 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 85.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.19 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 23°11'01" WEST AND A CHORD DISTANCE OF 67.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 7.51 FEET; THENCE DUE WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 93.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°53'21" WEST AND A CHORD DISTANCE OF 90.45 FEET TO THE POINT OF COMPOUND 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 73.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°43'45" WEST AND A CHORD DISTANCE OF 72.02 FEET TO THE POINT OF COMPOUND 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 322.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°05'14" WEST AND A CHORD DISTANCE OF 315.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 212.39 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 615.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 415.91 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 64°22'26" WEST AND A CHORD DISTANCE OF 408.03 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT (AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE NORTH 02°24'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.21 FEET, TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET; THENCE NORTHEASTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°10'17" EAST AND A CHORD DISTANCE OF 111.85 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 02°24'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 550.53 FEET; THENCE SOUTH 88°35'06" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 132.14 FEET; THENCE NORTH 80°12'37" EAST, A DISTANCE OF 90.45 FEET; THENCE NORTH 29°02'05" WEST, A DISTANCE OF 18.85 FEET; THENCE NORTH 00°46'13" EAST, A DISTANCE OF 13.90 FEET; THENCE SOUTH 89°45'01" EAST, A DISTANCE OF 44.50 FEET; THENCE NORTH 85°31'11" EAST, A DISTANCE OF 56.78 FEET; THENCE NORTH 58°18'47" EAST, A DISTANCE OF 66.28 FEET; THENCE SOUTH 36°15'00" EAST, A DISTANCE OF 31.96 FEET; THENCE SOUTH 83°18'29" EAST, A DISTANCE OF 22.30 FEET; THENCE NORTH 63°47'14" EAST, A DISTANCE OF 64.29 FEET; THENCE SOUTH 87°21'52" EAST, A DISTANCE OF 36.87 FEET; THENCE SOUTH 12°44'20" EAST, A DISTANCE OF 21.62 FEET; THENCE NORTH 88°54'37" EAST, A DISTANCE OF 35.20 FEET; THENCE SOUTH 01°08'44"

EAST, A DISTANCE OF 6.48 FEET; THENCE DUE EAST A DISTANCE OF 30.08 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 110.34 FEET; THENCE DUE EAST, A DISTANCE OF 136.05 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°16'39" EAST AND A CHORD DISTANCE OF 45.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 55.29 FEET TO A 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 39.27 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 60.00 FEET TO A 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 CHORD BEARING OF NORTH 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 440.74 FEET TO A 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 126.84 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 12°45'00" WEST AND A CHORD DISTANCE OF 125.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 6.66 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 28.14 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 57°45'00" WEST AND A CHORD DISTANCE OF 26.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 44.38 FEET; THENCE DUE NORTH, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.61 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 37°43'58" EAST AND A CHORD DISTANCE OF 39.54 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 189.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°03'25" WEST AND A CHORD DISTANCE OF 187.50 FEET TO THE POINT OF REVERSE 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 45.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°47'23" WEST AND A CHORD DISTANCE OF 39.51 FEET TO THE END OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF

60.00 FEET; THENCE DUE EAST, A DISTANCE OF 46.54 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 26.18 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF NORTH 60°00'00" EAST AND A CHORD DISTANCE OF 25.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 118.79 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 295.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°55'55" EAST AND A CHORD DISTANCE OF 11.00 FEET TO THE END OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 381.37 FEET; THENCE NORTH 80°00'00" WEST, A DISTANCE OF 101.54 FEET; THENCE NORTH 63°52'28" WEST, A DISTANCE OF 55.69 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 165.51 FEET; THENCE DUE WEST, A DISTANCE OF 159.90 FEET; THENCE NORTH 02°24'17" WEST, A DISTANCE OF 1776.95 FEET; THENCE SOUTH 87°35'42" WEST, A DISTANCE OF 75.00 FEET TO A POINT IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 02°24'17" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1357.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.65 ACRES MORE OR LESS.

PARCEL B

PART A (SAINT JOHNS SIX MILE CREEK WEST, UNIT 3B)

A PART OF SECTIONS 18, 19 AND 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 63°36'26" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHEASTERLY 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°59'25" EAST AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET;

THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°02'10" EAST AND A CHORD DISTANCE OF 116.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 02°24'17" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY LINE OF 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT (AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 1357.56 FEET; THENCE NORTH 87°35'42" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTH 02°24'17" EAST, A DISTANCE OF 1776.95 FEET; THENCE DUE EAST, A DISTANCE OF 159.90 FEET; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 165.51 FEET; THENCE SOUTH 63°52'28" EAST, A DISTANCE OF 55.69 FEET; THENCE SOUTH 80°00'00" EAST, A DISTANCE OF 101.54 FEET; THENCE DUE EAST, A DISTANCE OF 381.37 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 295.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 11.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°55'55" WEST AND A CHORD DISTANCE OF 11.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 118.79 FEET TO THE POINT OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°00'00" WEST AND A CHORD DISTANCE OF 25.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 46.54 FEET; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.56 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING OF SOUTH 37°47'23" EAST AND A CHORD DISTANCE OF 39.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 189.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°03'25" EAST AND A CHORD DISTANCE OF 187.50 FEET TO THE POINT OF REVERSE 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 45.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°43'58" WEST AND A CHORD DISTANCE OF 39.54 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET; THENCE DUE EAST, A DISTANCE OF 44.38 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 28.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 57°45'00"EAST AND A CHORD DISTANCE OF 26.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°30'00" EAST, A DISTANCE OF 6.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°45'00" EAST AND A CHORD DISTANCE OF 125.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 440.74 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 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 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 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 55.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°16'39" WEST AND A CHORD DISTANCE OF 45.93 FEET TO THE END OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 136.05 FEET; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 110.34 FEET; THENCE DUE WEST, A DISTANCE OF 30.08 FEET; THENCE NORTH 01°08'44" WEST, A DISTANCE OF 6.48 FEET; THENCE SOUTH 88°54'37" WEST, A DISTANCE OF 35.20 FEET; THENCE NORTH 12°44'20" WEST, A DISTANCE OF 21.62 FEET; THENCE NORTH 87°21'52" WEST, A DISTANCE OF 36.87 FEET; THENCE SOUTH 63°47'14" WEST, A DISTANCE OF 64.29 FEET; THENCE NORTH 83°18'29" WEST, A DISTANCE OF 22.30 FEET; THENCE NORTH 36°15'00" WEST, A DISTANCE OF 31.96 FEET; THENCE SOUTH 58°18'47" WEST, A DISTANCE OF 66.28 FEET; THENCE SOUTH 85°31'11" WEST, A DISTANCE OF 56.78 FEET; THENCE NORTH 89°45'01" WEST, A DISTANCE OF 44.50 FEET; THENCE SOUTH 00°46'13" WEST, A DISTANCE OF 13.90 FEET; THENCE SOUTH 29°02'05" EAST, A DISTANCE OF 18.85 FEET; THENCE SOUTH 80°12'37" WEST, A DISTANCE OF 90.45 FEET; THENCE NORTH 88°35'06" WEST, A DISTANCE OF 132.14 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 02°24'17" EAST, A DISTANCE OF 550.53 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 535.00 FEET; THENCE

SOUTHWESTERLY LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 112.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°10'17" WEST AND A CHORD DISTANCE OF 111.85 FEET TO THE END OF SAID CURVE, SAID POINT LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 02°24'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5071.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.66 ACRES MORE OR LESS.

PART B (SAINT JOHNS SIX MILE CREEK WEST, UNIT 3B)

A PART OF SECTIONS 18, 19 AND 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 WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 63°36'26" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°51'26" EAST AND A CHORD DISTANCE OF 200.81 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°12'37" EAST AND A CHORD DISTANCE OF 35.53 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 02°24'12" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.96 FEET; THENCE NORTH 87°36'14" EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH 02°24'06" WEST, A DISTANCE OF 306.37 FEET TO A POINT IN A LINE ON THE U.S. ARMY CORP. OF ENGINEERS JURISDICTIONAL WETLAND LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE FOLLOWING 39 COURSES; COURSE NO. 1) NORTH 73°54'50" EAST, A DISTANCE OF 38.10 FEET; COURSE NO. 2) SOUTH 20°38'55" WEST, A DISTANCE OF 22.57 FEET; COURSE NO. 3) SOUTH 70°11'45" EAST, A DISTANCE OF 39.35 FEET; COURSE NO. 4) NORTH 79°14'06" EAST, A DISTANCE OF 60.46 FEET; COURSE NO. 5) SOUTH 72°01'56" EAST, A DISTANCE OF 34.74 FEET; COURSE NO. 6)

NORTH 22°11'36" EAST, A DISTANCE OF 53.88 FEET; COURSE NO. 7)
NORTH 17°21'57" EAST, A DISTANCE OF 56.86 FEET; COURSE NO. 8)
SOUTH 79°54'05" EAST, A DISTANCE OF 33.10 FEET; COURSE NO. 9)
SOUTH 87°04'22" EAST, A DISTANCE OF 44.65 FEET; COURSE NO. 10)
SOUTH 68°15'51" EAST, A DISTANCE OF 59.26 FEET; COURSE NO. 11)
SOUTH 74°52'37" EAST, A DISTANCE OF 67.86 FEET; COURSE NO. 12)
SOUTH 63°35'35" EAST, A DISTANCE OF 52.25 FEET; COURSE NO. 13)
SOUTH 78°55'53" EAST, A DISTANCE OF 40.34 FEET; COURSE NO. 14)
SOUTH 56°58'40" EAST, A DISTANCE OF 53.64 FEET; COURSE NO. 15)
NORTH 85°16'29" EAST, A DISTANCE OF 60.00 FEET; COURSE NO. 16)
SOUTH 83°51'01" EAST, A DISTANCE OF 38.29 FEET; COURSE NO. 17)
SOUTH 66°33'19" EAST, A DISTANCE OF 41.60 FEET; COURSE NO. 18)
SOUTH 81°10'04" EAST, A DISTANCE OF 50.24 FEET; COURSE NO. 19)
SOUTH 44°36'44" EAST, A DISTANCE OF 44.10 FEET; COURSE NO. 20)
NORTH 84°02'56" EAST, A DISTANCE OF 53.33 FEET; COURSE NO. 21)
SOUTH 25°04'56" WEST, A DISTANCE OF 66.85 FEET; COURSE NO. 22)
SOUTH 22°33'38" WEST, A DISTANCE OF 52.42 FEET; COURSE NO. 23)
SOUTH 23°37'03" WEST, A DISTANCE OF 65.10 FEET; COURSE NO. 24)
SOUTH 25°37'53" WEST, A DISTANCE OF 36.54 FEET; COURSE NO. 25)
SOUTH 16°52'33" WEST, A DISTANCE OF 56.94 FEET; COURSE NO. 26)
SOUTH 14°49'12" WEST, A DISTANCE OF 47.63 FEET; COURSE NO. 27)
SOUTH 79°13'09" EAST, A DISTANCE OF 40.08 FEET; COURSE NO. 28)
SOUTH 54°47'14" WEST, A DISTANCE OF 44.63 FEET; COURSE NO. 29)
SOUTH 43°27'01" EAST, A DISTANCE OF 43.99 FEET; COURSE NO. 30)
NORTH 78°51'32" EAST, A DISTANCE OF 37.66 FEET; COURSE NO. 31)
SOUTH 53°33'21" EAST, A DISTANCE OF 38.77 FEET; COURSE NO. 32)
SOUTH 29°30'29" EAST, A DISTANCE OF 56.13 FEET; COURSE NO. 33)
NORTH 84°43'39" EAST, A DISTANCE OF 47.21 FEET; COURSE NO. 34)
NORTH 03°21'11" EAST, A DISTANCE OF 35.09 FEET; COURSE NO. 35)
NORTH 01°08'08" EAST, A DISTANCE OF 42.40 FEET; COURSE NO. 36)
NORTH 76°20'28" EAST, A DISTANCE OF 37.63 FEET; COURSE NO. 37)
SOUTH 69°05'43" EAST, A DISTANCE OF 61.65 FEET; COURSE NO. 38)
SOUTH 63°18'54" EAST, A DISTANCE OF 51.81 FEET; COURSE NO. 39)
SOUTH 52°16'07" EAST, A DISTANCE OF 61.80 FEET TO A POINT IN THE
WESTERLY LINE OF LANDS AS RECORDED IN OFFICIAL RECORDS BOOK
492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH
20°28'53" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 939.53
FEET; THENCE SOUTH 31°41'47" EAST, ALONG THE SOUTHERLY LINE OF
SAID LANDS, A DISTANCE OF 506.47 FEET; THENCE DUE SOUTH, A
DISTANCE OF 2204.83 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE
OF 781.11 FEET; THENCE NORTH 71°57'06" WEST, A DISTANCE OF 189.88

FEET; THENCE NORTH 42°30'00" EAST, A DISTANCE OF 50.82 FEET; THENCE NORTH 12°00'00" EAST, A DISTANCE OF 289.34 FEET; THENCE NORTH 54°30'00" EAST, A DISTANCE OF 59.59 FEET; THENCE NORTH 26°00'00" EAST, A DISTANCE OF 182.50 FEET; THENCE NORTH 10°00'00" EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 15°30'00" WEST, A DISTANCE OF 53.00 FEET; THENCE NORTH 36°30'00" WEST, A DISTANCE OF 255.12 FEET; THENCE NORTH 50°00'00" WEST, A DISTANCE OF 49.27 FEET; THENCE DUE WEST, A DISTANCE OF 96.33 FEET; THENCE SOUTH 66°00'00" WEST, A DISTANCE OF 71.75 FEET; THENCE DUE WEST, A DISTANCE OF 652.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 85.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°05'30" WEST AND A CHORD DISTANCE OF 38.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 62.27 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, 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 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH A DISTANCE OF 200.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, 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 45°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE END OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 130.74 FEET TO THE POINT OF CURVE OF A CURVE. CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 103.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°09'31" WEST AND A CHORD DISTANCE OF 103.60 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF

52.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°20'29" EAST AND A CHORD DISTANCE OF 43.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 15°00'00" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 6.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°56'01" WEST AND A CHORD DISTANCE OF 67.60 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°11'01" WEST AND A CHORD DISTANCE OF 26.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 6.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 295.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 285.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°15'00" EAST AND A CHORD DISTANCE OF 274.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 112.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°00'00" EAST AND A CHORD DISTANCE OF 25.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 151.91 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°54'33" EAST AND A CHORD DISTANCE OF 25.82 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°49'11" EAST AND A CHORD DISTANCE OF 90.90 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°00'00" EAST, A DISTANCE OF 128.78 FEET; THENCE DUE SOUTH, A DISTANCE OF 283.42 FEET; THENCE DUE EAST, A DISTANCE OF 171.15 FEET; THENCE NORTH 81°00'00" EAST, A DISTANCE OF 257.14 FEET; THENCE SOUTH 83°00'00" EAST, A DISTANCE OF 183.00 FEET; THENCE NORTH 17°00'00" EAST, A DISTANCE OF 90.44 FEET; THENCE NORTH 55°00'00" WEST, A DISTANCE OF 563.07 FEET; THENCE NORTH 15°00'00" EAST, A DISTANCE OF 75.90 FEET; THENCE DUE WEST, A DISTANCE OF 191.60 FEET; THENCE DUE SOUTH, A DISTANCE OF 187.20 FEET; THENCE NORTH 86°00'00" WEST, A DISTANCE OF 126.68 FEET TO

THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°43'44" WEST AND A CHORD DISTANCE OF 61.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 171.45 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°00'00" WEST AND A CHORD DISTANCE OF 40.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 260.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" EAST AND A CHORD DISTANCE OF 28.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 37.31 FEET; THENCE DUE NORTH, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°45'07" WEST AND A CHORD DISTANCE OF 39.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'14" EAST AND A CHORD DISTANCE OF 95.01 FEET TO THE END OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 128.76 FEET; THENCE DUE NORTH, A DISTANCE OF 177.70 FEET; THENCE SOUTH 75°04'51" WEST, A DISTANCE OF 36.34 FEET; THENCE NORTH 09°00'00" WEST, A DISTANCE OF 58.72 FEET; THENCE NORTH 12°00'00" WEST, A DISTANCE OF 106.59 FEET; THENCE NORTH 20°00'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 138.45 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 134.57 FEET; THENCE NORTH 85°00'00" WEST, A DISTANCE OF 47.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 222.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°30'00" WEST AND A CHORD DISTANCE OF 206.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°00'00" WEST, A DISTANCE OF 105.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 163.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 17°30'00" EAST AND A CHORD DISTANCE OF 156.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 171.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 4.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°27'17" EAST AND A CHORD DISTANCE OF 4.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 189.30 FEET; THENCE DUE NORTH, A DISTANCE OF 320.00 FEET; THENCE NORTH 29°40'02" WEST, A DISTANCE OF 62.72 FEET; THENCE NORTH 02°00'00" WEST, A DISTANCE OF 224.32 FEET; THENCE SOUTH 87°30'00" WEST, A DISTANCE OF 975.38 FEET; THENCE NORTH 02°24'17" WEST, A DISTANCE OF 1173.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 111.62 ACRES MORE OR LESS.

LESS AND EXCEPT THOSE LANDS CONVEYED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 2374, PAGE 715 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS CONVEYED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 2444, PAGE 735 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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THIS DOCUMENT PREPARED BY
M. LYNN PAPPAS, ESQ.

AND RETURN TO:
GLENN THOMPSON
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

Public Records of
St. Johns County, FL
Clerk# 03-047489
O.R. 1991 PG 1065
03:49PM 07/09/2003
REC \$29.00 SUR \$4.00

MEMORANDUM OF AGREEMENT

[SIX MILE CREEK WEST PARCEL 2, 3, AND 4]

This Agreement is dated as of the 8th day of July, 2003, by and between **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, its successors and assigns ("Seller"), whose address is 824 Market Street, Suite 900, Wilmington, Delaware 19801, and **EQUITY INVESTMENTS, LLC**, a Florida limited liability company ("Equity"), its successors and assigns as owners of the Property, as hereinafter defined, whose address is 777 South Flagler Drive, Suite 800 West, West Palm Beach, Florida 33401.

WITNESSETH:

WHEREAS, Seller and D. R. Horton, Inc. – Jacksonville, a Delaware corporation ("D. R. Horton") entered into that certain Contract for Sale dated March 21, 2003, as amended by First Amendment to Contract for Sale dated July 8, 2003 ("Purchase Agreement") under which terms D. R. Horton has agreed to purchase that certain Real Property more particularly described in the Purchase Agreement;

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contract dated July 8, 2003 (the "Partial Assignment"), D. R. Horton assigned to Equity its rights and obligations under the Purchase Agreement as to the property described in Exhibit "A" attached hereto (the "Property") and Equity assumed the obligations under the Purchase Agreement as to the Property;

WHEREAS, as provided in the Purchase Agreement, the parties desire to enter into this Memorandum of Agreement which is to be recorded in the public records of St. Johns County, Florida, in order that the parties dealing with the Property may have notice of certain terms and provisions of the Purchase Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Equity hereby agrees that the Property shall be developed subject to the covenants and agreements set forth in the Purchase Agreement and the Partial Assignment. This Memorandum of Agreement shall place the public on notice of inquiry as to the specific provisions, terms, conditions and covenants of the Purchase Agreement and the Partial Assignment, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. Certain provisions of the Purchase Agreement are hereby summarized as follows:

- (a) In lieu of payment of impact fees otherwise payable to St. Johns County, Florida (the "County"), Equity is obligated to pay Seller for impact fee credits Seller has previously obtained from the County prior to issuance of certificates of occupancy for improvements constructed upon the Property, provided that Seller has such impact fee credits available for Equity's benefit.
- (b) At the time of submission of architectural plans for review to Equity (or at the time of application for a building permit in certain instances) for improvements to be constructed upon Property, Equity is obligated to pay or cause to be paid to Seller an amount equal to one-third (1/3) of the water and sewer connection fees then being charged by the County for such improvements. As a condition to such payment, Seller shall provide Equity with written notice of the availability of credits which may be used to offset connection fees due the County in the manner set forth in the Purchase Agreement. Equity is to institute a system for review of plans to facilitate timing payment of these construction fees.
- (c) Equity is to develop the Property substantially in accordance with Development Standards set forth in the Purchase Agreement and to incorporate the Development Standards in its contracts for sale.
- (d) Equity shall include provisions in all contracts for sale that (i) require Builders or lot purchasers to execute a disclosure and release as set forth in the Purchase Agreement; (ii) require all completed subdivision improvements to be completed in accordance with applicable permits; and (iii) include disclosures concerning the King and Bear Club facilities, all as set forth in the Purchase Agreement;
- (e) Equity is obligated to establish certain upland buffers and to convey certain conservation easements to the St. Johns River Water Management District in accordance with applicable permits.
- (f) A marketing fee equal to one percent (1%) of the gross sales price of any home constructed upon a lot within the Property shall be paid in accordance with the provisions of the Purchase Agreement.

This Memorandum of Agreement shall run with title to the land and be binding upon Equity, its successors and assigns, and all parties having or acquiring any right, title or interest in the Property or any part thereof. A copy of the Purchase Agreement and Partial Assignment, shall be maintained at the offices of each of Equity and the Seller, at the address first stated herein, for inspection during normal business hours of such office.

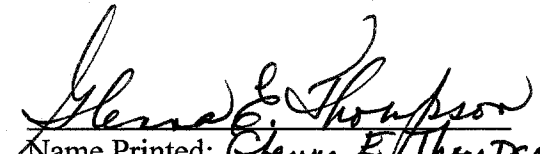
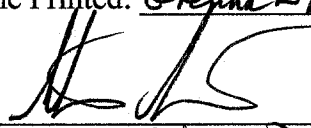
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IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum of Agreement as of the day and year first above written.

SELLER:

Signed, sealed and delivered in the presence of:

SJ LAND ASSOCIATES, LLC,
a Delaware limited liability company


Name Printed: Glenna E. Thompson

Name Printed: Steven B. Greenhut

By:

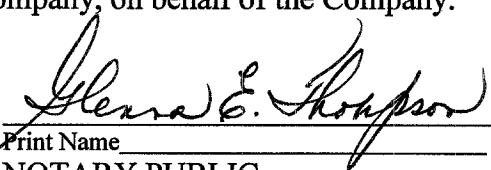

JAMES E. DAVIDSON, JR.
Its Manager

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Duval)SS

The foregoing instrument was acknowledged before me this 8 day of July, 2003 by **JAMES E. DAVIDSON, JR.**, the Manager of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the Company.

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-885-NOTARY1


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 _____

EQUITY:

EQUITY INVESTMENTS, LLC,
a Florida limited liability company

Glenn E. Thompson
Name Printed: Glenn E. Thompson

David E. Shapiro
Name Printed David E. Shapiro
Its Managing Member

Steven B. Greenhut
Name Printed: Steven B. Greenhut

STATE OF Florida)
COUNTY OF Duval)SS

The foregoing instrument was acknowledged before me this 8 day of July, 2003, by David E. Shapiro, the Managing Member of EQUITY INVESTMENTS, LLC, a Florida limited liability company, on behalf of the Company.

GLENN E. THOMPSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD161724
EXPIRES 11/22/2006
BONDED THRU 1-888-NOTARY1

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
FL DR S160-165-55-217-0

EXHIBIT "A"

WEST TRACT PHASES 2, 3 AND 4

A PART OF SECTIONS 18, 19 AND A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST TOGETHER WITH A PART OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING 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 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}6'26''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG THE SAID SOUTHEASTERLY 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 $63^{\circ}59'25''$ EAST AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.37 FEET; THENCE CONTINUE ALONG 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 $71^{\circ}20'36''$ EAST AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}24'12''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}36'14''$ EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH $02^{\circ}24'06''$ WEST, A DISTANCE OF 306.37 FEET TO A POINT IN A LINE OF THE U.S. ARMY CORP. OF ENGINEER JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE FOLLOWING 39 COURSES; COURSE NO. 1) NORTH $73^{\circ}54'50''$ EAST, A DISTANCE OF 38.10 FEET; COURSE NO. 2) SOUTH $20^{\circ}38'55''$ WEST, A DISTANCE OF 22.57 FEET; COURSE NO. 3) SOUTH $70^{\circ}11'45''$ EAST, A DISTANCE OF 39.35 FEET; COURSE NO. 4) NORTH $79^{\circ}14'06''$ EAST, A DISTANCE OF 60.46 FEET; COURSE NO. 5) SOUTH $72^{\circ}01'56''$ EAST, A DISTANCE OF 34.74 FEET; COURSE NO. 6) NORTH $22^{\circ}11'36''$ EAST, A DISTANCE OF 53.88 FEET; COURSE NO. 7) NORTH $17^{\circ}21'57''$ EAST, A DISTANCE OF 56.86 FEET; COURSE NO. 8) SOUTH $79^{\circ}54'05''$ EAST, A DISTANCE OF 33.10 FEET; COURSE NO. 9) SOUTH $87^{\circ}04'22''$ EAST, A DISTANCE OF 44.65 FEET; COURSE NO. 10) SOUTH $68^{\circ}15'51''$ EAST, A DISTANCE OF 59.26 FEET; COURSE NO. 11) SOUTH $74^{\circ}52'37''$ EAST, A DISTANCE OF 67.86 FEET; COURSE NO. 12) SOUTH $63^{\circ}35'35''$ EAST, A DISTANCE OF 52.25 FEET; COURSE NO. 13) SOUTH $78^{\circ}55'53''$ EAST, A DISTANCE OF 40.34 FEET; COURSE NO. 14) SOUTH $56^{\circ}58'40''$ EAST, A DISTANCE OF 53.64 FEET; COURSE NO. 15) NORTH $85^{\circ}16'29''$ EAST, A DISTANCE OF 60.00 FEET; COURSE NO. 16) SOUTH $83^{\circ}51'01''$ EAST, A DISTANCE OF 38.29 FEET; COURSE NO. 17) SOUTH $66^{\circ}33'19''$ EAST, A DISTANCE OF 41.60 FEET; COURSE NO. 18) SOUTH $81^{\circ}10'04''$ EAST, A DISTANCE OF 50.23 FEET; COURSE NO. 19) SOUTH $44^{\circ}36'44''$ EAST, A DISTANCE OF 44.10 FEET; COURSE NO. 20) NORTH $84^{\circ}02'56''$ EAST, A DISTANCE OF 53.33 FEET; COURSE NO. 21) SOUTH $25^{\circ}04'56''$ WEST, A DISTANCE OF 66.84 FEET; COURSE NO. 22) SOUTH $22^{\circ}33'38''$ WEST, A DISTANCE OF 52.42 FEET; COURSE NO. 23) SOUTH $23^{\circ}37'03''$ WEST, A DISTANCE OF 65.10 FEET; COURSE NO. 24) SOUTH $25^{\circ}37'53''$ WEST, A DISTANCE OF 36.54 FEET; COURSE NO. 25) SOUTH $16^{\circ}52'33''$ WEST, A DISTANCE OF 56.94 FEET; COURSE NO. 26) SOUTH $14^{\circ}49'12''$ WEST, A DISTANCE OF 47.63 FEET; COURSE NO. 27) SOUTH $79^{\circ}13'03''$ EAST, A DISTANCE OF 40.08 FEET; COURSE NO. 28) SOUTH $54^{\circ}47'14''$ WEST, A DISTANCE OF 44.63 FEET; COURSE NO. 29) SOUTH $43^{\circ}27'01''$ EAST, A DISTANCE OF 43.99 FEET; COURSE NO. 30) NORTH $78^{\circ}51'32''$ EAST, A DISTANCE OF 37.66 FEET; COURSE NO. 31) SOUTH $53^{\circ}33'21''$ EAST, A DISTANCE OF 38.77 FEET; COURSE NO. 32) SOUTH $29^{\circ}30'29''$ EAST, A DISTANCE OF 56.13 FEET;

COURSE NO. 33) NORTH 84°43'39" EAST, A DISTANCE OF 47.21 FEET; COURSE NO. 34) NORTH 03°21'11" EAST, A DISTANCE OF 35.09 FEET; COURSE NO. 35) NORTH 01°08'08" EAST, A DISTANCE OF 42.40 FEET; COURSE NO. 36) NORTH 76°20'28" EAST, A DISTANCE OF 37.63 FEET; COURSE NO. 37) SOUTH 69°05'43" EAST, A DISTANCE OF 61.65 FEET; COURSE NO. 38) SOUTH 63°18'54" EAST, A DISTANCE OF 51.81 FEET; COURSE NO. 39) SOUTH 52°16'07" EAST, A DISTANCE OF 61.80 FEET TO A POINT IN THE WESTERLY LINE OF LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 20°28'53" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 939.53 FEET; THENCE SOUTH 31°41'47" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 506.47 FEET; THENCE DUE SOUTH, A DISTANCE OF 2204.83 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 2995.75 FEET; THENCE SOUTH 49°17'28" WEST, A DISTANCE OF 3426.50 FEET TO A POINT IN SIX MILE CREEK; THENCE ALONG SAID SIX MILE CREEK, THE FOLLOWING 6 COURSES: COURSE NO. 1) NORTH 01°10'12" WEST, A DISTANCE OF 303.45 FEET; COURSE NO. 2) NORTH 28°19'57" WEST, A DISTANCE OF 522.44 FEET; COURSE NO. 3) NORTH 18°52'29" WEST, A DISTANCE OF 479.11 FEET; COURSE NO. 4) NORTH 69°49'50" WEST, A DISTANCE OF 257.45 FEET; COURSE NO. 5) NORTH 05°21'04" WEST, A DISTANCE OF 519.88 FEET; COURSE NO. 6) NORTH 33°00'13" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH 88°20'27" EAST, LEAVING SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET; THENCE NORTH 02°16'42" WEST, A DISTANCE OF 1181.87 FEET TO A POINT AT THE SOUTHWEST CORNER OF PHASE 1; THENCE ALONG LINES OF SAID PHASE 1, THE FOLLOWING 23 COURSES: COURSE NO. 1) NORTH 87°43'18" EAST, A DISTANCE OF 694.22 FEET; COURSE NO. 2) NORTH 45°00'00" EAST, A DISTANCE OF 223.54 FEET; COURSE NO. 3) NORTH 68°57'45" EAST, A DISTANCE OF 98.49 FEET; COURSE NO. 4) NORTH 45°00'00" EAST, A DISTANCE OF 155.09 FEET; COURSE NO. 5) NORTH 45°00'00" WEST, A DISTANCE OF 84.19 FEET; COURSE NO. 6) DUE NORTH, A DISTANCE OF 416.50 FEET; COURSE NO. 7) NORTH 12°37'08" EAST, A DISTANCE OF 87.07 FEET; COURSE NO. 8) NORTH 20°00'00" EAST, A DISTANCE OF 121.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; COURSE NO. 9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°00'30" EAST AND A CHORD DISTANCE OF 75.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10) SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO. 11) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°16'10" EAST AND A CHORD DISTANCE OF 7.43 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; COURSE NO. 12) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°43'50" WEST AND A CHORD DISTANCE OF 35.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13) THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 470.00 FEET; COURSE NO. 14) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°00'00" WEST AND A CHORD DISTANCE OF 163.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15) THENCE DUE SOUTH, A DISTANCE OF 121.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 320.00 FEET; COURSE NO. 16) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF SOUTH 11°11'26" EAST AND A CHORD DISTANCE OF 124.21 FEET TO THE END OF SAID CURVE; COURSE NO. 17) NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET; COURSE NO. 18) NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 790.00 FEET; COURSE NO.; 19) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°57'22" EAST AND A CHORD DISTANCE OF 163.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 20) THENCE NORTH 75°00'00" EAST, A DISTANCE OF 109.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 710.00 FEET; COURSE NO. 21) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°30'00" EAST AND A CHORD DISTANCE OF 427.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 22) THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 179.80 FEET TO THE POINT OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 615.00 FEET; COURSE NO. 23) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°07'34" EAST AND A CHORD DISTANCE OF 279.33 FEET TO THE END OF SAID CURVE, SAID POINT BEING IN THE WESTERLY LINE OF A FLORIDA POWER AND LIGHT 110.00 FOOT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°24'17" WEST ALONG THE WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 5151.66 FEET TO THE POINT OF BEGINNING.

Prepared by and record and return to:
H. Joseph O'Shields, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

**Consent and Joinder of Landowners
to Establishment of a Community Development District**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that D. R. Horton, Inc. - Jacksonville ("Petitioner"), intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if required by Petitioner, a consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

OR2216PG0109

Executed this 1st day of June, 2004.

Witnessed:

D. R. HORTON, INC. - JACKSONVILLE,
a Delaware corporation

Jennifer C. Curtis
(Print Name Jennifer C. Curtis)

Carol S. Curtis
(Print Name Carol S. Curtis)

By: John E. Zakoske
Name: John E. Zakoske
Its: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA

)SS

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of June, 2004,
by John Zakoske the VP of D. R. HORTON, INC. -
JACKSONVILLE, a Delaware corporation, on behalf of the corporation.



Deborah S. Millen
My Commission DD006063
Expires March 04, 2005

Deborah S. Millen
(Print Name Deborah S. Millen)

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"

A PORTION OF SMUGGLERS LANDING, AS RECORDED IN MAP BOOK 15, PAGES 53-59 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 24, 25 AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, AND SECTIONS 19 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT 4, SAINT JOHNS SIX MILE CREEK WEST UNIT 1, AS RECORDED IN MAP BOOK 47, PAGES 89-94 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY (A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1), SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°00'30" EAST, 75.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 70°00'00" EAST, A DISTANCE OF 127.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 790.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 7.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°15'59" EAST, 7.34 FEET, TO THE POINT OF CUSP OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF TRACT 9, AS SHOWN ON THE AFORESAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, RUN SOUTHWESTERLY, SOUTHERLY, NORTHEASTERLY AND NORTHERLY, ALONG BOUNDARY LINE OF SAID TRACT 9, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF LAST SAID CURVE A DISTANCE OF 39.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°43'49" WEST, 35.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 20°00'00" WEST, A DISTANCE OF 31.75 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 470.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°00'00" WEST, 163.23 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 00°00'00" EAST, A DISTANCE OF 121.83 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 320.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 125.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°11'27" EAST, 124.21 FEET, TO A POINT; COURSE NO. 6: NORTH 45°00'00" EAST, A DISTANCE OF 502.56 FEET, TO A POINT; COURSE NO. 7: NORTH 03°05'16" WEST, A DISTANCE OF 50.00 FEET, TO THE NORTHEAST CORNER OF SAID TRACT 9, SAID POINT BEING SITUATE ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HERITAGE LANDING PARKWAY, SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 790.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 164.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°57'22" EAST, 163.95 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 75°00'00" EAST, A DISTANCE OF 109.87 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 710.00 FEET; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 433.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°30'00" EAST, 427.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 70°00'00" EAST, A DISTANCE OF 179.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 615.00 FEET; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

SOUTH 83°07'34" EAST, 279.33 FEET, TO THE SOUTHEAST CORNER OF SAID HERITAGE LANDING PARKWAY, SAID POINT BEING SITUATE ON THE WESTERLY LINE OF A 110 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 02°24'17" EAST, ALONG LAST SAID LINE, A DISTANCE OF 2,775.11 FEET, TO A POINT; THENCE SOUTH 49°59'59" WEST, A DISTANCE OF 1,367.44 FEET, TO A POINT; THENCE NORTH 26°00'00" WEST, A DISTANCE OF 3,160.40 FEET, TO A POINT SITUATE ON THE SOUTHERLY LINE OF TRACT 14, AS SHOWN ON THE AFORESAID PLAT OF SAINT JOHNS SIX MILE CREEK WEST UNIT 1; THENCE NORTH 87°43'18" EAST, ALONG LAST SAID LINE, A DISTANCE OF 313.94 FEET, TO A POINT; THENCE NORTHEASTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINE OF AFORESAID TRACT 4, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: NORTH 45°00'00" EAST, A DISTANCE OF 223.54 FEET, TO A POINT; COURSE NO. 2: NORTH 68°57'45" EAST, A DISTANCE OF 98.49 FEET, TO A POINT; COURSE NO. 3: NORTH 45°00'00" EAST, A DISTANCE OF 155.09 FEET, TO A POINT; COURSE NO. 4: NORTH 45°00'00" WEST, A DISTANCE OF 84.19 FEET, TO A POINT; COURSE NO. 5: NORTH 00°00'00" WEST, A DISTANCE OF 416.50 FEET, TO A POINT; COURSE NO. 6: NORTH 12°37'08" EAST, A DISTANCE OF 87.07 FEET, TO A POINT; COURSE NO. 7: NORTH 20°00'00" EAST, A DISTANCE OF 121.83 FEET, TO THE NORTHEASTERLY CORNER OF SAID TRACT 4 AND THE POINT OF BEGINNING.