

RESOLUTION A - IN FAVOR OF ESTABLISHMENT OF A CDD

ST. JOHNS COUNTY RESOLUTION
NO. 94-78

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, IN SUPPORT OF
ESTABLISHMENT OF THE PROPOSED JULINGTON CREEK
PLANTATION COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, on March 23, 1982, the Board of County Commissioners of St. Johns County, Florida ("Board"), adopted Resolution No. 82-37, granting development approval to Atlantic Gulf Communities Corporation, formerly known as General Development Corporation ("Atlantic Gulf"), for the development of 4,150 acres known as the Julington Creek Development of Regional Impact Community Development; and

WHEREAS, on September 28, 1993, the Board adopted Resolution No. 93-159, amending and restating Resolution No. 82-37, as amended, as development authorization for the project; and

WHEREAS, on March 2, 1994, Atlantic Gulf submitted a petition to St. Johns County for review; and

WHEREAS, on March 2, 1994, Atlantic Gulf filed a petition to the Florida Land and Water Adjudicatory Commission requesting adoption of a rule to establish the Julington Creek Plantation Community Development District ("District") pursuant to Chapter 190, Florida Statutes, and Chapter 42-1, Florida Administrative Code, to provide infrastructure to the community development; and the \$15,000 processing fee was received; and

WHEREAS, the petition in Paragraph 11 proposed that the District finance, construct, own, operate, and maintain a multi-purpose recreational facility within the District's boundaries; and

WHEREAS, the Julington Creek Municipal Service Taxing Unit ("MSTU") exists in northwestern St. Johns County for the purpose of financing certain community development services and facilities in the area to be served by the District as well as in additional areas; and

WHEREAS, staff, consultants, and the county attorney reviewed the petition and its attachments and requested additional information which was received and reviewed; and

WHEREAS, the Board held its optional public hearing and received testimony and information, pursuant to Section 190.005(1)(c), Florida Statutes, to consider the relationship of the petition for District establishment to the factors specified in Section 190.005(1)(e), Florida Statutes on April 12, 1994 and continued to April 26, 1994 with the consent of Atlantic Gulf; and

WHEREAS, the Board has reviewed the petition for establishment of the District and its supporting materials and being fully advised in the premises;

WHEREAS, the Julington Creek Municipal Service Taxing District, which currently exists on lands within and outside the proposed District, is recognized by the County to be a matter

subject to review and possible dissolution or modification upon establishment of the District.

WHEREAS, the Board and petitioner acknowledge that real property owned by St. Johns County within the District would not be subject to special assessments or any millage-based ad valorem taxes as provided by Florida law.

WHEREAS, nonetheless, in the event any special assessments or ad valorem taxes are assessed on any parcels of land deeded to St. Johns County in accordance with the DRI Development Order, the petitioner (Atlantic Gulf Communities Corporation) agrees to reimburse the County for any assessments or taxes so imposed.

NOW, THEREFORE, BE IT RESOLVED BY the Board of County Commissioners of St. Johns County, Florida:

1. The creation and establishment of the District is not inconsistent with any relevant or material portion or element of the effective 1990-2005 St. Johns County Comprehensive Plan adopted on September 14, 1990, as amended.

2. The area of land within the District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as one functional, interrelated community.

3. The District appears to be a viable alternative so far as County matters and interests are concerned for delivering

community development by systems, services and facilities to the area that will be served by the District in a timely manner.

4. The community development systems, services and facilities of the District will not be incompatible with the capacity and uses of existing community development services and facilities so far as County considerations are concerned.

5. The area to be served by the District is amenable to separate special district government so far as the County is apprised.

6. The St. Johns County Board of County Commission staff is authorized to enter into a stipulation with the applicant regarding evidence to be submitted at the formal administrative hearing to be held regarding establishment of the Community Development District.

WHEREFORE, the St. Johns County Board of County Commissioners hereby recommends that the Julington Creek Plantation Community Development District be established in accordance with the petition of Atlantic Gulf on condition of the accuracy of all information and statements supplied in the Petition and in the April 11, 1994 correspondence (including attachments) to the St. Johns County Administrator from J. Thomas Gillette, for Petitioner (attached hereto as Exhibit A and incorporated herein by reference), as amended by April 20, 1994 correspondence from counsel for Petitioner to the St. Johns County Attorney's office (attached hereto as Exhibit B and

incorporated herein by reference) and on condition of the Petitioner Atlantic Gulf's compliance with and/or completion of all commitments in said documents.

Furthermore, the Board hereby consents to the exercise by the District of all powers pursuant to Section 190.012(2)(a), Florida Statutes, necessary to finance, construct, own, operate, and maintain parks and facilities for indoor and outdoor recreational, cultural, and educational uses; provided, however, that this provision shall only take effect upon the adoption of a resolution by the Julington Creek Plantation CDD (Community Development District) Board of Supervisors confirming its intention to utilize such authority. Such resolution shall be adopted within 45 days of establishment of the District and shall be transmitted to the County within 14 days of adoption.

Passed and Adopted this 26 day of April, 1994.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Anna Paetli
Deputy Clerk

ATLANTIC GULF
C O M M U N I T I E S

J. Thomas Gillette, III
Vice President and General Manager

Julington Creek Plantation
1111 Durbin Creek Boulevard
Jacksonville, FL 32259
904/287-4180 • Fax 904/287-0279

April 29, 1994

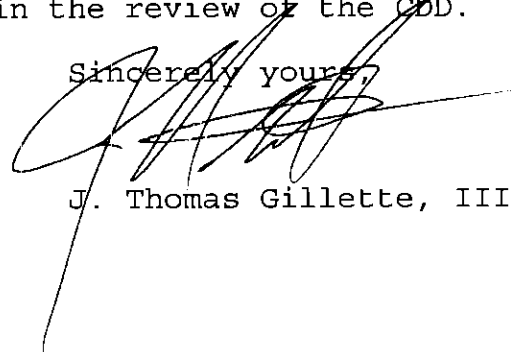
Dan Bosanko, Esq.
St. Johns County Administration Building
P.O. Drawer 349
St. Augustine, Florida 32085-0349

Dear Dan,

As per the County commission meeting on April 26, 1994, Atlantic Gulf agrees to pay all taxes and/or assessments that may be levied by the Julington Creek Plantation Community Development District (CDD) against the lands owned by the County.

If you should have questions, please do not hesitate to call me. Thank you for your assistance in the review of the CDD.

Sincerely yours,



J. Thomas Gillette, III

JTG/sh

cc: Harry Lerner
Cheryl Stuart

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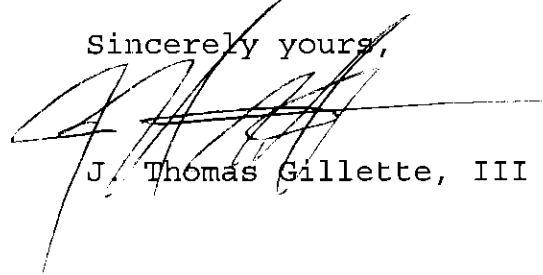
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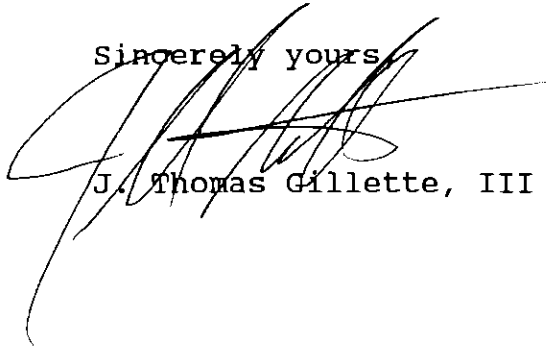
Mr. Daniel Bosanko, Esquire
Assistant County Attorney
St. Johns County
P.O. Drawer 349
St. Augustine, Florida 32085-0349

Ref: Community Development District

Dear Dan:

- I. General information summary (revised) in Q & A format.
- II. Color rendered classification map showing District and non-District lands within the Julington Creek Plantation DRI.
- III. Letter dated 4/11/94 from Cheryl Stuart in answer to County questions in letter from County Administrator dated 4/9/94.
- IV. Letter dated 4/11/94 from Harry Lerner in answer to County Planning Director's letter dated 4/8/94.
- V. Disclosures to purchaser materials
 - (a) Community Documents
 - (b) Purchase and Sale and Development Agreement
 - (c) Special Warranty Deed
 - (d) Addendum to Ultimate Consumer
 - (e) Notification letter to District purchasers about May 6th public hearing
 - (f) Two page Q & A about districts provided to all purchasers.

Sincerely yours,


J. Thomas Gillette, III

TG/sh
Enclosures

**JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

GENERAL INFORMATION

St. Johns County and the Julington Creek Plantation Community Development District ("District") have compatible interests. The District will *reinforce and implement* previous County decisions for the building of Julington Creek Plantation, a planned community. The District is a governmental unit, a perpetual entity that serves the specific needs of its community and St. Johns County.

Here, in question-and-answer form, is an explanation of community development districts in general and the Julington Creek Plantation Community Development District in particular:

Introduction

Q. What is a CDD?

A. A community development district ("CDD") is a special-purpose unit of local government. It is authorized by State law and may be created only after evidence which proves the need for the CDD is presented in a formal hearing. Because of the size of this particular CDD, the final decision to create it must be made by the Governor and Cabinet.

Q. What powers does a CDD have?

A. A CDD is granted limited statutory powers by the Legislature to plan, construct, acquire, operate, finance and maintain community-wide public improvements. A CDD does not limit or affect a county's powers over law enforcement, planning and zoning, building codes, health or other responsibilities.

Q. Why do we have CDDs?

A. Because the Legislature decided in 1980 that Florida needed more tools to provide roads, parks, sewers, drainage facilities and other improvements in growing areas. Quoting Section 190.002(1)(a), Florida Statutes, CDDs are "a solution to the state's planning, management, and financing needs for delivery of capital infrastructure to service projected growth without overburdening governments and their taxpayers."

Q. How many CDDs are there in Florida?

A. At last count there were about 45 CDDs throughout the state.

District Operations

Q. Who will be in charge of the Julington Creek Plantation Community Development District?

A. A Board of Supervisors will set District policies. The initial members will be appointed by the Governor and Cabinet when the District is created. A statutory formula will transfer control of District governance to the residents on a prescribed schedule. The Board of Supervisors will be required to meet "in the sunshine" and to file public financial disclosure statements.

Q. How will the District be managed?

A. The Board of Supervisors will select an independent manager to run the day-to-day operations of the District. In addition, the District will have its own legal counsel, district engineer, and financial advisor.

Q. What specific work is the District planning to perform?

A. The District plans to provide road improvements or funding for work on portions of S.R. 13, Racetrack Road, and Russell Sampson Road. Also, it plans to fund the electricity for arterial street lights within the District, to build and operate a community recreation center, and to maintain the master water management system (drainage) and wetlands conservation areas for the Julington Creek Plantation planned community.

Q. Who will pay for these improvements?

A. Only District property owners will have the obligation to pay for those improvements and services. At the present time, Atlantic Gulf Communities owns most of that property, ~~so~~ it will pay ~~most~~ of those assessments.

Q. Will non-District residents be permitted to use the community recreation center?

A. Yes, but they will be charged fees for use of the center.

Finances

Q. How will the District pay for the improvements it will build?

A. Like other governments, the District will sell revenue bonds to raise money for its capital program. These bonds will be paid off over time through assessments against property in the District. The interest paid to the bond-buyers will be exempt from federal income taxes, so the District will be able to pay a lower rate of

interest to its lenders. These savings will be reflected in the assessments ultimately paid by property owners in the District.

Q. How will the District's costs be kept reasonable?

A. First, contracts must be competitively bid under State law. Second, the Board of Supervisors will be responsible for providing maintenance levels matched to District property owner and resident standards and their willingness to pay through assessments and/or fees.

Q. Will the District be allowed to impose property taxes?

A. The District may levy ad valorem taxes on real property, but only after the residents have taken total control of the Board of Supervisors by electing its members.

Q. How will the District's assessments be collected?

A. The District will enter into an agreement with the St. Johns County Tax Collector to collect the District's assessments. The assessment will appear only on the tax bill of a District property owner. It will be listed separately from ad valorem taxes levied by the County or the School Board. Collection costs will be offset through fees charged to the District.

Q. Will the District's finances affect St. Johns County?

A. No. State law clearly provides that neither the revenue bonds nor any obligation of the District shall become a burden on the County without its consent. In addition, the District's borrowing and debt levels will not count against the millage caps on the County's property tax authority.

Comparison with the Julington Creek MSTU

Q. What's the difference between a CDD and a municipal service taxing unit (MSTU)?

A. A CDD is an independent unit of local government by which capital improvements and community services are built, managed, and paid for by District property owners and residents. An MSTU is a County taxing unit which serves a specific area with specific services. Unlike a CDD, its costs and debts are combined with other County obligations and fall under the County's millage cap limitations.

Q. What are the responsibilities of the Julington Creek MSTU, and how will the creation of the District affect them?

A. The Julington Creek MSTU is responsible for maintaining street lighting and lakes in the Julington Creek Plantation planned community. After the District is created, the responsibility for streets and lakes within the boundaries of the District will be taken over by the District. In the few areas of the Julington Creek Plantation planned community which are outside the District, those responsibilities will be taken over by the Property Owners Association for the community.

Q. So what will happen to the existing Julington Creek MSTU?

A. Because the District or Property Owners Association will be performing the duties currently performed by the Julington Creek MSTU, Atlantic Gulf will request that the Board of County Commissioners pass a resolution abandoning the MSTU.

Notification of the Public

Q. How are potential residents of the District notified during the homebuying process?

A. Atlantic Gulf and developers will notify homebuyers in several ways that they are purchasing property within a CDD.

The buyer is notified through four different documents at the contract stage. First, the location of the homesite within a CDD is disclosed in the Purchase and Sales Agreement which the homebuyer reviews and signs when contracting with the builder. Second, this disclosure is made in the Addendum to the Ultimate Consumer Agreement, which the homebuyer also reviews and signs when contracting with the builder. Third, this disclosure is made in the Declaration to the Amended and Restated Declaration of Covenants and Restrictions, which the homebuyer reviews and signs when contracting with the builder. Fourth, attached to the Declaration is a booklet which explains to the homebuyer that the property is in a CDD, that the CDD runs with the land, and that the homebuyer may be subject to assessments, fees and/or taxes.

In addition, the location of the homesite within a CDD is made again at closing. The warranty deed by which the builder conveys the property to the homebuyer contains a provision which specifies that the property is located within a CDD. Since the warranty deed from Atlantic Gulf or the developer to the builder includes a requirement for notification to the ultimate homebuyer, all subsequent deeds will require the same language. Because the deed is recorded, future buyers of the home will be notified prior to closing that the property is located within the District.

Q. *How are District residents notified of the District's duties?*

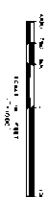
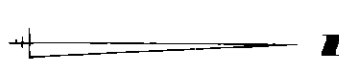
A. Under the Declaration to the Amended and Restated Declaration of Covenants and Restrictions, Atlantic Gulf or the builder provides homebuyers at closing with printed materials describing the District and its operations. In addition, Atlantic Gulf will provide a 1-2 page overview of the District to homebuyers. These materials must be updated periodically to provide current information about the CDD to homebuyers.

Q. *Are there residents currently living in the District, and have they been notified about the creation of the District?*

A. Yes. There are 13 residents of the District at the present time. They were notified about the creation of the District in all the documents described above.

 In addition, Atlantic Gulf is sending individual notices to each resident and to each lot purchaser within the District to inform them of the hearing to be held on May 6, 1994, to gather information for the Governor and Cabinet on the creation of the District. These individual notices will include a copy of this information sheet.

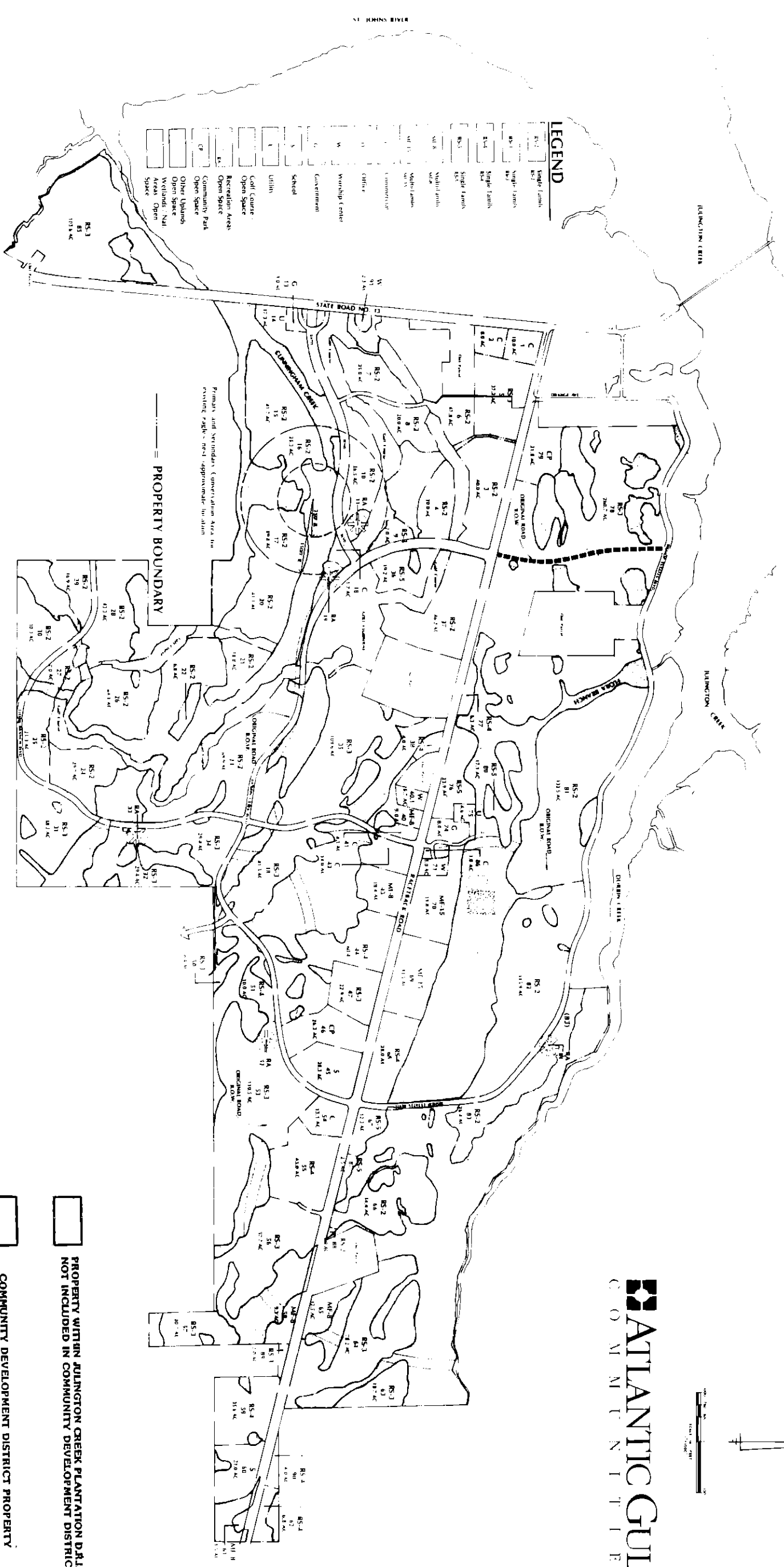
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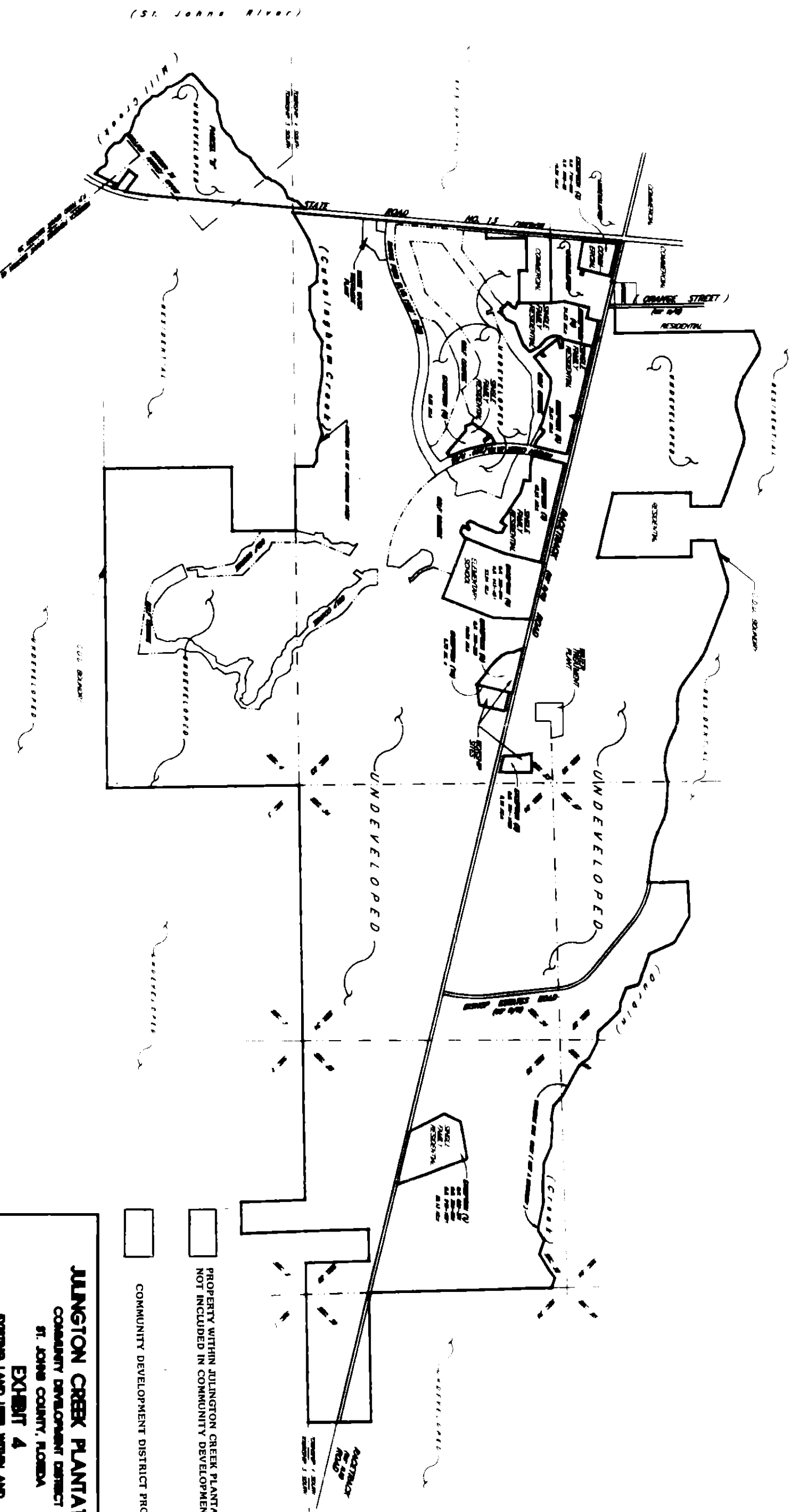
ATLANTIC GULF COMMUNITIES

 PROPERTY WITHIN JULINGTON CREEK PLANTATION D.R.L.
NOT INCLUDED IN COMMUNITY DEVELOPMENT DISTRICT

 COMMUNITY DEVELOPMENT DISTRICT PROPERTY



LEGEND	
RS-1	Single Family
RS-2	Single Family
RS-3	Single Family
RS-4	Single Family
RS-5	Single Family
RS-6	Single Family
RS-7	Single Family
RS-8	Single Family
RS-9	Single Family
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RS-99	Single Family
RS-100	Single Family



JUNGTION CREEK PLANTATION

COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS COUNTY, FLORIDA

Exhibit 4

**EXISTING LAND USES WITHIN AND
ADJACENT TO THE DISTRICT**

100

HOPPING BOYD GREEN & SAMS

ATTORNEYS AND COUNSELORS

123 SOUTH CALHOUN STREET

POST OFFICE BOX 6526

TALLAHASSEE, FLORIDA 32314

(904) 222-7500

FAX (904) 224-8551

FAX (904) 681-2984

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CONNIE C. DURRENCE
JONATHAN S. FOX
JAMES C. GOODLETT
GARY K. HUNTER, JR.
DALANA W. JOHNSON
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ANGELA R. MORRISON
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RICHARD D. NELSON
DAVID L. POWELL
WILLIAM D. PRESTON
CAROLYN S. RAEPPEL
GARY P. SAMS
ROBERT P. SMITH
CHERYL G. STUART

April 11, 1994

BY HAND DELIVERY

Nicholas M. Meiszer
County Administrator
St. Johns County
St. Johns County Administration Building
4020 Lewis Speedway
St. Augustine, FL 32095

Re: Julington Creek Plantation Community Development District

Dear Mr. Meiszer:

Thank you for your letter dated April 5, 1994, inquiring further into the petition to create the Julington Creek Plantation Community Development District ("District").

On behalf of the petitioner, Atlantic Gulf Communities Corporation ("Petitioner"), we appreciate the opportunity to provide additional information to assist in the review of this matter by St. Johns County. We believe there is a constructive role that St. Johns County can play in the State rulemaking process which will culminate in a favorable decision by the Governor and Cabinet, sitting as the Florida Land and Water Adjudicatory Commission.

Our responses to the questions posed in your letter follow:

1. As you may be aware, Chapter 190, Florida Statutes, expressly contemplates that a community development district ("CDD") may be established at the request of one or more landowners for the purpose of providing certain community development facilities and services, relieving a general-purpose local government like St. Johns County of this responsibility, but subject to certain constitutional and statutory safeguards.

The board of supervisors of a CDD may be initially composed of supervisors selected by the petitioning landowner or landowners. Subsequently, the board of supervisors is to be selected in an election with votes allocated within the District on a one-acre, one-vote basis. This framework for District governance has been expressly reviewed and approved by the Florida Supreme Court. *See State v. Frontier Acres Community Development District*, 472

Nicholas M. Meiszer
April 11, 1994
Page 2

So.2d 455 (Fla. 1985). Chapter 190, Florida Statutes, specifically provides for election of the board of supervisors on a one-person, one-vote basis during a subsequent stage of a CDD's evolution.

In this rulemaking proceeding, the Petitioner has proposed the following initial Board of Supervisors:

<u>Supervisor</u>	<u>Relation to Petitioner</u>
Kimball D. Woodbury	Vice President -- Planning and Project Management
David A. Branson	Formerly Assistant Vice President -- Planning and Finance
John F. Fischer	Vice President -- Assistant Treasurer
J. Thomas Gillette III	Vice President -- General Manager, Julington Creek
Terrell R. Jones	Assistant Vice President -- Land Inventory

2. In arriving at the proposed list of District activities, we first considered the requirements of the development order for the Julington Creek Development of Regional Impact. The petition, its attachments and the work of the Petitioner's consultants and professional team have been based upon the present intention to implement the community development facilities and services identified in the petition and in furtherance of the development order. While the District has the legal authority and practical potential to provide other facilities and services, Petitioner's present intention for District activity is reflected in the petition.

3. Except for authority related to parks and facilities for indoor and outdoor recreational, cultural and educational uses, the Petitioner has no present plan to ask the District Board of Supervisors to request the consent of the Board of County Commissioners for the exercise of any other power set forth in Section 190.012(2), Florida Statutes, but it reserves the right to do so as authorized by law. Should the Petitioner propose such a request in the future, the Board of Supervisors would be responsible for making an independent decision whether to make such a request to the County, and the Board of County Commissioners would be responsible for making an independent decision whether to consent to such a request.

4. With respect to the first and second sentences of this item, the economic impact statement included as Exhibit 9 to the petition addresses all pertinent issues as required by Section 120.54(2)(b), Florida Statutes, without emphasizing financing issues as compared to other issues such as operations and maintenance.

A perception that the economic impact statement addresses financing issues, as compared to management issues related to operation and maintenance, could result from the fact that Table 1 shows that, of the improvements to be constructed by the District, the roads are either owned by the Florida Department of Transportation ("DOT") or St. Johns County. The District will finance these road improvements in order to relieve DOT and the County of that burden, and to provide them on a more timely basis than DOT or the County could accommodate or when required by the DRI development order alternative when the roads are projected to fall below the adopted level of service.

The petition identified limited and specific powers intended to be exercised by the District. These include: (1) maintenance of the water management and wetlands conservation system; (2) electricity for the arterial street lighting system; (3) financing improvements to S.R. 13, Racetrack Road and Russell Sampson Road; and (4) financing, constructing, and operating a community recreation center.

Table 1 includes a summary of the major District functions described above related to capital costs, ownership, operations and maintenance, and financing. The text of the economic impact statement discusses the economic impact of District operations and management to all affected parties.

With respect to the third sentence of this item, the St. Johns County Comprehensive Plan ("Plan") provides for intergovernmental coordination goals, objectives and policies. It acknowledges the need for alternative providers of facilities and services, and requires appropriate mechanisms to coordinate, monitor, and evaluate their activities where such activities have a direct bearing on required levels of service and land use planning.

The Plan does not prohibit the establishment of a CDD or prevent a CDD from exercising any of the general or optional special powers under Sections 190.011 and 190.012, Florida Statutes. The Florida Department of Community Affairs on April 6, 1994, concluded that the District would not be inconsistent with the Plan. A copy of that documentation is attached to this letter as Attachment "A."

In addition:

- Section 189.415(2), Florida Statutes, sets forth the requirements and procedures by which a CDD must report on its activities, including facilities planning and utilization.
- Section 189.415(6), Florida Statutes, permits St. Johns County to rely upon such a capital facilities report in the updates of the capital improvements element of the Plan.
- Section 190.002(1), Florida Statutes, provides that a CDD is a reasonable alternative available to local governments and property owners to provide the means for financing,

Nicholas M. Meiszer

April 11, 1994

Page 4

constructing, and managing capital facilities and basic services in an efficient, responsive and economic way.

- Section 190.002(2), Florida Statutes, requires a CDD to be operated in compliance with all applicable laws, rules, regulations and policies of the general-purpose local government with jurisdiction over the land area of the CDD.

With respect to the fourth sentence of this item, in examining the alternative financing mechanisms for delivering community development facilities and services, the Petitioner's consultants concluded that the cost of lots is determined by market demand for the property and is largely independent of the method of financing for infrastructure improvements. This is not to say that there is not a difference in financing costs (cost of money, financing availability, etc.). Rather, this analysis finds that the price of lots sold to consumers must remain competitively priced at the market and that cost will be evaluated by the buyer for its fitness based on full costs -- the cost of land, property owner association fees, local ad valorem taxes, impact fees, expected utility costs, as well as District special assessments and fees.

In other words, if the District's assessments and fees tilt the full cost of lots beyond the reasonable and customary market price for the area, the customer will resist buying at Julington Creek Plantation and the Petitioner will find itself unable to sell developed lots.

A more detailed analysis on this point is not possible in the time allowed to respond to your letter of April 5.

5. The exceptions identified in the metes and bounds description reflect the fact that certain developed areas of the Julington Creek Plantation planned community are not included within the boundaries of the District. Anyone residing outside the District who desires to use the community recreation center will be required to pay a user fee.

6. The financing of certain community development facilities and services is not the District's sole or primary activity. The District also is intended to provide maintenance for the water management and wetlands conservation system, cost of electricity for street lighting, and a community recreation center. This activity is equal in significance to the financing of certain improvements in the judgment of the Petitioner.

The Petitioner concluded that the existing municipal service taxing unit ("MSTU") would be a more limited means for providing additional services for the area, should the residents of Julington Creek Plantation one day decide to seek and pay for additional services. More importantly, financing under the MSTU paid by non-ad valorem special assessments would count against the County's borrowing capacities. This alternative would result in the economic impact of improvements and services needed in and adjacent to the project adversely affecting St. Johns County. The Petitioner concluded it would be mutually beneficial for residents of the District

Nicholas M. Meiszer
April 11, 1994
Page 5

County. The Petitioner concluded it would be mutually beneficial for residents of the District and for taxpayers of St. Johns County to choose an alternative which would accomplish community development goals for the residents without such adverse effects on the County.

7. As discussed above, financing of construction is not the sole priority of the Petitioner. Operation and maintenance of certain facilities is an equal priority. Further, Chapter 189, Florida Statutes, sets forth the criteria that must be addressed in a special act establishing a special district. However, it is not clear that Chapter 189 by itself provides the necessary authority for legislative creation of a special district by special act. In addition, as discussed above, the Petitioner concluded that relying on a specialized dependent district would have certain disadvantages for St. Johns County, similar to those for an MSTU.

If the existing MSTU were terminated, areas within the Julington Creek Plantation planned community currently covered by the MSTU, but not located within the District, will receive services through the Property Owners Association, Inc.

8. We acknowledge your comments and note that the Secretary of the Florida Land and Water Adjudicatory Commission, pursuant to Rule 42-1.009(1)(a), Florida Administrative Code, certified on March 10, 1994, that the petition contained all required elements. A copy of that documentation is appended to this letter as Attachment "B."

9. The observation and suggestion for sharpening Exhibit 4 for ease of the reader is noted. We have revised Exhibit 4 to shade areas located within the District. The Petitioner will endeavor to mark other exhibits with greater detail in subsequent proceedings.

10. The Petitioner has not uncovered any local, special or particular problem with respect to the statutory and regulatory requirements for the contents of the petition or with regard to the information relating to the factors set forth in Section 190.005(1)(e), Florida Statutes.

The Petitioner will undertake to provide all property owners and present and future potential property owners in the District with a description of the nature, purpose and financial effect of the District on property owners within its area. The Petitioner's counsel has provided copies of these materials under separate cover dated April 6, 1994, to Daniel J. Bosanko, Assistant County Attorney for St. Johns County.

In addition to publication of a one-quarter page newspaper advertisement giving notice of the local public hearing in St. Johns County, to be published once a week for four consecutive weeks, the Petitioner will provide individual notice of the hearing prior to the hearing date of May 6, 1994, to all present property owners and contract holders within the proposed District. With that individual notice, the Petitioner will provide a copy of the information sheet attached to this letter as Attachment "C."

Nicholas M. Meiszer
April 11, 1994
Page 6

11. a. We acknowledge the decision of County staff. As stated above and shown on Attachment "A," the Florida Department of Community Affairs has concluded that the District is not inconsistent with the St. Johns County Comprehensive Plan and otherwise meets the requirements of Section 190.005(1)(e), Florida Statutes.

b. The Petitioner also desires a fair, comprehensive and expedited hearing within the requirements of Chapters 120 and 190, Florida Statutes. We note that this is a legislative, rulemaking hearing pursuant to Section 120.54, Florida Statutes, and not an adversarial, trial-type hearing pursuant to Section 120.57(1), Florida Statutes. Thus, the Hearing Officer may elect to receive testimony and evidence from anyone. At the present time, we cannot recommend that the Petitioner enter into a stipulation, purporting to govern the conduct of the hearing, with anyone who has not been granted party status in the proceeding by the Hearing Officer.

For your information, we note that the Hearing Officer already has ordered the filing of prepared testimony by the Petitioner on May 2, 1994. We would be pleased to provide the County with a copy of that prepared testimony upon its filing with the Hearing Officer. In addition, if it would be helpful we will notify the County of the exhibits we intend to introduce at the hearing on behalf of the Petitioner.

In conclusion, we appreciate the cooperation you and your staff have demonstrated with respect to this matter and look forward to working with St. Johns County in the future.

Please let us know if we can provide additional information.

Sincerely,



Cheryl G. Stuart
David L. Powell

Attachments
DLP/ss



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES
Governor

LINDA LOOMIS SHELLEY
Secretary

April 6, 1994

David K. Coburn, Secretary
Florida Land and Water
Adjudicatory Commission
Office of the Governor
The Capitol
Tallahassee, Florida 32399-0001

Re: Julington Creek Plantation Community Development District

Dear Secretary Coburn:

This is in reference to your letter concerning the proposed Julington Creek Plantation Community Development District (the "District"), and the Petition for the establishment of the District enclosed with your letter.

In accordance with your letter, the Department of Community Affairs has reviewed the Petition to determine whether the establishment of the District may affect the responsibilities of the Department. In addition, the Department has reviewed the Petition to determine whether it satisfies the applicable requirements of § 190.005(e), Fla. Stat. (1993). Based on this review, the Department does not believe the establishment of the District would be incompatible with the Comprehensive Plan. Based on the information in the Petition, the Department believes that the proposed District meets the other requirements of § 190.005(e), Fla. Stat. (1993). Detailed comments by Department staff are attached to this letter.

Please call me if you have any questions or would like any additional information.

Very truly yours,

Linda Loomis Shelley
Secretary

LLS: aob

Attachments

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

ATTACHMENT "A"



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES
Governor

LINDA LOOMIS SHELLEY
Secretary

MEMORANDUM

TO: Alfred O. Bragg
THROUGH: Tom Beck
FROM: Alex Magee
SUBJECT: Julington Creek Plantation Community Development District
DATE: March 25, 1994

Staff has reviewed the Julington Creek Plantation Community Development District (CDD) petition. The CDD will encompass the Julington Creek Development of Regional Impact (DRI) located in an unincorporated area in the north end of St. Johns County. The proposed CDD contains approximately 4,125 acres and the original DRI Application for Development Approval (ADA) described 4,150 acres. The boundaries of the CDD map and the DRI master plan are generally the same except for two small rectangular and triangular pieces that extend north of the northern boundary of the DRI and are not shown on the CDD map.

The petition states that all of the proposed land uses within the CDD are subject to the approved Julington Creek DRI Development Order (DO). The CDD project is described as a residential planned development which contemplates the construction of approximately 5,700 dwelling units (du) and 41.9 acres of commercial space within the CDD in three phases. The most recent Julington Creek DO amendment approved 6,400 du and 51.9 acres of commercial development. Ms. Cheryl G. Stuart, an Attorney for Atlantic Gulf Communities Corporation, was contacted about the inconsistencies, which have also been questioned by St. Johns County. Her response was that the proposed CDD excluded lands already developed. The DRI annual reports received through 1993 reported the completion of 155 du; an 18-hole golf course and clubhouse; a 69,512 sf shopping center; and a small welcome center.

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

MEMORANDUM
March 25, 1994
Page Two

The CDD petition identifies the facilities that will be covered under the proposed CDD in Table 1, including water management and wetlands system, roadway improvements and recreation center. However, Exhibit 8 referenced in the petition to provide a timetable and titled Proposed Timetable for Construction and Estimated Costs contains no reference to the timing of improvements. In Exhibit 9, the Economic Impact Statement, page 3 references Table 2 as the timetable for construction phasing as well as estimated construction costs. However, Table 2 does not contain any reference to time. The most recently approved Julington Creek DO amendment provides that the developer's mitigation may be made via a Community Development District. That amendment also established a date-certain deadline in the DO for improvements to be made by the developer on Racetrack Road (from SR 13 to Flora Branch Road). Racetrack Road Improvements are listed in the CDD facilities proposed for construction.

Creation of the CDD is not inconsistent with the St. Johns County Comprehensive Plan, or the State Comprehensive Plan. It appears that a CDD is appropriate for this project.



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LAWTON CHILES
Governor

LINDA LOOMIS SHELLEY
Secretary

MEMORANDUM

To: Alfred O. Bragg
Assistant General Counsel

From: Roger Wilburn, Planning Manager *RW*

Subject: Julington Creek Plantation Community Development
District

Date: March 21, 1994

=====

Staff has reviewed the Julington Creek Plantation Community Development District Petition with the St. Johns County Comprehensive Plan and the State Comprehensive Plan. Our review has generated no comments at this time.

RW/

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT



LAWTON CHILES
GOVERNOR

STATE OF FLORIDA

Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

March 10, 1994

Ms. Sharyn Smith, Director
Division of Administrative Hearings
The Desoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-1550

RE: Petition for Rule Forming a Chapter 190, Florida Statutes, Community Development
District: Julington Creek Plantation Community Development District (FLWAC
Case No. CDD-94-001)

Dear Ms. Smith:

Pursuant to section 42-1.009(1), Florida Administrative Code (F.A.C.), we have reviewed the attached Petition for Rulemaking to Establish a Uniform Community Development District (CDD) in St. Johns County, Florida.

This letter constitutes certification that all required elements, as defined in section 190.005(1)(a), Florida Statutes, (F.S.), are contained in the petition. The petition is forwarded to you for assignment of a hearing officer as provided by section 42-1.009(1)(b), F.A.C. We request that you conduct a local public hearing on this petition pursuant to section 190.005(1)(d), F.S. For the purpose of preparing a Notice of Receipt of Petition for publication in the Florida Administrative Weekly, please notify this office, no later than March 24, 1994, of the assigned hearing date, time, and location.

Thank you for your attention to this matter. Should you have any questions regarding the processing of the petition, please call Barbara Leighty at 488-7793.

Sincerely,

Terisa B. Jinkins

for David K. Coburn, Secretary
Florida Land and Water Adjudicatory
Commission

DKC/dbl

Enclosure

cc: Cheryl G. Stuart, Attorney for the Atlantic Gulf Communities Corporation
David L. Powell, Attorney for the Atlantic Gulf Communities Corporation
Dan Stengle, General Counsel, Department of Community Affairs
Greg Smith, Counsel, Florida Land and Water Adjudicatory Commission

ATTACHMENT "B"

ATLANTIC GULF
C O M M U N I T I E S

J. Thomas Gillette, III
Vice President and General Manager

Julington Creek Plantation
1111 Durbin Creek Boulevard
Jacksonville, FL 32259
904/287-4180 • Fax 904/287-0279

April 8, 1994

Re: Julington Creek Plantation
Community Development District

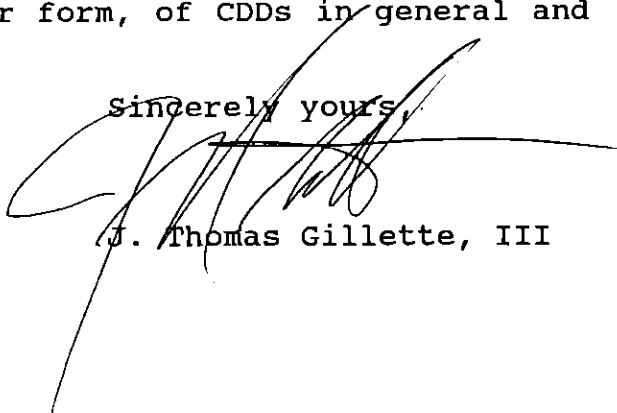
Dear New Purchaser:

We realize you have already consented to inclusion of your property in the Julington Creek Plantation Community Development District, but we want you to know that a formal hearing has been scheduled by the State on our request to create the District.

The hearing, to be conducted by a State hearing officer, will commence at 9:30 a.m., Friday, May 6, 1994, at the County Commission Chambers (Auditorium), St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida. A copy of the petition requesting creation of the District is available for inspection in the Office of the Clerk of Courts in the St. Johns County Administration Building.

As we have previously explained, the purpose of this District is to finance and construct certain roads and other improvements required by St. Johns County to serve the Julington Creek Plantation planned community, and to provide maintenance for the proposed main recreation center, drainage areas and electricity for street lighting. To give you more information, we have enclosed an explanation, in question-and-answer form, of CDDs in general and this District in particular.

Sincerely yours,



J. Thomas Gillette, III

JTG/sh
Enclosure

**JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

GENERAL INFORMATION

St. Johns County and the Julington Creek Plantation Community Development District ("District") have compatible interests. The District will *reinforce and implement* previous County decisions for the building of Julington Creek Plantation, a planned community. The District is a governmental unit, a perpetual entity that serves the specific needs of its community and St. Johns County.

Here, in question-and-answer form, is an explanation of community development districts in general and the Julington Creek Plantation Community Development District in particular:

Q. What is a CDD?

A. A community development district ("CDD") is a special-purpose unit of local government. It is authorized by State law and may be created only after evidence which proves the need for the CDD is presented in a formal hearing. Because of the size of this particular CDD, the final decision to create it must be made by the Governor and Cabinet.

Q. What powers does a CDD have?

A. A CDD is granted limited statutory powers by the Legislature to plan, construct, acquire, operate, finance and maintain community-wide public improvements. A CDD does not limit or affect a county's powers over law enforcement, planning and zoning, building codes, health or other responsibilities.

Q. Why do we have CDDs and how many are there in Florida?

A. Because the Legislature decided in 1980 that Florida needed more tools to provide roads, parks, sewers, drainage facilities and other improvements in growing areas. At last count there were about 45 CDDs throughout the state.

Q. Who will be in charge of the District at Julington Creek Plantation?

A. A Board of Supervisors will set District policies. The initial members will be appointed by the Governor and Cabinet when the District is created. A statutory formula will transfer control of District governance to the residents on a prescribed schedule. The Board of Supervisors will be required to meet "in the sunshine" and to file public financial disclosure statements.

Q. How will the District be managed?

A. The Board of Supervisors will select an independent manager to run the day-to-day operations of the District. In addition, the District will have its own legal counsel, district engineer, and financial advisor.

Q. What specific work is the District planning to perform?

A. The District plans to provide road improvements or funding for work on portions of S.R. 13, Racetrack Road, and Russell Sampson Road. Also, it plans to fund the electricity for arterial street lights within the District, to build and operate a community recreation center, and to maintain the master water management system (drainage) and wetlands conservation areas for the Julington Creek Plantation planned community.

Q. How will the District pay for the improvements it will build?

A. Like other governments, the District will sell revenue bonds to raise money for its capital program. These bonds will be paid off over time through assessments against property in the District. At the present time, Atlantic Gulf owns most of the property, so it will pay most of the assessments. The interest paid to the bond-buyers will be exempt from federal income taxes, so the District will be able to pay a lower rate of interest to its lenders.

Q. How will the District's costs be kept reasonable?

A. First, contracts must be competitively bid under State law. Second, the Board of Supervisors will be responsible for providing maintenance levels matched to District property owner and resident standards and their willingness to pay through assessments and/or fees.

Q. Will the District be allowed to impose property taxes?

A. The District may levy ad valorem taxes on real property, but only after the residents have taken total control of the Board of Supervisors by electing its members.

Q. How will the District's assessments be collected?

A. The District will enter into an agreement with the St. Johns County Tax Collector to collect the District's assessments. The assessment will be listed separately from ad valorem taxes levied by the County or the School Board, and only to be levied on those owning property in the District. The District will pay a collection fee.

#

ATLANTIC GULF
COMMUNITIES

Julington Creek
1111 Durbin Creek Boulevard
Jacksonville, FL 32259
904/287-4180 • Fax 904/287-0279

April 11, 1994

Jerry D. Napier
Director of Planning and Zoning
St. Johns County Planning and Zoning Department
P.O. Drawer 349
St. Augustine, Florida 32085

Dear Jerry,

In response to your letter dated April 8, 1994, we offer the following responses to your questions:

1. Pursuant to a discussion with Mr. Bosanko, it appears that there was some confusion with the interpretation of Exhibit 4 by staff. After reviewing Exhibit 4, we concur with your concerns. We have revised Exhibit 4 to shade the areas located within the District. It should be noted that in accordance with Section 190.005 (1)(a)1 no property has been excluded from the proposed District. The exclusions shown on the legal are areas outside of the District and are only shown for the purpose of describing the district by metes and bounds.

2. With respect to the difference in acreage between Exhibit 2 and 5, it should be noted that Exhibit 2 is a sketch of the metes and bounds description and Exhibit 5 is the Julington Creek Plantation Proposed Land Use Plan which is the currently approved DRI Master Plan with the exception numbers and boundaries overlaid on the plan. As per the discrepancy on Exception (4), the 47.8 acres is not the acreage of the exception, but rather the acreage of Parcel 6 on the DRI Master Land Use Plan. Exception (4) is the First Replat of Julington Creek Unit 1 with a total acreage of 31.53 acres. The First Replat accounts for a portion of Parcel 5 which contains a total 37.2 acres and Parcel 6 which contains a total of 47.8 acres.

Exception (5) is shown on Exhibit 2 with 39.41 acres and 40 acres on Exhibit 5. This type of discrepancy will exist between the two exhibits since Exhibit 2 was calculated from an actual metes and bounds description and most of the acreage shown in Exhibit 5 are calculated utilizing a pelimeter on a map at a scale of 1"=600'. In almost every occurrence where the DRI Master Plan shows an acreage that matches to the boundary of the Exception, the

Jerry D. Napier
April 11, 1994
Page Two

acreage is within a half an acre of the legal. It should be noted that these discrepancies between metes and bounds descriptions and surveys will continue to occur as Atlantic Gulf moves forward with the development of Julington Creek Plantation.

3. As you pointed out, if you adjust the DRI total acreage (4,150 acres) for the areas outside the District but within the DRI, you come up with a different acreage than what is shown in the application to be the District acreage (4,125 acres). If you add the areas outside the District but within the DRI shown in Exhibit 4 (Exception (2), 5.16 acres; (3), 10.2 acres; (4), 31.53 acres; (5), 39.41 acres; (6) 6.85 acres; (7), 45.93 acres; and (10), 5.73 acres) you come up with a total DRI acreage of 4,269.91 acres, a discrepancy of 144.81 acres. This is because the DRI legal description has never been changed or updated from the original DRI Application for Development Approval. Atlantic Gulf hired Sunshine State Surveyors, Inc. of Jacksonville to prepare the metes and bounds description for the District. Utilizing more recent information which included deeds of record, the description of the property was updated. It is the surveyors opinion that the primary difference is the interpretation of the meandering boundary which runs along Durbin and Cunningham Creeks. As per the acreage of the DRI, the most up to date acreage would be 4,269.81. This will require a cleanup amendment to the DRI to adjust the land use table by 144.81 acres, which would be added to the Wetland/Natural Areas classification. The parcel acreages for the residential and nonresidential tracts would not be affected since these acreages were pelimetered and the total acres of the parcels and all of the other land uses, except for wetlands, were totaled and subtracted from the total acres to derive the acres of Wetlands/Natural Areas.

As per acreage in the Economic Impact Statement, Paragraph 2 is a general description of the development which utilizes the total acres of the District (4,125 acres) and subtracts the approximately 1,500 acres of Recreational/Wetlands/Natural Areas/Open Space shown on the DRI Master Plan resulting in 2,625 acres for other uses, primarily residential. This is an oversight, since based on the above discussion, the 1,500 acres would be increased by 144.81 acres leaving 2,480 acres for other uses, primarily residential.

4. As you pointed out, there are several recorded plats that are not referenced in the preamble of the Metes and Bounds Description. Based on the fact that these plats are being vacated as we move forward with the development of Julington Creek Plantation and all remaining plats will be vacated by the end of the grace period in the Settlement Agreement between Atlantic Gulf and St. Johns County, we feel that it is more appropriate not to reference the

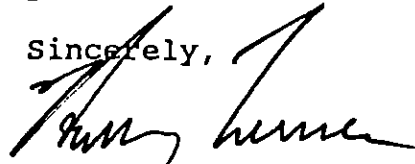
Jerry Napier
April 11, 1994
Page Three

recorded plats. In addition, the County has requested that we not reference the original plats as we move forward with the vacation of the original plats and obtain new plat approvals.

In addition, the metes and bounds description was prepared as of June 25, 1993 based on the most current recorded information. Additional recordings and platting will occur between that date and District approval. We do not feel that it is necessary to update the description since the metes and bounds description will cover these properties.

If you should have questions, please do not hesitate to call me or Tom Gillette at 904-287-4180 or any other CDD team member.

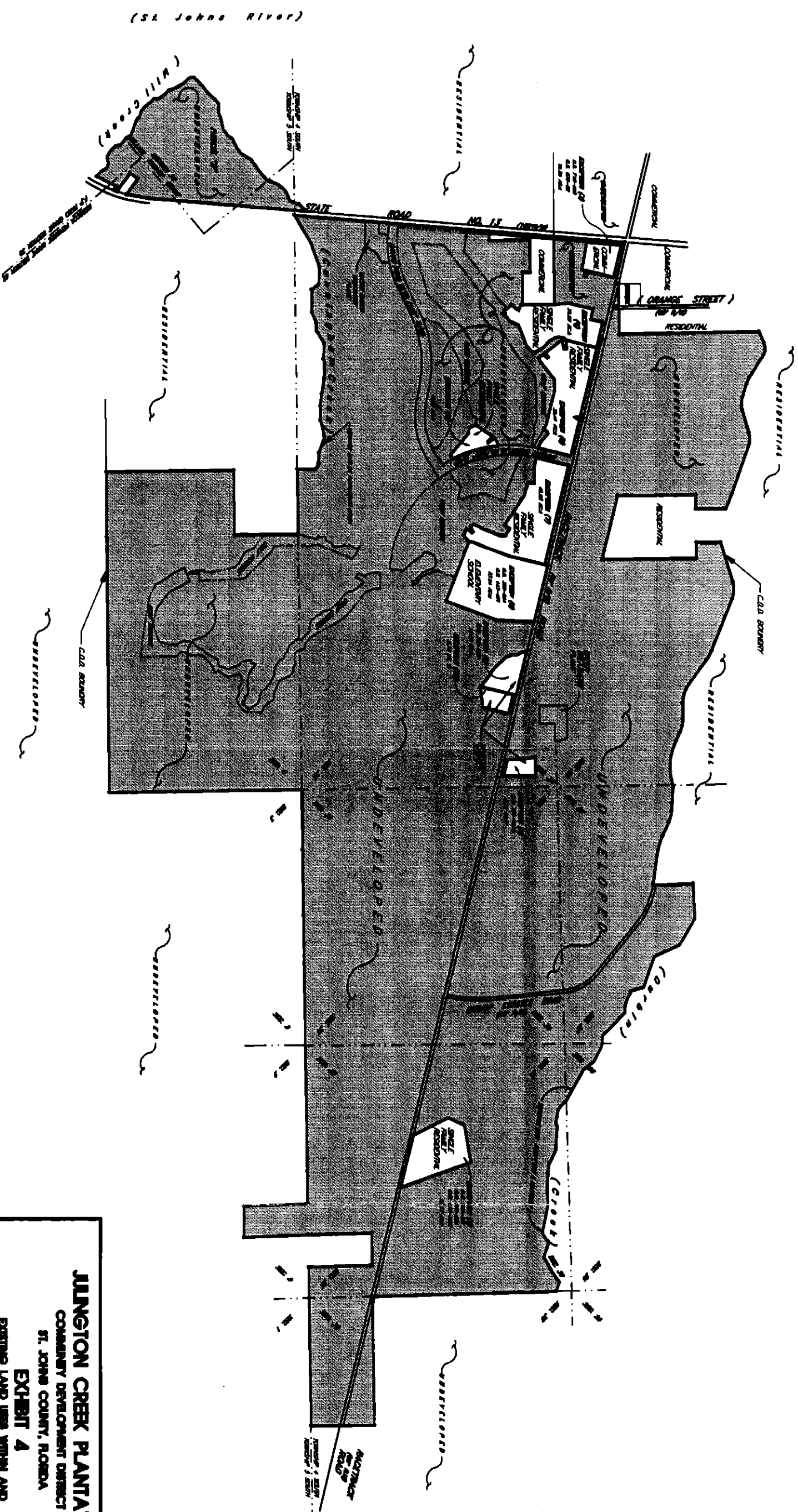
Sincerely,



Harry Lerner
Director of Planning and
Project Management

HL/sh

cc: Nicholas M. Meiszer, County Administrator
Dan Bosanko, Assistant County Attorney
Cheryl G. Stuart, Esq., Hopping Boyd
Douglas C. Miller, P.E., England, Thims and Miller
Alan Salowe, Urbanomics
Thomas Gillette, III, Atlantic Gulf



JUNGTON CREEK PLANTATION

COMMUNITY DEVELOPMENT DISTRICT

ST. JOHN COUNTY, FLORIDA

EXHIBIT 4

EXISTING LAND USES WITHIN AND ADJACENT TO THE DISTRICT

2-0-79

4/17/94 faxed H. Lerner
" C Stuart

LAW OFFICES

HOLLAND & KNIGHT

FORT LAUDERDALE
JACKSONVILLE
LAKE LAND
MIAMI
ORLANDO
ST. PETERSBURG
TALLAHASSEE
TAMPA
WEST PALM BEACH
WASHINGTON, D.C.

SUITE 3900
50 NORTH LAURA STREET
P.O. Box 52687 (ZIP 32201-2687)
JACKSONVILLE, FLORIDA 32202
(904) 353-2000
FAX (904) 358-1872

SPECIAL COUNSEL
SHAW, LIGITRA,
PARENTE, ESERNIO
& SCHWARTZ, P.C.
GARDEN CITY, NY
NEW YORK, NY

April 6, 1994

Daniel Bosanko, Esquire
St. Johns Administrative Building
P. O. Box 349
St. Augustine, Florida 32085-0349

Re: Community Development District

Dear Dan:

Harry Lerner and Tom Gillette advised me yesterday that it would be beneficial during St. Johns County's review of the Julington Creek Plantation petition for the creation of a CDD to understand what type of notice is being provided to purchasers within the project. Accordingly, I provide you with copies of the following documents with highlighted areas indicating places where the CDD appears:

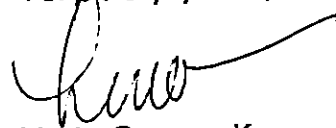
1. Community Documents booklet which includes a description of the CDD on page 7 of the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. - Receipt of this document is acknowledged by the home purchaser at time of execution of a Purchase and Sale Agreement with the builder.
2. Purchase and Sale and Development Agreement between Atlantic Gulf and homebuilder referencing the CDD on pages 1, 6, 10 and 14.
3. Special Warranty Deed conveying lot from Atlantic Gulf to builder further restating the consent to the CDD and creating a covenant running with the property.

Daniel Bosanko, Esquire
April 6, 1994
Page 2

4. Addendum for Ultimate Consumer executed by home purchaser, simultaneous with execution of Purchase and Sale Agreement between builder and ultimate consumer, acknowledging consent to the creation of the CDD.

In addition, Atlantic Gulf is presently preparing a notification letter to all existing contract holders regarding the public hearing conducted by the State Hearing Officer on May 6, 1994, and preparing a two page summary information - type handout piece to be made available to all prospective purchasers. Once these two letters have been finalized, copies will be furnished to your office.

Very truly yours,



Linda Connor Kane

LCK/mi

cc: Mr. Harry Lerner
Mr. J. Thomas Gillette III

10/7/93

Property Appraiser's
Identification No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered this ____ day of _____, 1993, by ATLANTIC GULF COMMUNITIES CORPORATION, a corporation existing under the laws of Delaware, and authorized to transact business in the State of Florida, f/k/a General Development Corporation, whose address is 1111 Durbin Creek Blvd., Jacksonville, Florida 32259, hereinafter called the Grantor, to PANITZ & COMPANY CHARTERED, INC., a Florida corporation, whose post office address is 3020 Hartley Road, Suite 200, Jacksonville, Florida 32257 hereinafter called the Grantee, whose Tax Identification No. is 59-2461308.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

W I T N E S S E T H :

That, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, vis:

Lot _____, Block _____, SECOND REPLAT IN JULINGTON CREEK UNIT ONE, according to plat thereof, recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida

(hereinafter the "Subject Property").

This Deed is executed subject to the following:

A. Ad valorem real estate taxes for the year of closing and all subsequent years;

B. All applicable laws, ordinances and governmental regulations, including, but not limited, to all applicable building, zoning, land use and environmental ordinances and regulations;

C. All restrictions, reservations, covenants, agreements, easements, limitations and other matters currently appearing of record, including without limitation those contained on the plat of the Second Replat of Julington Creek Unit One, and in the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 as supplemented by Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Owners' Association, Inc. record in Official Records Book 1010, page 1062, both in the public records of St. Johns County, Florida, as such documents have been amended and supplemented, provided that the same shall not materially interfere with Grantee's intended development of residences on the Lots;

D. Matters which would be disclosed by an accurate survey of the subject Property; and

E. The Memorandum of Agreement being recorded in the Public Records of St. Johns County, Florida contemporaneously with this Special Warranty Deed.

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 Grantee that Grantor is lawfully seized of the Subject Property in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by and through Grantor, and none other, and that the Subject Property is free of all encumbrances except as above set forth.

GRANTEE, for itself, its successors and assigns, by acceptance of this deed hereby consents to the creation of a Community Development District governing the Subject Property. The foregoing consent shall be deemed to be a covenant running with the Subject Property and any owner of the Subject Property by acceptance of a title to the Subject Property shall be deemed to have consented to the creation of the Community Development District. Provided, however, if the Grantor does not create such Community Development District on or before three (3) years from the date hereof, this consent shall terminate.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and its seal affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware
corporation

(Type or print name)

By:

J. THOMAS GILLETTE, III
Vice President

Type or print name)

1111 Durbin Creek Boulevard
Jacksonville, Florida 32259

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared J. THOMAS GILLETTE, III, Vice President of the corporation named as Grantor in the foregoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 1993.

(Print or type name)
Notary Public, State of Florida

My Commission expires:

Commission Number:

JAX 74122

Willow Pond

Phase I

AT

Julington Creek
P L A N T A T I O N



Community Documents

ATLANTIC GULF
C O M M U N I T I E S

ii. The Owner shall assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical, telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that the Willow Pond - Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns County tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Willow Pond - Phase I may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Willow Pond - Phase I Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Willow Pond - Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet at a minimum, the requirements of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one or more Willow Pond - Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easements. Upon the combination of two Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the set back lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within the Willow Pond - Phase I Lots shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional

3/18/94

PURCHASE AND SALE AND DEVELOPMENT AGREEMENT

(Willow Pond - Phase I)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 199__, by and between **ATLANTIC GULF COMMUNITIES CORPORATION**, a Florida corporation, ("Seller"), and _____

_____, ("Builder"). In consideration of the mutual covenants and promises herein set forth, the parties, intending to be legally bound hereby, agree as follows:

1. Purchase and Sale. Seller agrees to sell to Builder, and Builder agrees to purchase from Seller, that certain parcel of land located in St. Johns County, Florida, known as:

Lot(s) _____, Block _____, Third Replat in Julington Creek, Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16 of the public records of St. Johns County, Florida, (sometimes referred to herein as the "Property").

2. Purchase Price. The purchase price to be paid by Builder to Seller for the Property is _____ and ____/100 (\$ _____) Dollars (the "Purchase Price").

3. Deposit. To secure the performance by Builder of its obligations under this Agreement, Builder has delivered to Seller the sum of _____ and ____/100 Dollars (\$ _____) by check, the proceeds of which shall be credited against the Purchase Price at Closing (as hereinafter defined) ("Deposit"). Except in the event of default by Seller, in which event the Deposit may be disbursed to Builder as liquidated damages in accordance with paragraph 10 below.

4. Terms of Payment. The Purchase Price for the Property being conveyed at the Closing (as hereinafter defined) shall be paid to Seller, subject to increase or decrease for prorations and adjustments as hereinafter provided, and is to be paid by bank cashier's check drawn on a Florida bank or by wire transfer of immediately available Federal Funds.

5. Closing. The consummation of this transaction ("Closing") shall be held on or before _____, 199__, at the offices of the Seller, or at such other place mutually agreed upon by Seller and Builder. At Closing, Seller shall convey title to the Lot to Builder by Special Warranty Deed subject to the Permitted Exceptions (as hereinafter defined). The Deed shall also contain a covenant running with the title to the Property which provides that by acceptance of title to the Property, the grantee thereby consents to the creation of a Community Development District ("CDD") including, but not limited to, the Property and agrees to be bound by all rules and regulations of such Community Development District. Seller shall also execute and deliver to Builder at closing: (a) an appropriate mechanic's lien affidavit, (b) a non-foreign FIRPTA affidavit and/or certificate, and (c) a "gap title affidavit" in the form reasonably requested by the title insurance company issuing the title policies at Closing.

Builder shall deliver to Seller at Closing the balance of the cash portion of the Purchase Price applicable to the Property which is the subject of the closing and appropriate evidence of Builder's existence and authority to purchase the Property.

Seller and Builder shall each execute and mutually deliver the Memorandum of this Agreement in the form set forth in Exhibit B attached hereto and made a part hereof, counterpart closing statements, and such other documents as are necessary to consummate this transaction.

6. Closing Costs. The parties shall bear the following costs:

(a) The Builder shall be responsible for payment of the following: (i) the cost of the title insurance premium for the title insurance policy, (ii) the cost of any survey Builder determines to obtain, (iii) any and all costs and expenses of architectural, engineering and other inspections, tests and feasibility studies and reports incident to Builder's inspections, (iv) conveyance and notary fees and clerk's recordation fees for recording the special warranty deed and any instruments received by Builder, and (v) any and all costs relating to Builder's financing any portion of the purchase of the Property.

(b) The Seller shall be responsible for payment of the following: (i) documentary stamps and any surtax or surcharge due on the applicable Special Warranty Deeds of conveyance; (ii) the recording costs on documents necessary to clear title at closing; and (iii) recordation fees for the Memorandum of this Agreement.

(c) Each party shall pay its own legal fees except as provided in subparagraph 22(c) below.

7. Prorations. Ad valorem real estate taxes shall be prorated as of the date of the closing. Any proration shall make due allowances for the maximum allowable discount and other exemptions if applicable to said Lot for the year of closing. In the event the taxes for purposes of proration are unknown, the tax proration will be based upon the taxes for the prior year.

8. Inspection Period. Builder acknowledges and agrees that it has been advised by Seller that there may be unsatisfactory surface and/or subsurface soil conditions on the Property. Builder shall have a period of fifteen (15) days following the date of this Agreement (the "Inspection Period"), to examine and make, at Builder's sole cost and expense, such examinations, inspections and investigations of the soil conditions and such other matters which Builder, in Builder's sole discretion, may determine to make. In the event Builder determines that the surface and/or subsurface soil conditions on the Property or other conditions are not reasonably satisfactory for the construction of Builder's Intended Improvements, in Builder's sole discretion, Builder may cancel this transaction by written notice of cancellation given to Seller (accompanied by delivery of copies of all reports and other materials as required below) prior to the expiration of the Inspection Period, in which event the Seller shall return the Deposit to Builder, whereupon both parties shall be released from all further obligations under this Agreement. In the event Builder has not so timely delivered written notice of cancellation, then the foregoing condition precedent shall automatically be deemed to be satisfied in full. Builder and Builder's agents and contractors, shall be entitled to enter upon the Property prior to Closing for purposes of inspection and making tests and studies thereon for such purposes and for such other purposes as Builder deems necessary or convenient.

In the event Builder timely elects to cancel this Agreement during the Inspection Period as

permitted above, and as consideration for Seller granting Builder the foregoing condition precedent, Builder shall deliver to Seller with the notice of cancellation true copies of all studies, investigations and reports obtained by or prepared for Builder in connection with Builder's investigation of the Property. Builder hereby agrees to indemnify, defend, and hold Seller (and Seller's agents, servants and employees) harmless from and against any and all liabilities, damages, claims, costs, or expenses whatsoever (including reasonable attorneys' fees and court costs) for bodily injury, death, or property damage resulting from any such entry, inspections, tests or studies. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph 8 shall survive the closing and delivery of the deeds of conveyance or any earlier cancellation or termination of this Agreement.

9. Improvement Liens, Impact Fees and Water and Sewer Connection Fees. Certified, confirmed or ratified liens for governmental improvements as of the date of closing, if any, shall be paid in full by Seller, and all pending liens for governmental improvements as of such date shall be assumed (or reimbursed, as applicable) by the Builder effective at the closing; except that, with respect to any certified governmental liens that are payable in installments, Seller shall only be responsible to pay those installments that become payable prior to the date of the applicable closing.

The utility connection charge for water and sewer is approximately \$2,300.00 per lot, which amount is subject to modification from time to time. At Closing, Seller will make a contribution of fifty percent (50%) of the connection charge up to an amount not to exceed \$1,150.00 to be applied against the then applicable charge for water and sewer fees. Provided however, in the event that the Seller has previously paid the full water and sewer connection fee, then Builder shall reimburse Seller for such payment, less the credit allowed.

Builder further agrees to pay to Seller, when due, and hereby assumes, any and all impact fees and other development fees (including, without limitation, for government use, schools, roads and parks) imposed against the Property in accordance with the Impact Fee Credit Agreements entered into by and between Seller and St. Johns County, in connection with the Development Order and St. Johns County requirements for platting the Property and/or developing Builder's Intended Improvements thereon.

The provisions of this paragraph 9 shall survive the closing and delivery of the applicable deed of conveyance.

10. Default Provisions.

(a) Prior to Closing, in the event of the failure or refusal of Builder to close as required in this Agreement, or other default under this Agreement by Builder including, without limitation, the default set forth in subparagraph (b)(ii)(iii), without any default of Seller, Seller shall be entitled to seek specific performance of this Agreement, or retain the Deposit as full, agreed upon and liquidated damages for said breach, whereupon the parties shall be released of all further obligations hereunder, except those indemnities set forth in paragraphs 8 and 13 below. Builder and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and that the liquidated damages as described above are a fair and reasonable estimation of damages of Seller.

In the event of a default by Seller under this Agreement, without any default of Builder, Builder, at its option, shall have the right, as its sole and exclusive remedies, to either: (i)

receive the return of the Deposit, whereupon the parties shall be relieved and released from all further obligations under this Agreement, or, alternatively, (ii) seek specific performance of the Seller's obligations hereunder, thereby waiving damages.

(b) Subsequent to Closing, in the event Builder shall be deemed to be in default hereunder if one or more of the following events shall occur:

(i) Default in the performance or observance of any of the covenants, restrictions, requirements, and stipulations to be performed and/or observed by Builder hereunder, including but not limited to, receiving Seller's and ACC's approval of Builder's Plans and Builder's obligation to timely commence and complete Builder's Intended Improvements, if such default shall continue for a period of ten (10) days after notice in writing of such default has been given to Builder; or

(ii) Builder's bankruptcy, insolvency, or the making of a general assignment for the benefit of creditors; or

(iii) Builder undertaking any advertising, promotional and/or marketing program which is, or may reasonably be determined to be, unfair, deceptive or misleading in any manner whatsoever.

(iv) The recordation of mechanics' liens against the Property or any portion thereof which are not bonded off within thirty (30) days from recording; or

(v) Sale of the Property or any portion thereof except to an Ultimate Consumer (as hereinafter defined).

It is hereby agreed that, upon the occurrence of a default described in this subparagraph (b) ("Post Closing Default"), a declaration by Seller may be recorded among the public records that a Post Closing Default has occurred under this Agreement in order to preserve and/or enforce any of Seller's rights hereunder without such declaration being deemed a slander of Builder's title or other cause of action in favor of Builder.

(c) In the event of a Post Closing Default, in addition to all other rights of Seller hereunder, or at law or in equity, in recognition of the paramount need of Seller to control the development of Julington Creek Plantation over a period of many years, and the substantial damage that may be incurred by Seller if the plans for Julington Creek Plantation are not followed by Builder, Seller may,

(i) upon providing written notice to Builder and Builder's failure to cure or to diligently commence pursuit of such cure within ten (10) days from receipt of such notice, at its option (but shall not be required to) and without prejudice to its rights hereunder, in addition to all other rights and remedies herein provided, Seller may cure any default of Builder and charge Builder for all expenses incurred by Seller in so doing. Builder shall reimburse Seller for all such expenses within five (5) days following written demand therefor by Seller, together with interest thereon from the date of advancement until repaid at the highest rate permitted under applicable law and an administrative charge for supervising the work equal to twenty percent (20%) of the

cost thereof, and Seller shall have a lien against the Property for recovery of such expenses and interest, which lien may be foreclosed in like manner to the foreclosure of mortgages under Florida law; provided, however, such lien shall be subordinate to any and all construction financing theretofore encumbering the Property, or any portion thereof shall first attach upon recordation of a notice of Seller in the public records of the expenditure of funds by Seller and such lien shall not relate back to the date of this Agreement.

(ii) shall have the option, exercisable by giving written notice to Builder at any time within sixty (60) days following the occurrence of any such Post Closing Default, to reacquire the Property, or any portion thereof not then released from these covenants, from Builder by paying to Builder an amount equal to the total of the following:

- (A) The purchase price for the applicable portion of the Property which has been paid to Seller; and
- (B) Real estate taxes that Builder has paid with respect to such portion; and
- (C) Provided that Builder has not caused the applicable portion of the Property to be encumbered by any mortgage or other security instrument securing an indebtedness, the actual out-of-pocket costs paid by Builder for any of the Builder's Intended Improvements erected on such portion of the Property by Builder (but only if such Builder's Intended Improvements were erected in accordance with the Plans for the Property approved by Seller).

Upon such payment, title to the applicable portion of the Property shall be conveyed to Seller by Builder by Special Warranty Deed. Builder shall pay, or at Seller's option, Seller shall receive a credit, for the documentary stamps due on any such conveyance, as well as any liens, charges, or encumbrances on the Property which have been created by, through, or under Builder.

In the event that Builder shall have encumbered the Property or any portion thereof with a construction or other mortgage, the applicable portion of the Property shall be conveyed either (i) as aforesaid, free and clear of such mortgage (in which event Builder shall be entitled to the out-of-pocket costs specified in this subparagraph, if the applicable portion of the Property were never so encumbered), or (ii) at Seller's sole option, subject to such mortgage (in which case Builder shall assign to Seller all of Builder's rights in and to such construction or other mortgage and any rights to demand future funding thereunder). In such event Builder shall be entitled to receive only the difference, if any, between the out-of-pocket costs respecting such portion, plus purchase price and taxes paid, as aforesaid, and the total indebtedness (including all interest and other sums) then due the lender under such mortgage. The foregoing right to repurchase shall be subordinate to any bona fide construction or development mortgage placed on the Property by Builder.

11. Title. Within fifteen (15) days following execution of this Agreement by both parties, Seller shall deliver to Builder a copy of the plat letter prepared in connection with recording of the plat of the Property, which shall show Seller to be vested with fee simple title to the Property, subject to the following matters (the "Permitted Exceptions"):

- (a) Ad valorem real estate taxes for the year of closing and all subsequent years;
- (b) All applicable laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations;
- (c) All restrictions, reservations, covenants, agreements, easements, limitations and other matters currently appearing of record, provided that the same shall not materially interfere with Builder's intended development of a residence on the Property;
- (d) Matters which would be disclosed by an accurate survey of the Property; and
- (e) The Community Documents recorded (or to be recorded) in the Public Records of St. Johns County, Florida (as hereinafter defined and provided).

Builder shall have fifteen (15) days from receipt of the copy of the plat letter to examine same. If Builder finds title to be subject to matters other than the Permitted Exceptions and any mortgage which will be partially released or satisfied at Closing, and such matters cause title to be defective pursuant to standards commonly accepted by the Florida Bar, then Builder shall, no later than the expiration of such fifteen (15) day examination period, notify Seller in writing specifying the defect(s); provided that, if Builder fails to give Seller written notice of defect(s) before the expiration of said fifteen (15) day period, then any defects shown in the plat letter, anything in this Agreement to the contrary notwithstanding, shall be deemed to be waived as title objections to closing this transaction, and Seller shall be under no obligation whatsoever to take any corrective action with respect to same or to warrant title to same in its Special Warranty Deed of conveyance. If Builder has given Seller timely written notice of defect(s) and the defect(s) render the title other than as required in this Agreement, Seller shall use its reasonable efforts to cause such defects to be cured by the date of the Closing. At either party's option, the date of an affected Closing may be extended for a period not to exceed sixty (60) days for purposes of eliminating any title defects. Seller agrees to remove by payment, bonding, or otherwise any lien in a liquidated amount against the Property capable of removal by the payment of money or bonding, provided that the cost of removal of same shall not, in the aggregate, exceed \$1,000.00. In no event shall Seller be obligated to bring suit in order to buy-out or to settle any such lien, or any other encumbrance or claim against the Property or to cure any other title defect. In the event that Seller does not eliminate any defects as of the date of an affected closing as extended in the manner provided above, Builder shall have the option of either: (i) closing and accepting the title "as is," without reduction in the Purchase Price and without claim against Seller therefor, or (ii) cancelling this Agreement, in which event Seller shall promptly return the Deposit to Builder, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations set forth in paragraphs 8 and 13.

12. Survey. Builder may obtain, at Builder's expense, a survey of the Property showing and certifying the exact location and legal description of the Property and meeting the minimum technical standards of the Florida Board of Land Surveyors and the State of Florida Department of Professional Regulation, certified to Seller and Builder, and prepared as of a date subsequent to the date of this Agreement. If the survey reveals any encroachments on the Property and Builder so notifies Seller within thirty (30) days following execution of this Agreement by both parties, same shall be treated as a defect in title in accordance with paragraph 11 above.

13. Brokers. The parties each represent and warrant to the other that there is no real estate broker, salesman or finder involved in this transaction other than _____

(the "Broker"), who shall be paid by Seller pursuant to a separate agreement between Seller and said Broker. If a claim for brokerage in connection with the transaction is made by any broker, salesman or finder, other than Broker, claiming to have dealt through or on behalf of one of the parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs at trial and all appellate levels) with-respect to said claim for brokerage. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph shall survive the closing and delivery of the deed of conveyance or any earlier cancellation or termination of this Agreement.

14. Assignability. Builder shall not be entitled to assign this Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. Any permitted assignee must fully assume all of the obligations of Builder and reaffirm on its own behalf all of the representations of Builder hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. Further, the parties acknowledge that Seller has agreed to sell the Property to Builder based upon Builder's community wide reputation for quality construction and good business ethics. Accordingly, prior to completion of construction of the Builder's Intended Improvements, Builder shall not sell, transfer or convey ownership of the Property to an Ultimate Consumer, or any portion thereof (whether by sale of stock, assignment of beneficial interest or otherwise) without the consent of the Seller, which consent may not be unreasonably withheld or delayed, except that no consent shall be required to a sale of the Property on which a self-contained single family residence has been completed and a certificate of occupancy has been issued, notwithstanding that other construction has not been completed on the balance of the Property.

15. Builder's Intended Improvements. It is the intention of the parties that the Property be constructed and developed by Builder for single family residences in a prompt and continuous manner. In that regard, the parties agree as follows with respect to the construction and development of the Property:

(a) Construction Plans. No single family residence, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Builder's Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no addition or alteration to the exterior of any of Builder's Intended Improvements shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, plans showing the location of the Builder's Intended Improvements, have been approved in writing by the Architectural Control Committee established pursuant to the Community Documents (the "ACC"), which approval, if required, shall not be unreasonably withheld or delayed. Any material change in the exterior appearance of any of Builder's Intended Improvements including, without limitation, signage and landscaping as approved or installed initially shall be deemed an alteration requiring approval as aforesaid. The items or matters to be submitted to the ACC for its approval as provided in this paragraph 15(a) shall hereinafter collectively or individually, as the context may require or permit, be referred to as the "Plans". Each of Builder's Intended Improvements shall be erected, placed, or altered upon the Property only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic grounds.

(b) Review Procedure for Plans. Builder shall, within fifteen (15) days following the execution of this Agreement by both parties, prepare and submit the Plans to the

ACC for review, together with the then applicable fee for review. The ACC's review of Builder's Plans shall be made within fifteen (15) business days from submission by Builder. If the ACC disapproves any Plans submitted by Builder, ACC shall so notify Builder in writing within said fifteen (15) business day period stating the specific reason or reasons for denying approval, whereupon Builder shall revise the Plans accordingly and resubmit same within fifteen (15) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such fifteen (15) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

(c) **Signs.** Builder shall not undertake any advertising promotional and/or marketing program which is, or may reasonably be determined to be unfair, deceptive or misleading in any manner whatsoever. Builder shall not erect any signs (on the Property or elsewhere) pertaining to the Property or Builder's Intended Improvements to be located thereon, until plans for such signs have been submitted to and approved by Seller in like manner as set forth in subparagraph 15(a) above. Without limiting the generality of the foregoing, Developer will allow one (1) sign, no larger than nine square feet which sign shall only be placed on a Lot on which a model unit has been constructed, the colors and design of which shall be subject to the review set forth in subparagraph 15(a) above.

(d) **Name of Project.** Without acquiring any proprietary or other interest in the name "Julington Creek or Julington Creek Plantation" or the project name designated by Seller for the area in which the Lots are located, Builder may use the phrase "Julington Creek Plantation" as the last portion of the name of its project on the Property and may promote such name(s) in all signs and advertising relating to the project. The foregoing right to use of the name does not permit Builder to use any logo or other trademark or service mark of Seller, such logos, trademarks or service marks shall remain the sole property of Seller and such persons or entities as Seller may from time to time designate, in its sole discretion.

(e) **General Intent and Guidelines.** Seller's intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Community Documents and the Seller's marketing objectives. In that connection, Seller has adopted certain performance criteria and guidelines which are attached hereto as Exhibit "A" which criteria and guidelines will be used in evaluating the compatibility of any requested construction with the general design standards of the community. Seller or the ACC shall not be bound by the specific criteria and guidelines attached hereto as Exhibit "A", but shall be free to add to, or amend, such guidelines from time to time. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Builder at Builder's sole cost and expense. Further, no approval by Seller or the ACC shall be deemed to set a standard for construction which Seller or the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

(f) **Liability of Seller and ACC.** Seller's and/or the ACC's rights of review and approval of plans and other submissions under this Agreement are intended solely for the benefit of Seller and/or the ACC, as applicable. Neither Seller, the ACC, nor any of its or their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any owner of any portion of the Property or any other person by reason of mistake in judgment,

failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submissions. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of the Property, by acquiring title to same, agrees not to seek damages from Seller and/or the ACC arising out of Seller's and/or the ACC's review, as applicable, of any Plans hereunder. Without limiting the generality of the foregoing, neither Seller nor the ACC shall be responsible for reviewing, nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Builder (including its successors and assigns) agrees to indemnify and hold Seller and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Seller and/or the ACC hereunder.

(g) **Completion of Construction.** The parties hereby acknowledge and agree that Builder is purchasing the Property with the intention of development by the Builder of single family residences and not for purposes of speculation and/or resale of unimproved land. Accordingly, Builder agrees to commence construction on the Property (which shall, at a minimum, require pouring of the slab for the foundation) within one hundred eighty (180) days following closing. Once construction has commenced, Builder agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion. Builder shall, within nine (9) months following the date of commencement of such single family residence, subject to Force Majeure, obtain a certificate of occupancy for the completed improvements.

(h) Notwithstanding anything contained herein to the contrary, Builder shall not be permitted to commence construction or erect signs on any portion of the Property until the Builder has closed on the purchase of the Property.

(i) Without limiting the provisions of this Agreement, the provisions of this paragraph 15 shall survive Closing.

16. **Builder's Representations.** In order to induce Seller to enter into this Agreement, Builder makes the following representations and warranties to Seller, each of which shall survive the execution and delivery of this Agreement:

(a) Builder is a knowledgeable and sophisticated builder of single-family residences. Prior to the expiration of the Inspection Period, Builder has reviewed and considered the nature of this transaction and has had ample opportunity to thoroughly investigate, review, inspect and analyze the Property and its suitability for Builder's Intended Improvements. Builder is familiar with the status of the Property and all necessary governmental requirements and in electing to proceed with this transaction, Builder will have determined that the Property is satisfactory to Builder in all respects. Builder has and will rely solely on Builder's own independent investigations and inspections, and Builder has not relied and will not rely on any representation of Seller or any agent, employee or representative of Seller, either expressed or implied, other than as specifically set forth in this Agreement. Builder further acknowledges and agrees that Seller has made no representations, warranties, or covenants with respect to the

Property or Julington Creek Plantation in general and is not willing to make any representations, nor held out any inducements to Builder other than those (if any) expressly set forth in this Agreement; and Seller is not and shall not be liable or bound in any manner by any express or implied warranties, guaranties, statements, representations or information pertaining to the Property, except as may be specifically set forth in this Agreement.

(b) If Builder is a corporation or partnership, Builder represents and warrants that it is an entity duly organized and validly existing under the laws of the State of Florida, and any permitted assignee of Builder's rights under this Agreement, if an entity, shall be duly organized and validly existing under the laws of the jurisdiction where such entity was formed and shall be qualified to do business in Florida.

(c) The execution, delivery and performance of this Agreement by Builder has been duly authorized, and this Agreement is binding on Builder and enforceable against Builder in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required. In the event of any assignment of Builder's rights under this Agreement if permitted hereunder, such assignee shall specifically reaffirm as to itself, the representations made in this subparagraph as being true as of the date of such permitted assignee's execution of the assignment and assumption agreement detailed in paragraph 14 above.

(d) Builder represents that it is a contractor licensed to do business in St. Johns County and the State of Florida and that it is acquiring the Property for the sole purpose of constructing single family residences thereon. Builder further represents that it is in the business of constructing single family residences as an activity of continuity, regularity, permanency and as a means of livelihood.

(e) Builder hereby consents to the creation of a CDD including, but not limited to, the Property.

17. Builder's Contract with Ultimate Consumer. Builder shall not make any oral or written statements to any person, entity or authority that Seller has endorsed, guaranteed or warranted any contract, lease or other instrument. Without limiting Seller's general rights as set forth above, Builder agrees that any contract or other similar instrument for the sale to a third party of a single family residence on the Property for which a certificate of occupancy will be issued prior to such purchaser's closing on the single family residence ("Ultimate Consumer") proposed or entered into by Builder and the Ultimate Consumer shall contain provisions set forth on the Addendum attached hereto and made a part hereof as Exhibit C.

Upon execution of the contract and addendum by the Ultimate Consumer, the Builder shall deliver a copy of the executed addendum to the Seller. The provisions of this paragraph 17 shall survive closing and delivery of the applicable deed of conveyance.

18. Builder's Post Closing Obligations.

(a) Seller, and its predecessors in title, have obtained certain zoning, planning and environmental approvals for development of the Property and the surrounding portions of Julington Creek Plantation. Builder agrees to take title to the Property subject to and be bound by the site plans, variances and other materials heretofore filed or issued with respect to the

platting of the Property, if any. Builder shall duly execute any further documentation presented to Builder to specifically evidence such consent.

In the interest of creating a well planned community where there exists effective control of common areas, compatible uses of individually owned property, and efficient use of all lands, Seller has caused the following to be recorded in the Public Records of St. Johns County, Florida; Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. as recorded in Official Records Book 1004, page 1823 of the public records of St. Johns County, Florida and the Supplemental Declaration to Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. (Willow Pond-Phase I) recorded in Official Records Book 1010, page 1074 of the public records of St. Johns County, Florida. Builder hereby agrees to take title to the Property subject to such declarations, as now or hereafter amended and/or supplemented of record (together, the "Community Documents"), and to abide by and comply with the provisions and intent thereof, and shall, upon request of Seller, execute any further documentation presented to Builder to specifically evidence such agreement.

(b) The Property is part of the Julington Creek Plantation Development of Regional Impact (the "DRI"). Development of the Property is governed by a development order (the "Development Order") which has been adopted by St. Johns County, Florida under Resolution No. 82-37, as amended in Resolution No. 93-159 (as same has been or may hereafter be amended from time to time). Builder does hereby acknowledge and it is bound by the Development Order and its conditions, in addition to any and all architectural reviews which may be required pursuant to the Development Order, Community Documents and this Agreement. Builder shall give notice to subsequent owners and developers of the Property that they are similarly bound.

In connection with the construction of the Builder's Intended Improvements and thereafter, Builder shall not, without the prior written consent of Seller (which consent shall not be unreasonably withheld or delayed): (i) make any submissions to, nor meet with, any governmental authority for the purpose of changing or modifying any existing zoning, plat, site plan, DRI Master Plan or other development plan filed with any such authority; (ii) file any new plat, site plan, or other development plan with respect to the Property with any governmental authority; or (iii) except for changes which are consistent with the "Plans" as provided for herein, make any request or submission which requires discretionary action on the part of any governmental authority. Any disapproval of Builder's actions hereunder by Seller shall be in writing and given within fifteen (15) days after request, together with the specific reasons for the disapproval. Failure to timely disapprove in writing with reasons specified shall automatically be deemed an acceptance of the request. Duplicate copies of all intended submissions, applications, written communications and requests shall be submitted to Seller for such prior review, and, if Seller consents to same, Seller shall thereafter be informed of all dates and times for meetings between Builder and the appropriate governmental personnel, and Seller shall be entitled to have a representative present at all such meetings. Notwithstanding and in addition to any and all other provisions contained in this Agreement, Builder agrees that it will not do any of the following, which might have an adverse impact on the potential development of any portion of Julington Creek Plantation lying outside of the Property: (A) rezone all or a portion of the Property; (B) change the use or contemplated use of all or a portion of the Property; or (C) change the density of all or a portion of the Property. The foregoing agreement of Builder is

made in recognition of the fact that Seller, as a material inducement to selling the Property to Builder, insisted that Builder agree that it would not do, permit, fail to do or fail to permit anything that might adversely impact Seller's development of any portion of Julington Creek Plantation outside of the Property and, but for such agreement, Seller would not have sold the Property to Builder. Builder agrees that in the event that Seller applies for or requests a special use, variance or other zoning change with respect to any portion of Julington Creek Plantation, Builder will raise no objection to such application, as long as such special use, variance or zoning change does not substantially adversely affect the Property or Builder's Intended Improvements on the Property for the construction and development of single family residences. Anything to the contrary notwithstanding, the foregoing shall not in any way be deemed to require the Seller's consent, further review or participation in any submissions, meetings or other contacts with governmental authorities with respect to obtaining building permits and other approvals and permits necessary for construction of Builder's Intended Improvements in accordance with the approved Plans.

(c) Builder acknowledges that St. Johns County, and other duly constituted governmental authorities may at any time in the future, further regulate and restrict the use of the Property; the character, location, size, and use of improvements to be constructed thereon; the preservation of trees; the disposition of earth; and, other matters relating to the development and use of the Property. Builder hereby covenants and agrees that it will strictly observe and comply with all governmental regulations and restrictions as may be applicable from time to time to the Property or any part thereof, whether in effect on the date hereof or on any date subsequent hereto; provided that the foregoing shall not limit Builder's rights to contest the applicability of same to the Property or to seek a variance therefrom. Builder further agrees that if it is hereafter requested by any governmental authority, public utility or the Seller, it will grant easements and/or rights-of-way for the installation and maintenance of public utilities and other services, including, but not limited to, telephone lines, power lines, gas mains, water mains, sewer and drainage mains and facilities, and cable television lines, provided that said easements and/or rights-of-way do not interfere with the siting of Builder's Intended Improvements in accordance with the Plans approved therefor, nor the construction thereof in accordance with such Plans and Builder agrees to execute such documents as may be reasonably required to evidence Builder's agreements as set forth in this paragraph and to impose similar covenants and requirements in any agreements entered into between Builder, its permitted grantees, and mortgagees (except as hereinafter set forth with respect to "Ultimate Consumers").

(d) Builder shall be responsible for, and shall pay to Seller within five (5) days following written demand therefor, the cost of:

(i) relocating and replacing, or repairing damage to any site improvements made to the Property by Seller, if any, including, without limitation, any water lines, storm sewers, sanitary sewers, grade stakes, surveyors' markers, curbs, sidewalks, hydrants, valves and water meter boxes, storm and/or sanitary sewer connections, electric cables, transformers, telephone and cable television lines and appurtenances, sidewalks, drainage structures, landscaping and sodding, and any other part of the Property, and any improvements made thereto, after the same have been installed, where any such relocation, replacement, or repair is required by the location of Builder's Intended Improvements on the Property or any negligent action or omission of Builder, or any of its agents, employees, workmen, or contractors; and

(ii) relocating and replacing or repairing any improvements located outside the Property, whether owned by Seller, others, or designated as Common Areas for Julington Creek Plantation, including all roads and paths where such relocation, replacement or repair is required by the location of Builder's Intended Improvements on the Property, or any negligent action or omission of Builder, or any of its agents, employees, workmen, or contractors. In the event that any such cost is incurred, or Builder fails at any time after reasonable notice and demand to carry out its obligations hereunder, Seller is authorized to relocate, replace or repair, and to otherwise carry out the obligations of Builder as aforesaid, as Seller in its reasonable discretion may deem necessary, and Builder shall thereupon immediately upon demand reimburse Seller in full for all such costs.

(e) Builder agrees to keep all road rights-of-way in Julington Creek Plantation reasonably clear of its (and its agents', contractors' or subcontractors') machinery, equipment, building materials, debris, and earth so that the employees, agents, or contractors of Seller, and all other persons, may proceed with the installation of utilities and service and with any other lawful work or occupancy without interruption and in a condition suitable for marketing. If it shall be necessary for Seller to clear such rights-of-way by reason of noncompliance of Builder with this covenant, Seller shall provide notice of same to Builder and in the event Builder does not cure same with all due diligence and expediency, the Seller may undertake such clearing and cleaning, and the cost of same shall be borne by Builder and paid to Seller within five (5) days following written demand therefor. Builder further agrees not to obstruct any granted utility or right-of-way easement to the Property, nor to impede access by governmental authorities, utility companies or Seller, or their respective contractors.

(f) Except for the initial water and sewer connection charges as described in paragraph 9, Builder shall be solely responsible to make and pay for all connection and hookup applications for electric, telephone, and other utility service to the Property, and Builder shall be solely responsible for performing all work and paying all costs and fees necessary or incident to connecting or hooking up to any existing service lines to the Property other than those required to be paid by Seller pursuant to the Purchase Agreement. In the event all or any portion of such costs or fees has been prepaid or advanced by Seller, the same shall be immediately reimbursed to Seller by Builder within five (5) days after demand for same by Seller based on the rates paid by Seller. All utility lines (and cable television lines, if applicable) shall be installed underground.

(g) It shall be Builder's sole responsibility to fill, grade and swale the Property to assure proper on-site drainage consistent with all governmental approvals and regulations.

(h) Builder agrees to keep the Property in a reasonably neat and orderly condition during construction of all improvements thereon and will comply with all reasonable requests made by Seller or any governmental agency with respect to the appearance of the Property during construction. Builder further agrees that the quantity of and manner of storing all supplies, blocks, lumber, and other building materials to be used for construction of improvements to the Property shall be stored only in such areas as may be reasonably approved by Seller (such approval to be given within no more than three (3) days following request and any disapproval to be in writing and specifying the reasons therefore or the request shall automatically be deemed approved), and Builder will remove all construction debris around the

construction area upon completion of construction. Builder also agrees that its vehicles and the vehicles of any of its contractors, agents, or suppliers will follow only such routes of egress and ingress to the Property as may be reasonably designated by Seller, and that at all times the roadways of Julington Creek Plantation shall be kept free of waste and debris caused by Builder's construction. No weeds, underbrush or other unsightly growths shall be permitted to remain upon the Property, and no waste, trash, refuse or unsightly objects shall be allowed to remain anywhere on the Property. All garbage and trash must be placed in wire mesh containers during the period of construction.

(i) Builder agrees to comply with the hours of construction and delivery as herein set forth:

Monday - Friday	7:00 a.m. to 7:00 p.m.
Saturday and Sunday	10:00 a.m. to 6:00 p.m.

(j) Builder understands that Seller has filed an application to create a Community Development District under Chapter 190, Florida Statutes. Builder hereby consents to the creation of a Community Development District, including, without limitation, the Property and agrees to pay any and all taxes, fees and assessments made in connection therewith.

19. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, or mailed by certified mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Builder:

Attn: _____

With a copy to:

Attn: _____

If to the Seller at:

Atlantic Gulf Communities Corp.
2601 South Bayshore Drive
Miami, Florida 33131
Attn: Marcia H. Langley, Esquire

With a copy to:

Atlantic Gulf Communities Corp.
1111 Durbin Creek Blvd.
Jacksonville, Florida 32259
Attn: J. Thomas Gillette, III, Vice President

Notices personally delivered shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mails.

20. Risk of Loss. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing, Seller shall have the option of either: (i) canceling this Agreement and receiving the return of the Deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations set forth in paragraphs 8 and 13 above, or (ii) Seller may proceed with Closing in which case Builder shall be entitled to all condemnation awards and settlements, if any.

21. Memorandum of Agreement.

At Closing, Seller and Builder shall enter into a Memorandum of Agreement in the form attached as Exhibit "B" which, may, at Seller's option, be recorded in the Public Records of St. Johns County, Florida, and the provisions thereof are intended to, and shall, survive the Closing and delivery of the deed of conveyance.

22. Miscellaneous.

(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 given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorney's fees and court costs at trial and all appellate levels and in bankruptcy court.

(d) 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.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time is of the essence of this Agreement. Any references herein to time periods less than three (3) days, shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall be deemed extended until 5:00 p.m. of the next full business day.

(g) For the purposes hereof, "Force Majeure" shall mean and refer to any Act of God, earthquake, hurricane, flood, riot, war, order of civil or military or naval authority, fire, strikes, extraordinary weather conditions, labor disputes or any other course of events reasonably beyond Builder's control. In the event of any such incident of Force Majeure, Builder shall immediately advise Seller of the commencement of the Force Majeure, and thereafter promptly notify Seller when the problem resulting in the Force Majeure is resolved; and, all time periods

shall be extended for the period of time for which the act of Force Majeure existed and actually affected the construction of Builder's Intended Improvements. Any failure of Builder to timely advise Seller of an event of Force Majeure as aforesaid shall be deemed a waiver by Builder of any right to claim Force Majeure with respect to such event.

(h) 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 provision hereof.

(i) This Agreement, any Exhibits and/or addenda 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. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

(j) This Contract is made for the sole benefit and protection of Seller and Builder and no other persons shall have any right of action hereunder.

(k) Seller shall in no way be deemed under this Agreement to be a partner or venturer with Builder in the conduct of Builder's business nor shall Seller be responsible for any debts incurred, actions taken or omissions made by Builder.

(l) All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

(m) The waiver of any breach or default under the terms of this Agreement shall not be deemed to be nor shall the same constitute a waiver of any subsequent breach or default.

(n) The provisions of this paragraph 22 shall survive Closing and delivery of the deeds coextensively with any other surviving provisions of this Agreement.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed in the presence of:

(As to Seller)

SELLER:

ATLANTIC GULF COMMUNITIES CORPORATION

By: _____

Its: _____

BUILDER:

BY: _____

Its: _____

LIST OF EXHIBITS

Exhibit "A" - Architectural Control Guidelines - Willow Pond - Phase I

Exhibit "B" - Memorandum of Agreement

Exhibit "C" - Addendum for Ultimate Consumer

EXHIBIT "A"

Architectural Control Guidelines

Willow Pond - Phase I

EXHIBIT "B"

Form of Memorandum of Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT
Third Replat in Julington Creek Plantation Unit One
Willow Pond - Phase I

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____, 1993, by and between **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida ("Developer"), and _____, a Florida _____ ("Buyer").

RECITALS:

Developer is the owner and master developer of a planned community in St. Johns County, Florida, commonly known as "Julington Creek Plantation", as defined in that Development Order which has been adopted by St. Johns County, Florida, under Resolution No. 82-37 and as amended under Resolution No. 93-_____ (as same has been or may hereafter be amended from time to time) (hereinafter the "Development Order"). Developer has on this date conveyed to Buyer that certain parcel of land located within Julington Creek Plantation, St. Johns County, Florida, more particularly described as follows:

Lot _____ Block _____ Third Replat in Julington Creek Plantation Unit One, as recorded in Map Book 27, Pages 15 and 16, of the Public Records of St. Johns County, Florida (the "Property")

Buyer acknowledges and agrees that a material inducement for Developer entering into the Purchase and Sale Agreement between the parties is Buyer's agreement to purchase the Property with the intention of development by Buyer of single family lots and residence(s) and not for purposes of speculation and/or resale of raw land, as more particularly set forth in the Purchase and Sales Agreement between Buyer and Developer the terms of which are incorporated herein by reference.

Accordingly, Buyer agrees to commence construction and at all times thereafter, to continue to completion of construction in a good and workmanlike manner and with reasonable diligence all in accordance with the Purchase and Sale Agreement.

Notice is hereby given that the construction of any and all improvements to the Property must be in compliance with all terms and conditions of the Purchase and Sale Agreement, and this Memorandum is intended to place the public on notice of inquiry as to the specific provisions, terms conditions and covenants of the Purchase and Sale Agreement, which is incorporated herein by referenced with the same force and effect as if herein set forth in full. The receipt of a Certificate of Occupancy for the above described Property shall be conclusive evidence that the terms of the Purchase and Sale Agreement have been met, whereupon this Memorandum of Purchase and Sale Agreement shall be null, void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the day and year first above written.

Witnesses:

ATLANTIC GULF COMMUNITIES CORPORATION

Print Name _____

Print Name _____

By: _____
Print Name _____
Its President _____
(Corporate Seal)

Print Name _____

Print Name _____

By: _____
Print Name _____
Its President _____
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by _____, the _____ President of Atlantic Gulf Communities Corporation, a Florida corporation, on behalf of the corporation. He who is personally known to me/has produced _____ as identification.

Printed/Typed Name: _____
Notary Public - State of Florida
Commission Number: _____

[Notarial Seal]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by _____, the _____ President of _____, a Florida _____, on behalf of the _____. He who is personally known to me/has produced _____ as identification.

Printed/Typed Name: _____
Notary Public - State of Florida
Commission Number: _____

[Notarial Seal]

EXHIBIT "C"

Addendum for Ultimate Consumer

Willow Pond - Phase I

This is an addendum to the Contract for Sale and Purchase ("Contract") dated _____, 1993 between _____ ("Seller") and _____ ("Buyer") for the purchase of a home located on Lot ____, Block ____, Third Replat in Julington Creek, Unit One ("Property").

A. The Buyer acknowledges receipt of, by signature below, and agrees to be bound by the Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc., as supplemented and amended, and the Amended and Restated Articles of Incorporation and Bylaws and any Rules and Regulations and Architectural Control Guidelines of any association referred to in such documents, all as amended and supplemented from time to time (the "Community Documents"). Buyer acknowledges and agrees that title to the Property will be subject to the Community Documents and that in connection therewith Buyer will be required to pay assessments to the Julington Creek Plantation Property Owners' Association, Inc. in accordance with the budget for the applicable year, a copy of which is delivered to Buyer in connection with this contract.

B. The subdivision in which the Property is located (the "Subdivision") is a residential real estate development generally known and identified as a project within Julington Creek Plantation, of Atlantic Gulf Communities Corporation ("Atlantic Gulf").

C. Seller, and any related party (as hereinafter defined) are not co-venturers, partners, stockholders or affiliates of any kind of Atlantic Gulf and therefore Atlantic Gulf and any related party cannot be responsible for, or a guarantor or, performance by Seller of all or any of its obligations to purchase pursuant to this Contract or otherwise. Neither Atlantic Gulf nor any related party has made any warranty or representation with respect to performance by Seller of any of its obligations under such Contract or otherwise.

D. By execution of this Contract, Buyer acknowledges the foregoing and agrees that neither Atlantic Gulf nor any related party share any liability or obligation to Buyer related to or arising out of this Contract or otherwise, by reason of any failure by Seller to fully and adequately perform its obligations pursuant hereto or otherwise existing or alleged. Buyer further acknowledges and agrees that it has not, in entering into its Contract, relied upon any representations, oral or written, of Atlantic Gulf or any related party. For purposes of this Contract, "related party" shall mean any partner, whether general or limited, manager, owner, shareholder, parent, subsidiary or affiliate, including officers, directors, employees, agents, contractors, consultants and attorneys and any related party to all of the foregoing.

E. At the time of execution of this Addendum, the Property is a part of a Municipal Service Taxing Unit and Buyer hereby agrees to pay such assessments as and when they become due, which payments are incorporated in the St. Johns County tax bill.

F. Atlantic Gulf has filed an application to create a Community Development District pursuant to the provisions of Chapter 190, Florida Statutes. Buyer hereby consents to the creation of the Community Development District including, but not limited to, the Property and hereby acknowledges that Buyer shall be required to pay any and all taxes, fees and assessments due and payable to the Community Development District. Buyer further understands that the deed conveying the Property will contain a covenant running with the title to the Property which provides that by acceptance of title to the Property the grantee will be deemed to have consented to the creation of the Community Development District.

G. The Property is part of the Julington Creek Plantation Development of Regional Impact (the "DRI"). Development of the Property is governed by a development order (the "Development Order") which has been adopted by St. Johns County, Florida under Resolution No. 82-37, as modified in Resolution No. 93-159 (as same has been or may hereafter be amended from time to time). Buyer does hereby acknowledge that it shall be bound by the Development Order and its conditions, in addition to any and all architectural reviews which may be required pursuant to the Development Order, Community Documents and this Agreement. Further, Buyer understands and acknowledges that it shall give notice of the Development Order to any owners or developers of the Property.

IN WITNESS WHEREOF, the undersigned hereby execute this Addendum.

BY:

Its

"SELLER"

Its

"BUYER"

ATLANTIC GULF
C O M M U N I T I E S

J. Thomas Gillette, III
Vice President and General Manager

Julington Creek Plantation
1111 Durbin Creek Boulevard
Jacksonville, FL 32259
904/287-4180 • Fax 904/287-0279

April 8, 1994

Re: Julington Creek Plantation
Community Development District

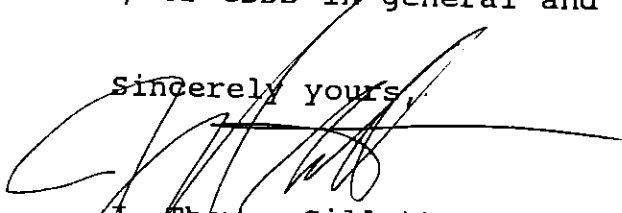
Dear New Purchaser:

We realize you have already consented to inclusion of your property in the Julington Creek Plantation Community Development District, but we want you to know that a formal hearing has been scheduled by the State on our request to create the District.

The hearing, to be conducted by a State hearing officer, will commence at 9:30 a.m., Friday, May 6, 1994, at the County Commission Chambers (Auditorium), St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida. A copy of the petition requesting creation of the District is available for inspection in the Office of the Clerk of Courts in the St. Johns County Administration Building.

As we have previously explained, the purpose of this District is to finance and construct certain roads and other improvements required by St. Johns County to serve the Julington Creek Plantation planned community, and to provide maintenance for the proposed main recreation center, drainage areas and electricity for street lighting. To give you more information, we have enclosed an explanation, in question-and-answer form, of CDDs in general and this District in particular.

Sincerely yours,


J. Thomas Gillette, III

JTG/sh
Enclosure

**JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

GENERAL INFORMATION

St. Johns County and the Julington Creek Plantation Community Development District ("District") have compatible interests. The District will *reinforce and implement* previous County decisions for the building of Julington Creek Plantation, a planned community. The District is a governmental unit, a perpetual entity that serves the specific needs of its community and St. Johns County.

Here, in question-and-answer form, is an explanation of community development districts in general and the Julington Creek Plantation Community Development District in particular:

Q. What is a CDD?

A. A community development district ("CDD") is a special-purpose unit of local government. It is authorized by State law and may be created only after evidence which proves the need for the CDD is presented in a formal hearing. Because of the size of this particular CDD, the final decision to create it must be made by the Governor and Cabinet.

Q. What powers does a CDD have?

A. A CDD is granted limited statutory powers by the Legislature to plan, construct, acquire, operate, finance and maintain community-wide public improvements. A CDD does not limit or affect a county's powers over law enforcement, planning and zoning, building codes, health or other responsibilities.

Q. Why do we have CDDs and how many are there in Florida?

A. Because the Legislature decided in 1980 that Florida needed more tools to provide roads, parks, sewers, drainage facilities and other improvements in growing areas. At last count there were about 45 CDDs throughout the state.

Q. Who will be in charge of the District at Julington Creek Plantation?

A. A Board of Supervisors will set District policies. The initial members will be appointed by the Governor and Cabinet when the District is created. A statutory formula will transfer control of District governance to the residents on a prescribed schedule. The Board of Supervisors will be required to meet "in the sunshine" and to file public financial disclosure statements.

Q. How will the District be managed?

A. The Board of Supervisors will select an independent manager to run the day-to-day operations of the District. In addition, the District will have its own legal counsel, district engineer, and financial advisor.

Q. What specific work is the District planning to perform?

A. The District plans to provide road improvements or funding for work on portions of S.R. 13, Racetrack Road, and Russell Sampson Road. Also, it plans to fund the electricity for arterial street lights within the District, to build and operate a community recreation center, and to maintain the master water management system (drainage) and wetlands conservation areas for the Julington Creek Plantation planned community.

Q. How will the District pay for the improvements it will build?

A. Like other governments, the District will sell revenue bonds to raise money for its capital program. These bonds will be paid off over time through assessments against property in the District. At the present time, Atlantic Gulf owns most of the property, so it will pay most of the assessments. The interest paid to the bond-buyers will be exempt from federal income taxes, so the District will be able to pay a lower rate of interest to its lenders.

Q. How will the District's costs be kept reasonable?

A. First, contracts must be competitively bid under State law. Second, the Board of Supervisors will be responsible for providing maintenance levels matched to District property owner and resident standards and their willingness to pay through assessments and/or fees.

Q. Will the District be allowed to impose property taxes?

A. The District may levy ad valorem taxes on real property, but only after the residents have taken total control of the Board of Supervisors by electing its members.

Q. How will the District's assessments be collected?

A. The District will enter into an agreement with the St. Johns County Tax Collector to collect the District's assessments. The assessment will be listed separately from ad valorem taxes levied by the County or the School Board, and only to be levied on those owning property in the District. The District will pay a collection fee.

#

HOPPING BOYD GREEN & SAMS

ATTORNEYS AND COUNSELORS

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R. SCOTT RUTH
JULIE ROME STEINMEYER

OF COUNSEL
W. ROBERT FOKES

April 20, 1994

BY FAX

Mr. Daniel J. Bosanko, Esq.
Assistant County Attorney
St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32095

Re: Julington Creek Plantation Community Development District

Dear Dan:

As we discussed, this letter supplements our letter to Mr. Meiszer dated April 11, 1994 which responded to a number of questions raised by staff in its review of the above-referenced petition.

After talking with your special counsel, Mr. Ken van Assenderp, we agreed that a clarification to paragraph 10 was appropriate. Our response should read as follows:

"10. Petitioner has not uncovered any local, special or particular problem with respect to the statutory and regulatory requirements for the contents of the petition or with regard to the information relating to the factors set forth in Section 190.005(1)(a), Florida Statutes, as applied to the powers in Section 190.012(1), Florida Statutes." (additional language is underlined).

With respect to the matter of consent to the exercise of recreational powers by the district, Ken is out of town and has not yet had an opportunity to call me to discuss this issue. As I explained yesterday, in my view, the county can grant its consent at this time for the district to exercise this special power.

In my experience, consent has been granted by the local government in a number of ways. In Brevard County, the county has granted CDDs recreational authority in two ways. In one case, consent was granted by resolution after establishment of the district (where recreational powers were not originally

Mr. Daniel Bosanko
Page 2
April 20, 1994

contemplated by the petitioner). In another, consent was evidenced in the ordinance establishing the district. In Seminole County, the county also granted consent in the district's establishment ordinance. In Clay County, consent was granted in an amendment to the development order. Except in the first case in Brevard County, the petitioner/landowner/developer, not the CDD board, was the entity seeking consent for recreational authority for the district.

In this case, the petitioner is seeking recreational authority for the district. In my view, the Julington Creek Plantation CDD board will have and may rely upon the consent granted by the county in the proposed resolution of support. From the petitioner's viewpoint, it is important to know that the county supports this request for recreational authority. It would also seem to be an unnecessary expenditure of time and money to have the district come back again to the county for this approval in a process that is undefined. Therefore, we ask that Mr. van Assenderp's suggested language not be added to the resolution.

Finally, this morning I spoke with Gail Oliver regarding the legal description. We have agreed to revise the legal description to remove all references to any plats in the preamble. England Thims and Miller is preparing a revised preamble that will only reference section, township and range. This will eliminate any possible confusion with respect to the status of any plat at any point in time. Ms. Oliver indicated that this revision would take care of her concern.

As always, if you have any questions, please feel free to call. I look forward to seeing you next week.

Sincerely,


Cheryl G. Stuart
David L. Powell

St. Johns County Board of County Commissioners

NICHOLAS M. MEISZER
County Administrator

P.O. DRAWER 349
SAINT AUGUSTINE, FLORIDA
32085-0349



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MEMO

DATE: April 21, 1994
TO: Board of County Commissioners
FROM: Mr. Nicholas M. Meiszer, County Administrator
RE: Julington Creek Community Development District Staff Report

This report was generated by the Planning staff; Dan Bosanko, Assistant County Attorney; and Special Counsel, Kenza van Assenderp.

Atlantic Gulf Communities Corporation has filed a petition with the Florida Land and Water Adjudicatory Commission (FLAWAC) requesting adoption of a rule to establish the Julington Creek Plantation Community Development District pursuant to Chapter 190, Florida Statutes and Chapter 42-1, Florida Administrative Code. The Julington Creek Plantation Community had approved the development as a Development of Regional Impact by Resolution 82-37 which was later amended by Resolution 93-159.

Atlantic Gulf submitted a copy of the Community Development District petition to St. Johns County for review and recommendation to FLAWAC. The County has three options: support the District, recommend denial, or remain neutral.

The District, special purpose local government, intends to issue revenue bonds for the construction of certain road improvements, lighting, and one major recreational facility as well as maintain the surface water management (drainage) system, and wetlands/conservation areas within its boundaries. The revenue bonds will be paid off through special assessments against property in the District or through user fees. County-owned lands within the District will not be assessed. The petition includes a description of the District, location, legal description, powers, composition of the first Board of Directors, voting members, land uses within and abutting the

proposed District, existing major trunk water mains and sewer interceptors and outfalls, timetable and estimated costs of planned District improvements, and an Economic Impact Statement.

The Petition was submitted March 2, 1994 and additional materials were submitted by Atlantic Gulf April 11, 1994, April 14, 1994, and April 20, 1994. These submissions were reviewed for completeness and sufficiency from the County's perspective in addressing the requirements of the "Uniform Community Development District Act of 1980" Chapter 190, Florida Statutes," and Chapter 42-1, Florida Administrative Code as well as the impact of the District upon the County.

Review of the Petition

A. Property Description

As required by the Rule, a metes and bounds description of the external boundaries was provided. In response to the Engineering Department, the Petitioner on April 20, 1994 has agreed to delete an incomplete list of record plats referenced in the metes and bounds preamble.

It is noted the boundaries of the Development District are not consistent with the boundaries of the Development of Regional Impact. (These boundaries are not required to be consistent.) Seven parcels within the DRI which are already developed or which have requested not to be included in the District are excluded from the District boundary. The Petitioner provided a colored map which depicted the excluded parcels.

The Petitioner corrected acreage figures of the District which was changed from 4125 acres to 4119 acres. The pre-file testimony will include it as a correction to the application and a new corrected Exhibit will be included.

B. Written Consent

Special Counsel recommended the staff check that the executed consent and joinder documents were based on ownership. Because of limited resources in a limited time frame, the ownership records were not reviewed. However, any approval of the Petition by the County is conditioned on the accuracy of all information and statements supplied in the Petition and subsequent submissions.

The County requested the Petitioner to notify existing landowners within the proposed District of the forthcoming FLAWAC Hearing May 6, 1994 by direct mail and include a summary of the District, its plans for Bonds and assessments. The County also requested the same summary be provided to future/prospective landowners. The petitioner has agreed. The letters are in addition to the required public notices published once a week for four consecutive weeks prior to the hearing.

C. Designation of Board Members

In response to the County, the Petitioner disclosed the proposed members of the Board of Supervisors and their relationship to the Petitioner. They are as follows:

Supervisor =====	Relation to Petitioner =====
Kimball D. Woodbury	V.P. Planning and Project Mgmt.
David A. Branson	Formerly Ast. V.P. Planning, Finance
John F. Fischer	V.P.-- Ast. Treasurer
M. Thomas Gillette III	V.P.-- General Mgr. Julington Creek
Terrell R. Jones	Ast. V.P. -- Land Inventory

This Board serves until a new Board is elected within the District on a one-acre, one-owner vote.

D. Map Showing Identified Infrastructure (Water and Sewer)

The Julington Creek Plantation Development is within the franchised service area of the General Development Utilities, Inc. which is currently supplying service to the existing development within the Julington Creek Plantation area. A franchised Utility is required to provide service within its franchise. The Rule requires a showing of existing and any proposed major water mains, sewer outfalls and interceptors; the Petition only showed existing facilities.

The Petitioner was asked to provide the information for the proposed facilities. The Petitioner responded by stating the Secretary of FLAWAC found the Petition complete. Staff did not request additional information on this subject.

E. Construction: Proposed Timetable; Estimated Costs

The list of construction projects and proposed timetable include road improvements and the proposed Recreation Center.

The road construction projects are those required by the Julington Creek Plantation Development of Regional Impact Development Order, Resolution No. 93-159 which amended and restated Resolution No. 82-37 and are within the timeframes stipulated by the Development Order.

F. Designations of Public and Private Use under the St. Johns County Comprehensive Plan

The public and private land uses within the area of the proposed District, their future general distribution, location, and extent of the uses are not inconsistent with the Future Land Use Element and Map of the St. Johns County Comprehensive Plan, 1990-2005, as updated and amended.

G. Economic Impact Statement

The Petitioner was questioned on the emphasis given to financing the specified projects versus the management function of a District which implements management/planning decisions to provide infrastructure through financing mechanisms. If financing is the major thrust, Special Counsel questioned the reason for the Petitioner requesting the County to terminate the existing Municipal Service Taxing Unit as opposed to expanding the MSTU to include other infrastructure so that tax-free municipal bond financing can be used through amortization by non-advalorem special assessments. The Petitioner was also asked the reasons that the Petitioner did not consider either an independent special district pursuant to Chapter 189 Florida Statutes or a specialized dependent district under Section 125.01(5), Florida Statutes.

In its response, the Petitioner replied the District intended to maintain and operate the drainage system, pay the cost of street lighting, construct, operate and maintain the main recreation center. The Petitioner also replied that financing under the MSTU or specialized dependent district paid by non-advalorem special assessments would count against the County's borrowing capacities. The Petitioner questioned whether Chapter 189 F.S. provided the necessary authority for legislative creation of a special district by special act.

The Economic Impact Statement did not identify the economic consequences of not adopting the rule; nor did it identify the impact of terminating the MSTU on the CDD and to the parcels

excluded from the CDD. An additional issue concerns the potential impact on the County's political ability to levy taxes in the face of special assessments being raised in the CDD.

H. Petitioner Request to Terminate the MSTU

The Petitioner has specifically requested the termination of the MSTU. The Petitioner explained that if the MSTU were terminated, the excepted areas now covered by the MSTU but excluded from the CDD could receive services through the Property Owners Association. An MSTU could also exist along with a CDD.

The Petitioner proposes the District, once established, will request the termination of the viable-size MSTU and replace the MSTU with the CDD. The MSTU's remaining area will be reduced to seven parcels, presumably not a viable size to support an MSTU. The Petitioner has proposed that the services in the seven parcels could be assumed by the Property Owner's Association. The economic impact to the seven parcels has not been presented nor has the impact on the CDD been addressed. The Property Owners Association will not have access to tax-free bonding capabilities. The BCC will consider the request by the CDD to terminate the MSTU at a future hearing.

I. The Discovery of Any Local, Special, or Particular Problem

Special Counsel asked whether the Petitioner has uncovered any local, special, or particular problem and, if so, have they been resolved with respect to each statutory and regulatory requirement for the contents of the Petition, and also with regard to the Petitioner's review of information relating to the six statutory factors.

The Petitioner responded in its letter of April 20, 1994: "Petitioner has not uncovered any local, special or particular problem with respect to the statutory and regulatory requirements for the contents of the petition or with regard to the information relating to the factors set forth in Section 190.005(1)(e), Florida Statutes, as applied to the powers in Section 190.012(1), Florida Statutes."

J. Request for Special Power to Exercise Recreational Improvements

If the County recommends approval of the Petition, the Petitioner is requesting the County to approve in the Resolution Supporting the Establishment of the District the exercise by the District of all special powers pursuant to Section 190.012(2)(a), Florida Statutes, necessary to finance, construct, own, operate, and maintain parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

According to Special Counsel, only the District has authority to request the special powers after the District has been established. Accordingly, the request has not been included in the Resolution supporting the establishment of the District.

Review of Six Statutory Factors

The following six factors are considered by FLAWAC in making a determination to grant or deny a petition for the establishment of a CDD. These factors were reviewed from the County's perspective.

1. Whether all statements contained within the petition have been found to be true and correct.

If the County recommends approval of the petition to FLAWAC, approval should be conditioned upon the accuracy of all information and statements supplied in the Petition and subsequent submissions.

2. Whether the creation of the District is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

The applicable Elements of the St. Johns County Comprehensive Plan, 1990-2005, Resolution 90-53 as amended, were reviewed and the establishment of the CDD is not inconsistent with any relevant or material portion or element of the Comprehensive Plan.

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

The metes and bounds description for the District is being revised by the Petitioner to change the District acreage figure from 4125 acres to 4119 acres. The location of the District is in northwest St. Johns County north and south of Racetrack Road just south of Julington Creek and east of SR 13 for approximately 4.5 miles. As displayed on Exhibit 5 there are six out parcels which were excluded from the DRI and which were excluded from the CDD; there are an additional seven parcels excluded from the CDD which are located within the DRI boundaries. These six and seven parcels are now covered by the MSTU. Except for these 13 parcels, the boundaries of the District are compact and contiguous and of sufficient size to have a functional community. The question of the termination of the MSTU will be addressed in a separate hearing by the BCC.

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

The staff could not conclude from the Petition that the CDD is the best alternative available for the delivery of services and facilities to the area that will be served by the District. Staff concludes that the District is a viable alternative.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

The staff concludes the services and facilities proposed by the District will not be incompatible with the capacity and uses of: drainage which will be provided by developers in compliance with the rules and regulations of the appropriate State agencies and the County and maintenance which will be provided by the District; roads since the impact of the Julington Creek Plantation Development on the roads were previously addressed in the DRI and mitigation was negotiated.

6. Whether the area that will be served by the district is amenable to separate special-district government.

Staff concludes the area served by the proposed District is amenable to separate special-district government. However, the impact of excluding seven parcels from the CDD and

possibly terminating the MSTU which now covers these parcels has not been addressed. Nor has the impact on the CDD been addressed.

Conclusions

Factors which would favor the establishment of the CDD are:

1. The Julington Creek Plantation Development DRI was required to construct or finance specified road improvements. If the CDD is approved, the CDD would accelerate the construction of the road improvements earlier than would occur if based on defaulting levels-of-service standards.
2. The CDD's assessments for improvements are levied by the appointed Board of Supervisors. The CDD cannot levy tax millage until the Supervisors are elected. Such millage is not included in the County's 10 mil cap.
3. The establishment of the CDD is not inconsistent with any relevant or material portion or element of the St. Johns County Comprehensive Plan, 1990-2005 as amended. Further, Chapter 190 Florida Statutes stipulates that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a CDD. Additionally a CDD shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general purpose government.

c:cdd4



**NICHOLAS M. MEISZER
COUNTY ADMINISTRATOR**

JULINGTON CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT

I. Background

Petitioner, Atlantic Gulf Communities Corporation ("Atlantic Gulf" or "Petitioner"), a Florida corporation, with its principal place of business at 2601 South Bayshore Drive, Miami, Florida, whose counsel are Cheryl G. Stewart and David L. Powell, Hopping Boyd Green & Sams, 123 South Calhoun Street, P. O. Box 6526, Tallahassee, Florida 32314 and whose agent is J. Thomas Gillette, III, 9965 Richfield Drive, Jacksonville, Florida 32257.

Chapter 190, Florida Statutes, further provides that Districts of 1,000 acres or more may be established for the particular land area within the jurisdiction of St. Johns County by promulgation of a rule by the Governor and Cabinet sitting as the Florida Land and Water Adjudicatory Commission ("FLAWAC").

Petitioner proposes, and has petitioned FLAWAC, to establish such a District on approximately 4,125 substantially contiguous acres in the unincorporated area of St. Johns County in order to provide systems, facilities, services, and basic infrastructure to the Julington Creek Development of Regional Impact approved by the Development Order of the Board of County Commissioners by Resolution 82-37 dated 23 March, 1982, as amended and replaced by Resolution 93-159. The land area is bounded by low density residential development and Julington Creek to the north, agricultural lands and low density residential development to the south, and low density residential development to the west. The lands within the District are largely undeveloped except for an existing 18 hole golf course. The area proposed for the establishment of the Community Development District is shown on the attached Exhibit 5. Areas excluded from the proposed District are cross hatched; these areas consist of 10 parcels which total approximately 238 acres.

Section 190.005(1)(c), Florida Statutes, authorizes the Board of County Commissioners of St. Johns County, upon receipt of the petition to establish the proposed Julington Creek Plantation Community Development District by rule by FLAWAC, to exercise its discretion whether to conduct an

optional public hearing in the courthouse. The purpose of the hearing is to consider the relationship of the petition to the six factors specified in Section 190.005(1)(e)1-6, Florida Statutes. See Item III below for the six factors. At the end of the hearing, the Board of County Commissioners may by resolution express support or objection or remain neutral to the granting of the petition by FLAWAC to promulgate the rule establishing the proposed District.

Any resolution objecting to the granting of the petition must base any objection or objections on information related to the six factors. The Board of County Commissioners of St. Johns County may have its resolution presented before the Florida Land and Water Adjudicatory Commission rule making hearing in Tallahassee under Section 190.005(1)(e), Florida Statutes. The Board of County Commissioners is also afforded an opportunity to present any information it deems germane, relevant, or material in support of its resolution regarding the petition.

Accordingly, the purpose of the optional local public hearing by the Board of County Commissioners is not to establish the District by ordinance. Rather, it is to make a policy decision whether to remain neutral, oppose or support the establishment of the District by rule by the Governor and Cabinet and whether to adopt a resolution.

The District

If the District is ultimately established, it shall be served by an initial Board of Supervisors elected for the first six years of the duration of this District on a property-based franchise (one-acre, one-vote). By operation of law, in time, when certain thresholds are met, the members of the Board of Supervisors are then elected eventually on a one-person, one-vote basis.

If established the District will be an independent, special purpose local government for the express single purpose of managing and financing the delivery of infrastructure, short term and long term, to the Julington Creek Community Development, but in a manner that shall always be subject to, shall comply with, and shall not be inconsistent with, the conditions of the county development order, the county

comprehensive plan, and related matters regulating development of the property and use of the land. The District is subject to various procedural limitations including ethics in government, disclosure, conflict of interest requirement, noticed meetings, government in the sunshine, general accounting and reporting requirements to local and state agencies, competitive bidding, consultants competitive negotiations procedures, and related matters. The District will also be subject to substantive limits discussed above as to the state and local comprehensive plan and all related development orders and land development regulations governing the use of the land. The District is not a development.

All existing and future land owners within the District will have their properties subject to two different types of lienable local government revenue levied by the Board of Supervisors of the District pursuant to proper and constitutional procedures. The first type is an ad valorem tax and the second is non-ad valorem special assessments. Both of these sources of revenue can pay for various systems, facilities, and services the District is authorized to provide subject to its substantive and procedural limitations. The District is also authorized to levy non-lienable sources of revenue such as service or user charges. Finally, the District may issue general obligation bonds amortized by property taxes, revenue bonds amortized by service or revenue charges, and special assessment bonds by various names amortized by the levy of non-ad valorem special assessments by various powers. It is extremely rare for a community development District in Florida to levy property taxes. It cannot levy property taxes unless the Board of Supervisors consists of qualified electors and the members of the Board are elected by qualified electors. Moreover, there are severe limitations on the amount of millage that can be levied by the District. There is a three (3) mill limit, exclusive of debt service on bonds, for the District's operating purposes for its automatic infrastructure powers and a two (2) mill limit for its optional infrastructure powers. The amount of general obligation bonds outstanding shall never exceed 35 percent of the assessed valuation of the property.

The "charter" of the District is in the general law itself and may therefore be amended only by the legislature. The charter sets forth the general and special powers the

District is authorized to exercise as substantively and procedurally limited. The charter is in Section 190.006 through Section 190.041, Florida Statutes. If established by FLAWAC rule, the District shall automatically be authorized to exercise immediately its management and financing powers for water management and control, water and sewer supply, bridges, roads, and culverts, street lights, and any projects within or without the boundaries of the District either applied to the District by operation of law (as a condition on the developer under the development order) or pursuant to an inter-local agreement between the District and the county. Once established, the District may petition the County for authority to exercise additional charter powers including parks and recreational, cultural, and educational use facilities; fire control; school buildings and related structures; security; mosquito control; waste collection and disposal.

To date, petitioner has not indicated any desire to ask the District (when and if established) to come back to the county for the exercise of any of these additional powers. However, the District shall always have the authority to file such a petition.

The District's charter authorizes eminent domain power but under Chapters 73 and 74, F.S. if exercised outside the District boundaries, the prior approval by St. Johns County (or an applicable municipality) by resolution is required. There are other limitations in Section 190.011(11), F.S.

Such a District shall by law not outlive its practical usefulness. If it ceases to function within certain time limits, it will be dissolved. If at any time during the existence of the District, the Board of County Commissioners of St. Johns County shall determine by non-emergency ordinance that the county can provide any one or more of the District's systems, facilities or services in a more economical manner, at lower cost and with higher quality than the District, then the county may unilaterally take that system, facility, or service away from the District pursuant to a plan of termination and provide the service itself. When and if such a non-emergency take over ordinance is adopted, the District would then have a right to challenge it, if it so desires, in a circuit court of competent jurisdiction.

II. The Petition

The petition was filed on 12 March 1994 with FLAWAC and the \$15,000 processing fee was received by the BCC on 1 March, 1994. The petition had been submitted on 1 March, 1994. The petition has not been amended. The staff of the county and the petitioner had several coordinating meetings prior to and subsequent the filing of the petition. On 5 April, 1994 the staff posed some additional questions for additional information to the petitioner. As of 6 April, 1994 the petitioner has not filed its response.

III. Factors to be Considered in Relation to the Petition: the Policy Decision

The St. Johns County Commission is required by Chapter 190, Florida Statutes, to consider the following factors:

1. Whether all statements contained within the petition have been found true and correct.
2. Whether the creation of the District is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.
5. Whether the community development services and facilities of the District will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the District is amenable to separate special District government.

The duty of the Commission is to consider these factors by using information derived from the petition and its

V. Recommendation

It is recommended that the Board of County Commissioners of St. Johns County:

- A. adopt the attached resolution **supporting** establishment of the proposed Julington Creek Plantation Community Development District; or
- B. adopt the attached resolution **opposing** the establishment of the proposed Julington Creek Plantation Community Development District; or
- C. adopt the attached resolution **remaining neutral** on the establishment of the proposed Julington Creek Plantation Community Development District.

Caveat

If the county, subsequent to the adoption of a favorable resolution, receives additional information which could cause the Board of County Commissioners to revisit this policy decision to support the District, the county shall promptly communicate with the petitioner and shall reserve its right to proceed in any of the following establishment proceedings as authorized by law, notwithstanding the fact that the optional hearing shall have occurred.

Attachments: Resolutions
Exhibit 5
Attachment A

grm\jc\a:agendal

attachments, and any other information of record that is relevant and material, including any information presented before the Board of County Commissioners at the optional hearing. These factors are not legal permit requirements or licensing standards nor are they the basis for the Board to render any kind of a final order or judgment. The Board of County Commissioners of St. Johns County must use the information presented as a basis upon which to consider the relationship of the petition to the six factors.

The Board of County Commissioners (BCC) in making its policy decision whether to be neutral, to oppose with specifics, or to support the petition, and in considering the petition's relationship to the six factors, shall:

1. use and rely on the information relevant and material to establishment of the District as addressed in the six factors; and
2. determine whether any local site specific special problem is disclosed from the consideration of the relationship of the policies to the six factors; and
3. determine in good faith whether such a special problem can be resolved or whether it is a reasonable and germane basis to oppose or remain neutral to the granting of the petition.

IV. Summary of Supplemental Information

Attachment A consists of supplemental questions that have been submitted to the Applicant. Answers will be distributed after receipt or will be presented at the hearing.

V. Recommendation

It is recommended that the Board of County Commissioners of St. Johns County:

- A. adopt the attached resolution **supporting** establishment of the proposed Julington Creek Plantation Community Development District; or
- B. adopt the attached resolution **opposing** the establishment of the proposed Julington Creek Plantation Community Development District; or
- C. adopt the attached resolution **remaining neutral** on the establishment of the proposed Julington Creek Plantation Community Development District.

Caveat

If the county, subsequent to the adoption of a favorable resolution, receives additional information which could cause the Board of County Commissioners to revisit this policy decision to support the District, the county shall promptly communicate with the petitioner and shall reserve its right to proceed in any of the following establishment proceedings as authorized by law, notwithstanding the fact that the optional hearing shall have occurred.

Attachments: Resolutions
Exhibit 5
Attachment A

grm\jc\a:agendal

St. Johns County Board of County Commissioners

NICHOLAS M. MEISZER
County Administrator

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April 5, 1994

ATTACHMENT A

Cheryl G. Stuart, Esq.
David L. Powell, Esq.
Hopping, Boyd, Green & Sams
123 South Calhoun Street
P.O. Box 6526
Tallahassee, FL 32314

Re: County Optional Hearing: Proposed Julington Creek
Plantation Community Development District; Request
For Additional Information

Dear Ms. Stuart and Mr. Powell:

Regarding the above-styled petition, its attachments and related matters, it is not the responsibility of the Board of County Commissioners of St. Johns County to determine whether the petition is complete and sufficient. That duty lies with the Governor and Cabinet, sitting as the Florida Land and Water Adjudicatory Commission ("FLAWAC") because the land area involved is 1,000 or more acres in size. However, consistent with the duties and responsibilities of the Board of County Commissioners regarding the optional hearing under Sec.190.005(1)(c), F.S., the Board shall consider the petition in relationship to the six factors in Florida Statutes. To do so, the Board did review the petition and requires additional information in order to fulfill its responsibility to consider the petition in the light of the six factors in a fair, reasonable and reasonably-comprehensive manner.

Accordingly, please respond as requested to the following matters:

1. What is the relationship, if any, of the Board members proposed in the petition to the petitioner or to any other landowner? We realize that so long as petitioners are United States citizens and residents of Florida, they meet the requirements of law. However, we believe the Board of County Commissioners would be interested in this information.

2. Please confirm whether the petition, its attachments, and any work of your consultants or professional team leading to the advocacy conclusions in your petition have been based upon the legal authority and practical potential that at some point in the future the District would exercise any one or all of the special powers in Sec.190.012, F.S., or, alternatively, is the petition and its related work product based only on the potential exercise by the District of the proposed systems, facilities and services identified in both Exhibit 7 and in Table 1 of Exhibit 9?
3. Does petitioner contemplate asking the District, when and if established, to return to the Board of County Commissioners in the foreseeable future for the exercise of any of the powers set forth in Sec.190.012(2), F.S.?
4. Exhibit 9 appears inordinately to emphasize the financial benefits to the developer and certain consumers from the use by the District of its financing powers with regard to the construction of some of the infrastructure as identified in Table 1 of Exhibit 9. What is the basis for this emphasis on financing over the economic costs and benefits of the various management functions of this particular independent local government entity? Or, alternatively, please identify and discuss more fully the economic aspects of the exercise by this District of its various management functions as part of St. Johns County's growth management policies. Please identify the costs and benefits to the consumer of the three alternative financing mechanisms specified in the petition; include as variables, the costs of lots, ad-valorem taxes, non-ad valorem special assessments, and impact fees.
5. Paragraph One of the Petition states that "there is no real property located within the boundaries of the proposed District which is to be excluded from the District". In this regard, please explain how each of the areas labeled as Exceptions on Exhibit 2 to the Petition are not real property within the District boundaries that are excluded from the District.

Page Three

As to each property which is listed as an Exception on Exhibit 2 of the Petition, explain how they may benefit from the improvements and services of the proposed District and how, if at all, owners therein will equitably share in the cost of such improvements and services.

6. If financing is the primary purpose mechanism, why request termination of the existing municipal service financing unit as opposed to asking the County to expand it to include other infrastructure so that tax-free municipal bond financing can be used through amortization by non-ad valorem special assessments?
7. If financing of construction is the major concern, then why was the alternative of the special act's creation and establishment of a tailor-made and financing-oriented independent special district pursuant to Chapter 189 F.S., not contemplated, or alternatively, asking the County to set up by ordinance a specialized dependent district under Sec.125.01(5), F.S.?

If the existing MSTU is terminated how will areas which it covers which are not within the purposed District receive services and be amended as they are under the MSTU.

8. For your information, the County did go through a determination of completeness and sufficiency with regard to each element required of the petition by statute and rule from the perspective of the County and its duties as a general purpose local government to protect and promote the interests of its citizens. We respectfully point out that the text of your petition, regarding major water mains and sewer interceptors and outfalls in Exhibit 7, satisfy the statutory requirements but not necessarily, at first reading, the requirement of Rule Chapter 42-1, et. seq., F.A.C., to set forth the mains, interceptors and outfalls as may be proposed "by the District" (that is, in view of the inartful wording of the rule, whether petitioner contemplates asking the District, once established, to propose any such facilities). The petition volunteers additional information on these and related matters over and above that which is required by the statute, including information about the development which, in and of itself, is not relevant or material.

9. We also respectfully point out that the petition textual material and Exhibit 4 are not as clear as might be regarding designation of both public and private uses of land as authorized by the land use element of the County's comprehensive plan, as to future general distribution, location and extent. The County already knows this information and is reviewing the petition in the light of this information. However, for purposes of the remaining hearings leading to ultimate establishment by FLAWAC, these matters may need to be more fully and clearly disclosed.
10. Please advise, with regard to each statutory and regulatory requirement for the contents of the petition, and also with regard to your review of information relating to the six factors, whether you have uncovered any local, special or particular problem and, if so, how you have resolved that problem. The record, at best, ought to reflect that the use of information regarding the six statutory factors did look for and did not uncover any local, special or particular problems.

Is the petitioner willing to commit to providing all property owners and present and future potential property owners in the proposed district, a full description of the nature, purpose, and financial effect on property owners of the District. Will the petitioner prepare such disclosure and mail it and a hearing notice to present property owners and persons under contract to purchase property within the District, before the May 6, 1994 hearing?

11. Regarding the proposed draft resolution, we have made some changes for submission to the Board of County Commissioners in the event the Board decides to adopt it, as follows:
 - a. We have eliminated draft paragraph 6 because it is not the duty of the Board of County Commissioners to give any preclearance, or, for that matter, any review to the petitioner or ultimately the Board of Supervisors of the District with regard to the statutory duty of the District to ensure that none of its infrastructure projects is inconsistent not only with any development order, as amended, but also any applicable comprehensive planning or other documents and land development regulations related to use of the land within the District.

Page Five

- b. In place of the old paragraph 6 we have suggested a new one which we herewith suggest authority from the Board of County Commissioners to enter into a stipulation with petitioner designed to insure that the record is fair and comprehensive, but that the proceedings are expedited, involving primarily the use of prefiled testimony or some similar set of documents that can be summarized during the hearing officer hearing under Sec.190.005(1)(d), F.S. This idea is not a legal requirement nor is it any matter on which the ultimate decision by the Board of County Commissioners on whether to support your petition shall be based. It is a matter which we would wish to coordinate with you so that we can answer any questions along that line during the County optional hearing.

We shall be pleased to work with you in any way to assist you in expediting your response to these matters prior to the optional hearing before the Board of County Commissioners.

Sincerely,


Nicholas M. Meiszer
County Administrator

ADC/rl

Copies to:

Andrew D. Campbell, Assistant County Administrator
Dan Bosanko, Assistant County Attorney
Bobbie Zeman, Growth Management

**Letter faxed to: Tom Gillette and Harry Lerner
on April 6, 1994. Hard copy
sent under separate cover.**

The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

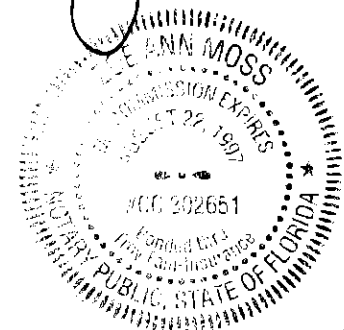
Before the undersigned authority personally appeared _____
SHERRY R. FREE _____ who on oath says that she is
ACCOUNTING CLERK _____ of the St. Augustine Record, a
daily newspaper published at St. Augustine in St. Johns County, Florida: that
the attached copy of advertisement, being a _____
DISPLAY AD _____
_____ in the matter of _____
NOTICE _____
_____ in the _____ Court,
was published in said newspaper in the issues of _____
APRIL 4, 1994 _____

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said
newspaper has heretofore been continuously published in said St. Johns Coun-
ty, Florida, each day and has been entered as second class mail matter at the
post office in the City of St. Augustine, in said St. Johns County, Florida, for a
period of one year next preceding the first publication of the attached copy of
advertisement; and affiant further says that she has neither paid nor promised
any person, firm or corporation any discount, rebate, commission or refund
for the purpose of securing the advertisement for publication in the said
newspaper.

Sworn to and subscribed before me _____ *Sherry R. Free*
Zoe Ann Moss
this _____ 6th _____ day of April _____

A.D. 19 94

Zoe Ann Moss
Notary Public



A public hearing will be held on Friday, May 6, 1994, in the County Commission Chambers (Auditorium), St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, commencing at 9:30 a.m., to inform the public about the elements of the petition to form the Julington Creek Plantation Community Development District ("District") in St. Johns County, Florida. The information presented at this hearing will be used by the Florida Land and Water Adjudicatory Commission ("FLWAC") in granting or denying the petition as set forth in Section 190.005(1) (a) and (1) (e), Florida Statutes, and also to afford the petitioner, affected units of local government, and the general public a fair and adequate opportunity to present oral and written comments relevant to creation of the District.

The St. Johns County Board of County Commissioners will hold its own public hearing on the petition for creation of the District Beginning at 1:30 p.m., on Tuesday, April 12, 1992, in the County Commission Chambers (Auditorium), St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida.

If the petition is adopted by FLWAC as an administrative rule, it will create a uniform community development district ("CDD") and designate the land area to be served. The creation of a CDD pursuant to Chapter 190, Florida Statutes, is not a land development authorization or approval. All planning, permitting, and other regulatory requirements pertaining to development within the land area to be served by the CDD shall be adhered to pursuant to general or special law or applicable local ordinance. Specific legal authority for establishment of a CDD is contained in Sections 190.004 and 190.005, Florida Statutes, and Chapter 42-1, Florida Administrative Code.

SUMMARY OF CONTENTS OF PETITION: The petition was filed by Atlantic Gulf Communities Corporation, a Florida corporation ("Atlantic Gulf"), 2601 South Bayshore Drive, Miami, Florida. The area to be included in the District consists of approximately 4,125 acres generally located west of Interstate Highway 95, east of State Road 13 and on both sides of Racetrack Road in unincorporated St. Johns County. Atlantic Gulf either owns or has written consent to establish the District from the owners of 100% of the nongovernmental real property located within the District. A map showing the area to be included in the District accompanies this notice. The petition evidences the District's intention to construct certain road improvements, associated lighting, and a multi-purpose recreational facility. Certain capital costs associated with these improvements would be borne by the District through issuance of revenue bonds to be financed by non-ad valorem special assessments, fees or other user charges. In addition, the District would operate and maintain the surface water management system and wetland and conservation areas within its boundaries, although those facilities would be established by others. The District does not propose to issue general obligation bonds.

SUMMARY OF ESTIMATE OF ECONOMIC IMPACT: Petitioner has prepared a statement estimating the economic impact of establishing the District. The complete text of the economic impact statement is contained as Exhibit 9 to the petition to establish the District. The establishment of the District would result in no costs to the State or its citizens other than administrative costs associated with rule adoption and will benefit the State and its citizens through improved planning and growth management for the area to be served. Costs of rule adoption to St. Johns County and its citizens are offset by the \$15,000 application fee paid by Atlantic Gulf. The County would not be required to pay debt service on any bonds utilized to finance District improvements and its citizens would receive the benefits of planned development of public infrastructure. Petitioner would incur substantial costs to create and administer the District with corresponding benefits in the form of access to bond financing and a predictable construction schedule for improvements. Consumers who purchase land within the District would pay non-ad valorem assessments and fees or user charges to service the District's bonds and maintain its facilities, and would receive a high level of public services and facilities.

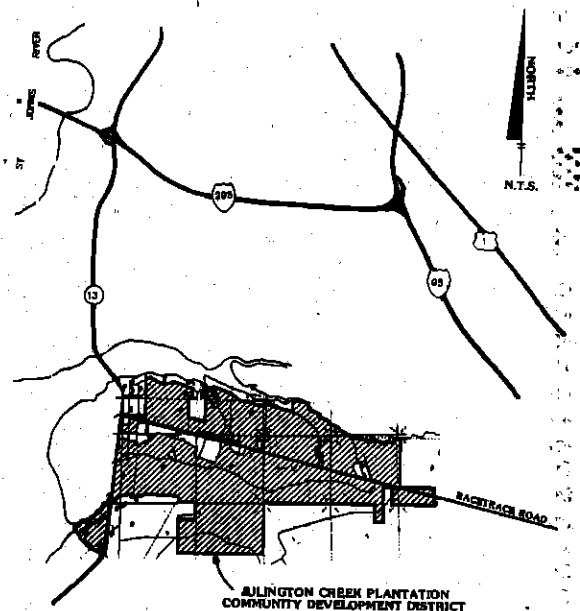
SUMMARY OF IMPACT ON COMPETITION: Establishment of the District would have a nominal effect on competition in the open market for residential housing and land in the St. Johns County area. No unique competitive advantage would be conferred upon the land to be served, which includes the Julington Creek Development of Regional Impact, which is not available to all others competing for the market segment to be served by the project. Establishment of the District would have a marginally beneficial effect on the open market for employment related to construction and maintenance of public infrastructure.

SUMMARY OF ESTIMATE OF AGENCY COST: The Secretary of FLWAC has summarized the estimate of agency cost for establishment of the District. Administrative costs would be incurred by FLWAC, the Division of Administrative Hearings, the Department of Community Affairs, and the Bureau of Local Government Finance of the Department of Banking and Finance. Other than administrative costs, no costs would be incurred by the State of Florida or the general citizenry.

In making its determination to grant or to deny the petition, FLWAC is required to consider the record of the public hearing and the factors set forth in Section 190.005(1)(e), Florida Statutes. The statutory factors are:

- (1) whether all statements contained in the petition have been found to be true and correct;
- (2) whether the creation of the District would be inconsistent with any applicable element or portion of the State Comprehensive Plan or of the effective local government comprehensive plan;
- (3) whether the land area within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
- (4) whether the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;
- (5) whether the community development services and facilities of the District will be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (6) whether the area that will be served by the District is amenable to separate special-district government.

COPIES FOR PUBLIC INSPECTION: A copy of the petition, including the economic impact statement, is available for public inspection during normal business hours at the Office of the Clerk of Courts, St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida.



The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

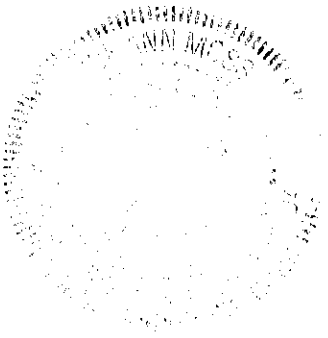
STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared _____
SHERRY R. FREE _____ who on oath says that she is
ACCOUNTING CLERK _____ of the St. Augustine Record, a
daily newspaper published at St. Augustine in St. Johns County, Florida: that
the attached copy of advertisement, being a _____
DISPLAY AD _____
_____ in the matter of _____
NOTICE OF PUBLIC HEARING _____
_____ in the _____ Court,
was published in said newspaper in the issues of _____
APRIL 25, 1994 _____

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said
newspaper has heretofore been continuously published in said St. Johns Coun-
ty, Florida, each day and has been entered as second class mail matter at the
post office in the City of St. Augustine, in said St. Johns County, Florida, for a
period of one year next preceding the first publication of the attached copy of
advertisement; and affiant further says that she has neither paid nor promised
any person, firm or corporation any discount, rebate, commission or refund
for the purpose of securing the advertisement for publication in the said
newspaper.

Sworn to and subscribed before me _____ *Sherry R. Free*
Zoe Ann Moss
this _____ 25th _____ day of April _____
A.D. 19 _____ 94

Zoe Ann Moss
Notary Public
(SEAL)



NOTICE OF LOCAL PUBLIC HEARING ON PETITION TO ESTABLISH JULINGTON CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be held on Friday, May 6, 1984, in the County Commission Chambers (Auditorium), St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, commencing at 9:30 a.m., to inform the public about the elements of the petition to form the Julington Creek Plantation Community Development District ("District") in St. Johns County, Florida. The information presented at this hearing will be used by the Florida Land and Water Adjudicatory Commission ("FLWAC") in granting or denying the petition as set forth in Section 190.005(1) (a) and (1) (e), Florida Statutes, and also to afford the petitioner, affected units of local government, and the general public a fair and adequate opportunity to present oral and written comments relevant to creation of the District.

If the petition is adopted by FLWAC as an administrative rule, it will create a uniform community development district ("CDD") and designate the land area to be served. The creation of a CDD pursuant to Chapter 190, Florida Statutes, is not a land development authorization or approval. All planning, permitting, and other regulatory requirements pertaining to development within the land area to be served by the CDD shall be adhered to pursuant to general or special law or applicable local ordinance. Specific legal authority for establishment of a CDD is contained in Sections 190.004 and 190.005, Florida Statutes, and Chapter 42-1, Florida Administrative Code.

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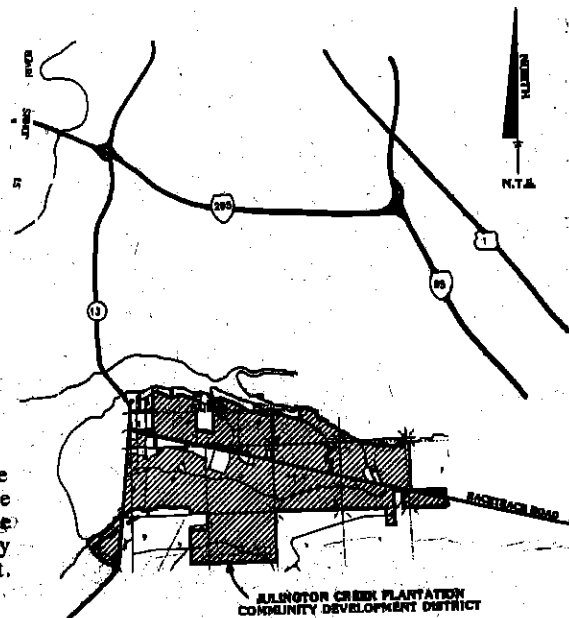
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In making its determination to grant or to deny the petition, FLWAC is required to consider the record of the public hearing and the factors set forth in Section 190.005(1)(e), Florida Statutes. The statutory factors are:

- (1) whether all statements contained in the petition have been found to be true and correct;
- (2) whether the creation of the District would be inconsistent with any applicable element or portion of the State Comprehensive Plan or of the effective local government comprehensive plan;
- (3) whether the land area within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;
- (4) whether the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;
- (5) whether the community development services and facilities of the District will be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (6) whether the area that will be served by the District is amenable to separate special-district government.

COPIES FOR PUBLIC INSPECTION: A copy of the petition, including the economic impact statement, is available for public inspection during normal business hours at the Office of the Clerk of Courts, St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida.



Julington Creek Plantation

St. Johns County, Florida

COMMUNITY DEVELOPMENT DISTRICT

**PETITION AND EXHIBITS
MARCH, 1994**

**ATLANTIC GULF
C O M M U N I T I E S**

BEFORE THE FLORIDA LAND AND
WATER ADJUDICATORY COMMISSION

IN RE: A Rule to Establish)
the Julington Creek Plantation)
Community Development District)
_____)

Case No. _____

PETITION

Petitioner, Atlantic Gulf Communities Corporation ("Atlantic Gulf"), a Florida corporation, hereby petitions the Florida Land and Water Adjudicatory Commission, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and Chapter 42-1, Florida Administrative Code, to establish a Community Development District ("CDD" or "District") with respect to the land described herein. In support of this Petition, Atlantic Gulf states:

1. The proposed CDD is located within the unincorporated area of St. Johns County and contains approximately 4,125 acres. Exhibit 1 depicts the general location of the project. The metes and bounds description of the external boundaries of the District is set forth in Exhibit 2. There is no real property located within the external boundaries of the proposed District which is to be excluded from the District.

2. Petitioner either owns or has written consent to establish the District from the owners of 100% of the non-governmental real property located within the District. Certain road rights of way, a school site, and drainage areas are presently owned by various governmental bodies, which are not considered landowners for purposes of Chapter 190. These lands are excluded

from the District. Documentation of ownership and consent to the establishment of a community development district by 100% of the non-governmental real property owners is contained in Exhibit 3. Petitioner expects that subsequent to the filing of this Petition and prior to the time of hearing, additional property within the District will be purchased by other persons. Petitioner will supplement this filing with any necessary additional evidence of consent of new landowners.

3. The proposed name of the District to be established is Julington Creek Plantation Community Development District (Julington Creek Plantation CDD).

4. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Kimball D. Woodbury
Address: 7500 SW 75th Street
Miami, FL 33143

Name: David A. Branson
Address: 6641 Wedgewood Avenue
Davie, FL 33331

Name: John H. Fischer
Address: 9500 SW 94th Court
Miami, FL 33176

Name: J. Thomas Gillette, III
Address: 9965 Richfield Dr.
Jacksonville, FL 32257

Name: Terrell R. Jones
Address: 9334 SW 172nd Terrace
Miami, FL 33157

All of the above listed persons are residents of the State of Florida and citizens of the United States of America.

5. The existing land uses within and abutting the proposed District are depicted in Exhibit 4. Generally, the property is bounded by low density residential development and Julington Creek to the north, agricultural lands and low density residential development to the south, and low density residential development to the west. The lands within the proposed District are largely undeveloped, except for an 18 hole golf course.

6. All of the proposed land uses within the District are subject to the approved Julington Creek Development of Regional Impact Development Order, Resolution 82-37, dated March 23, 1982, as amended (the "Julington Creek DRI"). The future general distribution, location and extent of the public and private land uses proposed within the District are shown on Exhibit 5. These proposed land uses are consistent with the St. Johns County Comprehensive Plan.

7. The Julington Creek DRI will be a primarily residential planned development. The project contemplates the construction of approximately 5,700 dwelling units, and 41.9 acres of commercial space within the District in three phases.

8. The St. Johns County Comprehensive Plan was approved September 14, 1990. A copy of the St. Johns County Comprehensive Plan is included as Exhibit 6.

9. Exhibit 7 shows the existing major trunk water mains and sewer interceptors and outfalls.

Currently, the domestic water mains within the District are served by the Julington Creek Water Plant located north of

Racetrack Road. The wastewater collection system within the district is routed to the Julington Creek Wastewater Treatment Plant located south of Davis Pond Boulevard. The District is presently within the certificated territory of General Development Utilities, Inc.

10. The Petitioner presently intends for the District to participate in the construction of certain road improvements as contemplated in the Julington Creek DRI. These road improvements and associated lighting include a portion of Racetrack Road and State Road 13. Racetrack Road traverses the District east to west, while State Road 13 generally parallels the District to the west. The District will also participate in the improvement of Russell Sampson Road, located one-half mile east of the project, connecting Racetrack Road with County Road 210 and Interstate Highway 95.

Certain capital costs of these improvements will be borne by the District. See Exhibit 9, Economic Impact Statement. Once complete, the ownership, operation and maintenance of the roadway improvements will be the responsibility of the County or the Florida Department of Transportation, respectively. The roads that the District builds or finances will be constructed to the applicable St. Johns County or Florida DOT standards. Based upon available data, the proposed timetable for the construction of the District's improvements and their estimated costs are set forth in Exhibit 8. (The cost estimates are in 1993 dollars.) Actual construction timetables and expenditures may vary, due in part to final engineering design and the effects of future changes in

economic conditions upon costs such as labor, services, materials, interest and market conditions.

Petitioner further presently intends for the District to maintain certain arterial and subdivision roadway lighting.

11. Petitioner further presently intends for the District to finance, construct, own, operate, and maintain a multi-purpose recreational facility within its boundaries. The estimated capital cost in 1993 dollars is set forth in Exhibit 8. As with the roadway improvements, actual construction costs and timetables may vary for a variety of reasons, including final design and permitting criteria, and future changes in economic conditions upon labor, services, materials, interest and general market circumstances.

12. The Petitioner also presently intends for the District to maintain the water management system and wetland and conservation areas within its boundaries. These lands and facilities will be constructed or established by others. Once constructed, the District will maintain this system and areas.

13. There is presently a municipal service taxing unit (MSTU) over the proposed CDD and beyond. Petitioner will request that the county terminate the MSTU after establishment of the CDD.

14. Exhibit 9 is an Economic Impact Statement prepared in accordance with the requirements of Section 120.54(2), Florida Statutes. The Economic Impact Statement is based upon available data. The data and methodology used in preparing the Economic Impact Statement accompany it.

15. The Petitioner is:

Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, FL

The authorized agent for Petitioner is:

J. Thomas Gillette, III

See Exhibit 10 - Authorization of Agent.

Copies of all correspondence and official notices should also be sent to:

Cheryl G. Stuart
David L. Powell
Hopping Boyd Green & Sams
123 South Calhoun Street
Post Office Box 6526
Tallahassee, FL 32314
(904) 222-7500

16. Prior to the filing of this Petition, Atlantic Gulf submitted a copy of this Petition with Exhibits 1-5, and 7-10 and paid the required filing fee of \$15,000 to the St. Johns County Commission. These actions were undertaken in accordance with Section 190.005(1)(b), Florida Statutes.

17. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

a. Creation of the District is not inconsistent with applicable elements or portions of the effective St. Johns County Comprehensive Plan, or the State Comprehensive Plan, as amended.

b. The area of land within the proposed District is part of a planned community under an approved DRI, and is of a sufficient

size, sufficiently compact and sufficiently contiguous to be developed as one functional interrelated community.

c. In order for St. Johns County to provide facilities and services to the Julington Creek project, existing residents would be burdened. The District, as an independent unit of special-purpose local government, is the best alternative available for delivering the presently contemplated community development services and facilities to the proposed community. Establishment of a District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources as well as providing the opportunity for new growth to pay for itself.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of any District services and facilities.

e. The area to be served by the District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Florida Land and Water Adjudicatory Commission to:

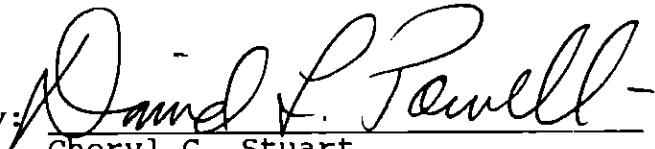
A. Forward this Petition to the Division of Administrative Hearings, requesting that a hearing officer be appointed to conduct a hearing as required by Section 190.005(1)(d), Florida Statutes;

B. Receive a report and conclusion from the hearing officer in accordance with Section 42-1.013, Florida Administrative Code, as to whether the Petition satisfied the provisions of Section 190.005(1)(e), Florida Statutes; and

C. Adopt a rule pursuant to Chapters 120 and 190, Florida Statutes, granting this Petition and establishing the Julington Creek Plantation Community Development District.

RESPECTFULLY SUBMITTED this 28 day of February, 1994.

HOPPING BOYD GREEN & SAMS

By: 
Cheryl G. Stuart
David L. Powell
Post Office Box 6526
Tallahassee, FL 32314
(904) 222-7500

Attorneys for ATLANTIC GULF
COMMUNITIES CORPORATION

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
1	General Location of Julington Creek Community Development District
2	Metes and Bounds Description
3	Documentation of Consent/Ownership
4	Existing Land Uses Within and Adjacent to the District
5	Proposed Land Use Plan for Lands within the District
6	St. Johns County Comprehensive Plan
7	Existing Drainage Basins and Outfall Canals; Major Trunk Water Mains and Sewer Interceptors
8	Proposed Timetable for Construction and Estimated Costs
9	Economic Impact Statement
10	Authorization of Agent

Summary of Exhibit 3 - Consent

1. Summerchase Joint Venture
2. General Development Utilities, Inc.
3. Julington Creek Golf, Ltd.
4. Julington Creek Development Company
5. Panitz & Company Chartered
6. Beazer Homes Florida, Inc.
7. Sid Higginbotham
8. Coppenbarger Homes, Inc.
9. Crisp-Lingerfelt Company, Inc.
10. Sid Higginbotham Builders, Inc.
11. Weyer Custom Homes, Inc.
12. River City Homes and Development Corporation
13. Atlantic Gulf Communities Corporation
14. River Oaks Plantation

**GENERAL LOCATION OF JULINGTON CREEK
COMMUNITY DEVELOPMENT DISTRICT**

METES AND BOUNDS DESCRIPTION



June 25, 1993

Work Order No. S93-215

File No. 93D-5479

ZONING DESCRIPTION - PARCEL 'A'

A parcel of land lying in Townships 4 and 5 South, Range 27 East, St. Johns County, Florida, being comprised in part by Julington Creek Unit One, according to plat thereof recorded in Map Book 16, Pages 35, 51 of the Public Records of said County, First Replat in Julington Creek Unit One, Map Book 26, Pages 82 - 83, Public Records, said County, Second Replat in Julington Creek Unit One, Map Book 27, Pages 6 - 7, Public Records, said County, Julington Creek Unit Two, Map Book 16, Pages 52 - 63, Public Records, said County, Julington Creek Unit Three, Map Book 16, Pages 64 - 88, Public Records, said County, First Replat in Julington Creek Unit Three, Map Book 23, Pages 59 - 61, Public Records, said County, Julington Creek Unit Four, Map Book 16, Pages 89 - 111, Public Records, said County, Julington Creek Unit Five, Map Book 17, Pages 1 - 21, Public Records, said County, Julington Creek Unit Six, Map Book 17, Pages 22 - 52, Public Records, said County, Julington Creek Unit Seven, Map Book 18, Pages 6 - 32, Public Records, said County, Julington Creek Unit Eight, Map Book 18, Pages 33 - 51, Public Records, said County, and Julington Creek Unit Nine, Map Book 18, Pages 77 - 121, Public Records, said County; together with a part of Sections 33 and 34 of said Township 4 South, Range 27 East, all being more particularly described as follows:

For a Point of Beginning, commence at the point of intersection of the Easterly right-of-way line of State Road No. 13, as now established for a width of 100 feet, with the Southwesterly right-of-way line of Racetrack Road, as now established for a width of 66 feet, said point being the Northwest corner of the aforementioned Julington Creek Unit One, according to plat thereof recorded in Map Book 16, Pages 35 - 51, of the Public Records of the aforementioned St. Johns County, Florida; thence South 76° 22' 54" East, along said Southwesterly right-of-way line of Racetrack Road, a distance of 876.51 feet; thence North 13° 37' 06" East, a distance of 66.00 feet to a point lying in the Northeasterly right-of-way line of said Racetrack Road, said point being the most Westerly corner of Tract "A", as shown on the aforementioned plat of Julington Creek Unit Two recorded in Map Book 16, Pages 52 - 63, Public Records, said County; thence along the Northerly boundary of said Tract "A" and Easterly prolongation thereof, North 89° 13' 56" East, a distance of 1044.60 feet to a point lying in the Westerly boundary of said Julington Creek Unit Two; thence along and with the boundary of said Julington Creek Unit Two the following courses: North 00° 55' 04" West, a distance of 2895.00 feet; thence North 65° 37' 46" East, a distance of 261.31 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 270.00 feet and a central angle of 56° 49' 50"; thence 267.81 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 85° 57' 19" East, a distance of 256.96 feet;

JULINGTON CREEK

June 25, 1993

Work Order No. S93-215

File No. 93D-5479

Page 2

ZONING DESCRIPTION - PARCEL 'A'

thence South 57° 32' 24" East, a distance of 535.49 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 530.00 feet and a central angle of 15° 32' 00"; thence 143.69 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 65° 18' 24" East, a distance of 143.25 feet; thence South 73° 04' 24" East, a distance of 287.74 feet to the point of curvature of a curve to the left, said curve being concave to the North, having a radius of 490.40 feet and a central angle of 33° 03' 19"; thence 282.92 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 89° 36' 04" East, a distance of 279.02 feet; thence North 73° 52' 17" East, a distance of 359.21 feet to the Northerly corner common to said Julington Creek Unit Two and the aforementioned Julington Creek Unit Three, according to plat thereof recorded in Map Book 16, Pages 64 - 88, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Three the following courses: North 73° 52' 17" East, a distance of 116.99 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 470.00 feet and a central angle of 35° 29' 03"; thence 291.08 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 88° 23' 11" East, a distance of 286.45 feet; thence South 70° 38' 40" East, a distance of 1031.69 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 2260.00 feet and a central angle of 04° 59' 59"; thence 197.21 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 68° 08' 40" East, a distance of 197.15 feet; thence South 65° 38' 41" East, a distance of 135.97 feet; thence South 00° 36' 59" East, a distance of 622.42 feet; thence South 89° 24' 51" West, a distance of 294.90 feet; thence South 00° 34' 55" East, a distance of 1624.92 feet; thence South 76° 25' 30" East, a distance of 1360.52 feet; thence North 00° 33' 43" West, a distance of 1957.64 feet; thence South 89° 23' 37" West, a distance of 324.80 feet; thence North 00° 36' 59" West, a distance of 504.45 feet to a point lying in the Southerly right-of-way line of Bishop Estates Road, as now established for a width of 60 feet; thence along said Southerly right-of-way line, and continuing along and with the boundary of said Julington Creek Unit Three, North 72° 46' 03" East, a distance of 847.61 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 559.55 feet and a central angle of 38° 38' 26"; thence 377.36 feet Easterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 87° 54' 44" East, a distance of 370.25 feet; thence

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ZONING DESCRIPTION - PARCEL 'A'

South 68° 35' 31" East, a distance of 1163.87 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 896.04 feet, and a central angle of 14° 33' 05"; thence 227.57 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 61° 18' 59" East, a distance of 226.96 feet; thence South 54° 02' 26" East, a distance of 621.97 feet to the point of curvature of a non-tangent curve to the left, said curve being concave to the Northeast, having a radius of 654.89 feet and a central angle of 35° 19' 25"; thence 403.75 feet Southeasterly, around the arc of said curve, said arc being subtended by a chord which bears South 71° 42' 08" East, a distance of 397.38 feet; thence North 89° 21' 50" East, a distance of 321.10 feet to the point of curvature of a non-tangent curve to the right, said curve being concave to the South, having a radius of 690.01 feet and a central angle of 25° 21' 57"; thence 305.48 feet Easterly, around the arc of said curve, said arc being subtended by a chord which bears South 76° 40' 52" East, a distance of 302.99 feet; thence South 63° 59' 54" East, a distance of 158.64 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 1268.20 feet, and a central angle of 42° 29' 40"; thence 940.59 feet Southeasterly, around the arc of said curve, to a point of reverse curvature, said arc being subtended by a chord which bears South 85° 14' 44" East, a distance of 919.18 feet to said point of reverse curvature of a curve to the right, said curve being concave to the South, having a radius of 228.00 feet and a central angle of 20° 36' 14"; thence 81.99 feet Northeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears North 83° 48' 33" East, a distance of 81.55 feet; thence South 85° 53' 20" East, a distance of 328.46 feet to the Northerly corner common to said Julington Creek Unit Three and the aforementioned Julington Creek Unit Four, according to plat thereof recorded in Map Book 16, Pages 89 - 111, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Four the following courses: South 85° 53' 20" East, a distance of 171.26 feet to the point of curvature of a curve to the right, said curve being concave to the South, having a radius of 690.01 feet, and a central angle of 20° 15' 14"; thence 243.92 feet Easterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 75° 45' 43" East, a distance of 242.65 feet; thence South 65° 38' 06" East, a distance of 299.43 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 1451.18 feet, and a central angle of 16° 27' 36"; thence 416.90 feet Southeasterly, around the arc of said curve, to the point of tangency thereof, said arc being subtended by a chord which bears South 73° 51' 54" East, a distance of 415.47 feet;

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ZONING DESCRIPTION - PARCEL 'A'

thence South 82° 05' 42" East, a distance of 616.54 feet to the point of curvature of a curve to the right, said curve being concave to the Southwest, having a radius of 1642.47 feet, and a central angle of 00° 17' 36"; thence 8.41 feet Southeasterly, around the arc of said curve, said arc being subtended by a chord which bears South 81° 56' 54" East, a distance of 8.41 feet to a point of intersection with the Southerly prolongation of the most Westerly boundary of the aforementioned Julington Creek Unit Six, according to plat thereof recorded in Map Book 17, Pages 22 - 52, Public Records, said County; thence along and with said Westerly boundary and Southerly prolongation thereof, and along and with the boundary of said Julington Creek Unit Six the following courses: North 00° 36' 03" East, a distance of 319.20 feet to an angle point in the boundary of said Julington Creek Unit Six; thence North 03° 08' 57" West, a distance of 230.12 feet; thence North 02° 45' 57" West, a distance of 284 feet, more or less, to the mean high water line of Durbin Creek; thence Southeasterly and Easterly, along said mean high water line of Durbin Creek and the meanderings thereof, a distance of 9880 feet, more or less, to the East line of Section 35 of the aforementioned Township 4 South, Range 27 East; thence South 01° 33' 04" East, along said East line of Section 35, a distance of 3752 feet, more or less, to a point lying in the aforementioned Northeasterly right-of-way line of Racetrack Road; thence South 76° 22' 54" East, along said Northeasterly right-of-way line, a distance of 147.01 feet to the most Westerly corner of Tract "A", as shown on the aforementioned plat of Julington Creek Unit Seven recorded in Map Book 18, Pages 6 - 32, Public Records, said County; thence North 89° 11' 36" East, along the Northerly boundary of said Julington Creek Unit Seven, a distance of 2538.40 feet to the Northeast corner thereof; thence along the Easterly boundary of said Julington Creek Unit Seven, and along the extension of said Easterly boundary across the aforementioned Racetrack Road, South 00° 33' 34" East, a distance of 1320.75 feet to a point lying in the line dividing the aforementioned Townships 4 and 5 South, Range 27 East, said point being the Southeast corner of said Julington Creek Unit Seven; thence continue along and with the boundary of said Julington Creek Unit Seven the following courses: South 89° 13' 19" West, a distance of 2656.47 feet to the Southeast corner of the aforementioned Section 35, Township 4 South, Range 27 East; thence South 89° 15' 04" West, a distance of 660.28 feet; thence North 01° 36' 48" West, a distance of 1320.37 feet; thence South 89° 13' 37" West, a distance of 664.62 feet; thence South 01° 47' 18" East, a distance of 1320.15 feet; thence South 02° 14' 04" East, a distance of 1340.96 feet; thence South 89° 33' 39" West, a distance of 662.34 feet; thence North 02° 10' 39" West, a distance of 1336.69 feet; thence South 89° 12' 29" West, a distance of 660.57 feet; thence South 89°

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ZONING DESCRIPTION - PARCEL 'A'

13' 36" West, a distance of 2641.92 feet; thence South 89° 14' 24" West, a distance of 2676.55 feet; thence South 89° 14' 31" West, a distance of 1369.31 feet to the Southerly corner common to said Julington Creek Unit Seven and the aforementioned Julington Creek Unit Eight, according to plat thereof recorded in Map Book 18, Pages 33 through 51, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Eight the following courses: South 89° 14' 31" West, a distance of 1258.94 feet; thence South 00° 48' 07" East, a distance of 1331.35 feet; thence South 00° 47' 45" East, a distance of 2682.06 feet; thence South 89° 35' 54" West, a distance of 2649.95 feet; thence South 89° 33' 43" West, a distance of 1328.72 feet; thence South 89° 31' 34" West, a distance of 1342.28 feet; thence South 89° 26' 51" West, a distance of 1345.27 feet; thence North 00° 44' 34" West, a distance of 1341.60 feet; thence North 00° 39' 54" West, a distance of 295.39 feet to the Westerly corner common to said Julington Creek Unit Eight and the aforementioned Julington Creek Unit Nine, according to plat thereof recorded in Map Book 18, Pages 77 - 121, Public Records, said County; thence along and with the boundary of said Julington Creek Unit Nine the following courses: North 00° 39' 54" West, a distance of 1024.75 feet; thence North 89° 28' 29" East, a distance of 1342.18 feet; thence North 00° 28' 51" West, a distance of 1322.45 feet; thence South 89° 28' 29" West, a distance of 1342.18 feet; thence North 00° 28' 51" West, a distance of 379.92 feet to the centerline of Cunningham Creek; thence Westerly along a meander line that approximates the centerline of said Cunningham Creek as follows: North 58° 00' 56" West, a distance of 135.23 feet; thence South 88° 24' 34" West, a distance of 220.36 feet; thence North 70° 24' 07" West, a distance of 355.69 feet; thence South 76° 06' 53" West, a distance of 348.16 feet; thence South 89° 11' 02" West, a distance of 300.67 feet; thence North 83° 03' 30" West, a distance of 252.48 feet; thence North 80° 29' 16" West, a distance of 336.30 feet; thence North 88° 42' 35" West, a distance of 311.27 feet; thence South 71° 01' 54" West, a distance of 85.28 feet; thence North 85° 52' 03" West, a distance of 313.97 feet; thence South 58° 08' 46" West, a distance of 305.31 feet; thence South 88° 56' 58" West, a distance of 160.43 feet; thence South 68° 08' 31" West, a distance of 239.34 feet; thence South 88° 49' 46" West, a distance of 474.71 feet; thence North 38° 38' 53" West, a distance of 193.24 feet; thence North 87° 42' 49" West, a distance of 351.51 feet; thence South 70° 43' 49" West, a distance of 537.95 feet; thence South 59° 45' 23" West, a distance of 666.17 feet to a point lying in the aforementioned Easterly right-of-way line of State Road No. 13; thence North 04° 51' 47" East, along said Easterly right-of-way line, a distance of 1961.82 feet to the Westerly corner common to said Julington Creek Unit Nine and the aforementioned Julington Creek Unit One, according to plat thereof

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recorded in Map Book 16, Pages 35 - 51, Public Records, said County; thence along and with the boundary of said Julington Creek Unit One the following courses: North 04° 51' 47" East, a distance of 2087.46 feet to an angle point in said boundary; thence North 88° 25' 39" East, departing said Easterly right-of-way line of State Road No. 13, a distance of 191.74 feet; thence North 00° 18' 11" West, a distance of 833.50 feet; thence North 89° 13' 41" East, a distance of 676.09 feet; thence South 00° 17' 20" East, a distance of 160.48 feet; thence North 89° 15' 59" East, a distance of 670.35 feet; thence North 00° 16' 32" West, a distance of 660.03 feet; thence South 89° 17' 37" West, a distance of 670.00 feet; thence South 89° 17' 50" West, a distance of 747.26 feet to a point lying in the aforementioned Easterly right-of-way line of State Road No. 13; thence North 04° 51' 47" East, along said Easterly right-of-way line, a distance of 1490.97 feet to the Point of Beginning.

Containing 4270 acres, more or less.

- 1) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 569, Page 331, and Official Records Volume 790, Page 554, and also lands described and recorded in Official Records Volume 910, Page 1091 (including the EXCEPTION mentioned therein), all of the Public Records of St. Johns County, Florida, and containing 29.13 acres, more or less.
- 2) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 721, Page 1090, of the Public Records of St. Johns County, Florida, and containing 5.16 acres, more or less.
- 3) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 716, Page 690, and Official Records Volume 878, Page 92, all of the Public Records of St. Johns County, Florida, and containing 10.20 acres, more or less.
- 4) EXCEPTING THEREFROM, however, the First Replat in Julington Creek Unit One, as recorded in Map Book 26, Pages 82 and 83, of the Public Records of St. Johns County, Florida, and containing 31.53 acres, more or less.
- 5) EXCEPTING THEREFROM, however, all of Tracts G-5, G-6 and G-7, all of Lots 1 through 52, Block 5, and all of Lots 1 through 39, Block 6, together with the road

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ZONING DESCRIPTION - PARCEL 'A'

rights-of-way known as Larkspur Loop, Canna Court, Catalpa Court, and Calico Court, all as shown on plat of Julington Creek Unit One as recorded in Map Book 16, Pages 35 through 51, of the Public Records of St. Johns County, Florida, and containing 39.41 acres, more or less.

- 6) EXCEPTING THEREFROM, however, all of Lots 1 through 11, Block 7, and the road right-of-way known as Little Loop, all as shown on plat of Julington Creek Unit One as recorded in Map Book 16, Pages 35 through 51, of the Public Records of St. Johns County, Florida and containing 6.85 acres, more or less.
- 7) EXCEPTING THEREFROM, however, all of Tracts G-1, G-2, G-13 and G-14, all of Lots 1 through 21, Block 41, all of Lots 1 through 24, Block 42, all of Lots 1 through 11, Block 43, all of Lots 1 through 20, Block 44, all of Lots 1 through 5, Block 45, and all of Lots 1 through 14, Block 46, together with the road rights-of-way known as Linwood Loop, Castleberry Court, and Chesswood Court, all as shown on plat of Julington Creek Unit Five as recorded in Map Book 17, Pages 1 through 21, of the Public Records of St. Johns County, Florida, and containing 45.93 acres, more or less.
- 8) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 328, Page 644, and Official Records Volume 443, Page 451, of the Public Records of St. Johns County, Florida, together with a parcel of land being bounded on the North by Racetrack Road, as now established for a width of 66 feet, and bounded on the West by the aforementioned lands described in Official Records Volume 443, Page 451, and bounded on the South and the East by the aforementioned lands described in Official Records Volume 328, Page 644, all as recorded in the Public Records of St. Johns County, Florida, and containing 53.94 acres, more or less.
- 9) EXCEPTING THEREFROM, however, lands described and recorded in Official Records Volume 350, Page 229, of the Public Records of St. Johns County, Florida, and containing 10.80 acres, more or less.



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ZONING DESCRIPTION - PARCEL 'A'

- 10) AND FURTHER EXCEPTING THEREFROM, however, any portion of the above described lands lying within the rights-of-way of Racetrack Road, as now established for a width of 66 feet, or Bishop Estates Road, as now established for a width of 60 feet, or Orange Street as now established for a width of 60 feet, all of which contain 44.69 acres, more or less.

Lands thus described, exclusive of all exceptions therein, contain 3992 acres, more or less.

TOGETHER WITH,

ZONING DESCRIPTION - PARCEL 'B' (Record Description)

Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38., William Harvey Grant, Section 39, F.P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 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 line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned; run thence South 40° 10' 48" East along the dividing line of Sections 38 and 39, a distance of 945.12 feet, more or less, to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.79 feet, for a Point of Beginning; thence in a Northerly direction, along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North 21° 07' 03" East, a chord distance of 229.8 feet; thence North 53° 25' 45" West, a distance of 471.92 feet; thence North 36° 34' 15" East, a distance of 200.0 feet; thence South 53° 25' 45" East, a distance of 399.29 feet, more or less, to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction, along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North 09° 29' 07" East, a chord distance of 486.78 feet; thence North 04° 31' 30" East, along the Westerly Right of way line of State Road No. 13, a distance of 3125 feet, more or less, to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet, more

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ZONING DESCRIPTION - PARCEL 'B'

or less, to the Westerly Right of Way line of State Road 13, aforementioned, said point being an arc distance of 310 feet, more or less, Southwesterly from the Point of Beginning; thence in a Northeasterly direction, along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet, more or less, to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

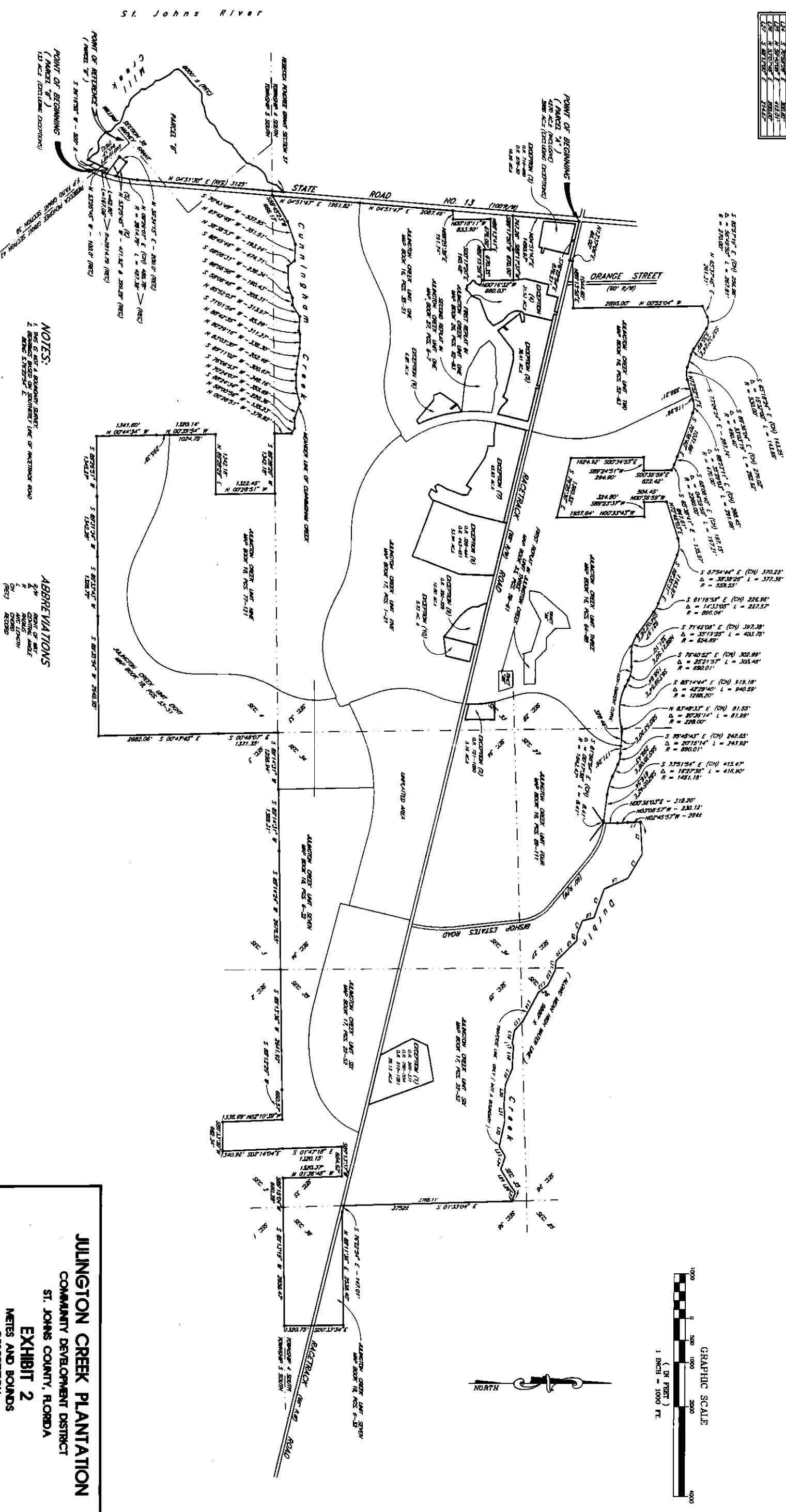
For a Point of Reference, commence at the intersection of the line dividing Section 39 and Section 42, with the Southeasterly line of said Section 38; run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 38 and 39, a distance of 945.12 feet, more or less, to the Westerly Right-of-Way line of State Road No. 13, aforementioned, for the Point of Beginning; thence in a Northerly direction, along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North $21^{\circ} 45' 24''$ East, a chord distance of 167.03 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 100.0 feet; thence South $26^{\circ} 16' 55''$ West, a distance of 500 feet, more or less, to the waters of Mill Creek; thence in a Southeasterly direction, along the waters following the meanderings of Mill Creek, a distance of 110 feet, more or less, to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet, more or less, Southwesterly from the Point of Beginning; thence in a Northeasterly direction, along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet, more or less, to the Point of Beginning.

Lands thus described, exclusive of all exceptions therein, contain 133 acres, more or less.

Total Parcel Area 4125 acres, more or less.

1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

MAP TO ACCOMPANY DESCRIPTIONS



JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA

EXHIBIT 2
METES AND BOUNDS
DESCRIPTION

12-10-93

JULINGTON CREEK DEVELOPMENT COMPANY

PREPARED BY and RETURN TO:
Linda Connor Kane, Esq.
Holland & Knight
50 N. Laura St., Suite 3900
Jacksonville, Florida 32202

**CONSENT TO AND JOINDER IN
CREATION OF A COMMUNITY DEVELOPMENT DISTRICT
(Parcel 78)**

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

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2), 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that this consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, whichever first occurs.

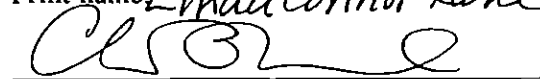
Nothing herein shall be construed as a waiver by the undersigned of any of its rights as a landowner within a Community Development District hereafter created.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and 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.

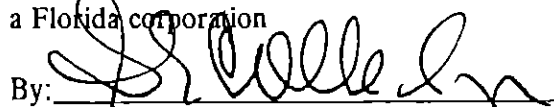
Executed this 15th day of December, 1993.

Witnesses:


Print name: Linda Connor Kane


Print name: C. Guy Bond

JULINGTON CREEK DEVELOPMENT COMPANY,
a Florida corporation

By: 
SHEPHERD E. COLLEDGE, President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by Shepherd E. Colledge, President of Julington Creek Development Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath.



Print Name: Marsha Isham

Notary Public, State of Florida

Commission number:

My commission expires:

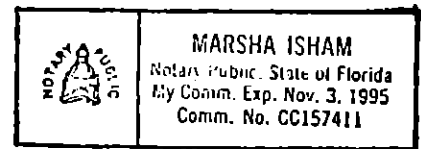


EXHIBIT A

A PART OF THE JAMES JAMES DONATION, SECTION 49, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING ALL OF JULINGTON CREEK UNIT TWO, AS RECORDED IN MAP BOOK 16, PAGES 52 THROUGH 63 INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, EXCEPT ALL OF TRACTS "B", "C", AND "H", ALL OF LOTS 3 AND 4 OF BLOCK 28, ALL OF LOTS 3 THROUGH 15 OF BLOCK 31, ALL OF LOTS 4 THROUGH 13, AND LOTS 15 THROUGH 19 OF BLOCK 32. TOGETHER WITH PART OF TRACTS "G-7" AND "G-10", PART OF LOTS 2 AND 5 OF SAID BLOCK 28, PART OF LOT 2 AND LOTS 16 THROUGH 19 OF SAID BLOCK 31, PART OF LOTS 3, 14, AND 20 THROUGH 24 OF SAID BLOCK 32. PART OF LOT 10 OF BLOCK 33. AND PART OF LOTS 2 THROUGH 5 OF BLOCK 37, TOGETHER WITH PART OF POKEBERRY PLACE. ALLIGATOR AVENUE, CROOKED COURT. PINEY PLACE, AMANDA COURT, AND DURBIN CREEK BOULEVARD ALL AS SHOWN ON SAID JULINGTON CREEK UNIT TWO, ALSO BEING A PART OF JULINGTON CREEK UNIT THREE. AS RECORDED IN MAP BOOK 16. PAGES 64 THROUGH 88 INCLUSIVE OF SAID PUBLIC RECORDS. BEING ALL OF TRACTS "G-1" THROUGH "G-13" INCLUSIVE, TRACTS "D", "E", AND "M", ALL OF BLOCKS 62 THROUGH 65, AND BLOCKS 73 THROUGH 87 INCLUSIVE. ALL OF CUMBERLAND COURT, FLYNN FORK, BUTTERCUP BRANCH. BRONZE BRANCH, BUCK BOARD TRACE, FINCH FORK. TRUMPET TRACE, PEPPER COURT. FEATHER FORK. PRATT PLACE, TORTISE TRACE. CRYSTAL COURT. LILY LOOP. PECAN PLACE, FARGO FORK, TANGLEWOOD TRACE. FAWN FORK. AND TUPELO TRACE. TOGETHER WITH PART OF TRACT "W" AND TRACT "G-6", ALL AS SHOWN ON SAID JULINGTON CREEK UNIT THREE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE AFORESAID JULINGTON CREEK UNIT TWO AND THE SOUTHWESTERLY CORNER OF THE AFORESAID JULINGTON CREEK UNIT THREE: THENCE NORTH 13°37'06" EAST. LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING: THENCE NORTH 76°22'54" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 13°37'06" EAST. A DISTANCE OF 250.34 FEET; THENCE NORTH 76°22'54" WEST, A DISTANCE OF 179.44 FEET; THENCE SOUTH 71°37'06" WEST, A DISTANCE OF 95.00 FEET: THENCE SOUTH 13°37'06" WEST. A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "C" OF JULINGTON CREEK UNIT TWO; THENCE NORTH 76°22'54" WEST ALONG SAID NORTH LINE OF TRACT "C", A DISTANCE OF 1328.82 FEET

; THENCE NORTH
00°55'04" WEST

A DISTANCE OF 576.51 FEET TO A POINT LYING ON
A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE: THENCE ALONG
SAID
JURISDICTIONAL LINE RUN THE FOLLOWING 48 COURSES; 1) NORTH
63°51'22" WEST, A DISTANCE OF 16.43 FEET; 2) NORTH 56°01'56"
WEST, A DISTANCE OF 17.13 FEET; 3) SOUTH 80°46'33" WEST. A
DISTANCE OF 11.48 FEET; 4) NORTH 11°09'23" EAST. A DISTANCE OF

SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 858.34 FEET: THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 249.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°52'45" EAST AND A CHORD DISTANCE OF 248.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 74°13'07" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 262.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 444.43 FEET; THENCE EASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BISHOP ESTATES ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°50'28" EAST AND A CHORD DISTANCE OF 244.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 73°54'01" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 489.44 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 470.00 FEET: THENCE EASTERLY, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 291.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°21'30" EAST AND A CHORD DISTANCE OF 286.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°37'00" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1033.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2241.32 FEET: THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 195.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68°06'53" EAST AND A CHORD DISTANCE OF 195.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 65°36'46" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH A WESTERLY LINE OF LANDS OWNED BY BAILEY AS RECORDED IN OFFICIAL RECORDS BOOK 2, PAGE 285 OF SAID PUBLIC RECORDS, A DISTANCE OF 135.96 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BISHOP ESTATES ROAD AND ALONG SAID LANDS OWNED BY BAILEY, THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 00°36'59" EAST, A DISTANCE OF 622.42 FEET; 2) SOUTH 89°24'51" WEST, A DISTANCE OF 294.90 FEET; 3) SOUTH 00°34'55" EAST, A DISTANCE OF 1624.92 FEET; 4) SOUTH 76°25'30" EAST, A DISTANCE OF 1360.52 FEET; 5) NORTH 00°33'43" WEST, A DISTANCE OF 1957.64 FEET; 6) SOUTH 89°23'37" WEST, A DISTANCE OF 324.80 FEET; 7) NORTH 00°37'33" WEST, A DISTANCE OF 511.19 FEET ALONG A LINE TO ITS INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF BISHOP ESTATES ROAD: THENCE NORTH 72°46'03" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 326.41 FEET; THENCE SOUTH 26°38'18" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BISHOP ESTATES ROAD AND ALONG THE WESTERLY LINE OF AFORESAID TRACT "W", JULINGTON CREEK UNIT THREE AND ITS NORTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 469.64 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE OF TRACT "W" RUN THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 38°22'07" EAST, A DISTANCE OF 842.69 FEET; 2) SOUTH 19°40'11" EAST, A DISTANCE OF 626.46 FEET; 3) SOUTH 42°09'38" EAST, A DISTANCE OF 761.54 FEET; 4) SOUTH 00°02'12" WEST, A

DISTANCE OF 689.09 FEET; THENCE SOUTH 36°32'22" WEST, CONTINUING ALONG SAID WEST LINE OF TRACT "W", PASSING THROUGH PART OF AFORESAID TRACT "G-6" AND ALONG A WEST LINE OF SAID TRACT "G-6", A DISTANCE OF 249.91 FEET TO A POINT LYING ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING SIXTEEN (16) COURSES: 1) NORTH 73°18'01" EAST, A DISTANCE OF 8.42 FEET; 2) NORTH 87°11'09" EAST, A DISTANCE OF 51.22 FEET; 3) SOUTH 08°57'54" WEST, A DISTANCE OF 31.85 FEET; 4) SOUTH 00°12'01" EAST, A DISTANCE OF 53.00 FEET; 5) SOUTH 24°14'50" WEST, A DISTANCE OF 42.97 FEET; 6) SOUTH 18°06'22" WEST, A DISTANCE OF 45.30 FEET; 7) SOUTH 21°14'19" WEST, A DISTANCE OF 55.74 FEET; 8) SOUTH 35°37'34" WEST, A DISTANCE OF 42.72 FEET; 9) SOUTH 64°33'58" WEST, A DISTANCE OF 47.84 FEET; 10) SOUTH 71°34'08" WEST, A DISTANCE OF 32.58 FEET; 11) SOUTH 83°13'21" WEST, A DISTANCE OF 45.27 FEET; 12) SOUTH 85°24'25" WEST, A DISTANCE OF 48.76 FEET; 13) SOUTH 79°14'41" WEST, A DISTANCE OF 31.97 FEET; 14) NORTH 82°50'24" WEST, A DISTANCE OF 31.62 FEET; 15) NORTH 51°11'10" WEST, A DISTANCE OF 26.01 FEET; 16) NORTH 03°56'47" WEST, A DISTANCE OF 25.80 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT "G-6"; THENCE SOUTH 61°48'00" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 79.23 FEET; THENCE NORTH 89°10'10" WEST ALONG A NORTHERLY LINE OF SAID TRACT "G-6", A DISTANCE OF 594.37 FEET TO A POINT ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE THE RUN FOLLOWING SIX (6) COURSES: 1) SOUTH 50°21'09" WEST, A DISTANCE OF 26.09 FEET; 2) SOUTH 84°55'46" WEST, A DISTANCE OF 44.92 FEET; 3) SOUTH 89°46'08" WEST, A DISTANCE OF 38.35 FEET; 4) SOUTH 82°41'35" WEST, A DISTANCE OF 51.79 FEET; 5) NORTH 53°37'55" WEST, A DISTANCE OF 39.42 FEET; 6) NORTH 40°57'34" WEST, A DISTANCE OF 8.83 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID TRACT "G-6"; THENCE NORTH 89°29'09" WEST ALONG SAID NORTHERLY LINE OF TRACT "G-6", A DISTANCE OF 63.77 FEET; THENCE NORTH 65°13'27" WEST ALONG A NORTHEASTERLY LINE OF SAID TRACT "G-6", A DISTANCE OF 60.79 FEET TO A POINT ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING SIX (6) COURSES: 1) NORTH 65°12'55" WEST, A DISTANCE OF 18.76 FEET; 2) SOUTH 76°11'13" WEST, A DISTANCE OF 2.09 FEET; 3) SOUTH 54°33'44" WEST, A DISTANCE OF 31.65 FEET; 4) NORTH 38°59'09" WEST, A DISTANCE OF 33.51 FEET; 5) NORTH 46°27'18" WEST, A DISTANCE OF 47.71 FEET; 6) NORTH 19°08'02" EAST, A DISTANCE OF 33.40 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID TRACT "G-6"; THENCE NORTH 40°02'20" WEST ALONG SAID NORTHEASTERLY LINE OF TRACT "G-6", A DISTANCE OF 86.50 FEET; THENCE NORTH 56°43'35" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE OF TRACT "G-6", A DISTANCE OF 89.99 FEET; THENCE SOUTH 80°44'45" WEST, CONTINUING ALONG A NORTHEASTERLY LINE OF SAID TRACT "G-6", A DISTANCE OF 62.89 FEET TO A POINT ON A U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL LINE; THENCE ALONG SAID JURISDICTIONAL LINE RUN THE FOLLOWING NINE (9) COURSES: 1) SOUTH 36°21'35" WEST, A DISTANCE OF 30.90 FEET; 2) SOUTH 43°52'24" WEST, A DISTANCE OF 54.96 FEET; 3) NORTH 86°45'47" WEST, A DISTANCE OF 32.99 FEET; 4) SOUTH 43°31'15" WEST, A DISTANCE OF

35.07 FEET; 5) SOUTH 42°24'37" WEST, A DISTANCE OF 40.94 FEET; 6) SOUTH 19°56'15" WEST, A DISTANCE OF 44.72 FEET; 7) SOUTH 14°53'19" WEST, A DISTANCE OF 33.76 FEET; 8) SOUTH 88°55'29" WEST, A DISTANCE OF 27.29 FEET; 9) SOUTH 13°37'06" WEST, A DISTANCE OF 38.14 FEET TO A POINT ON THE NORTH LINE OF TRACT "C" IN SAID JULINGTON CREEK UNIT THREE; THENCE NORTH 76°22'54" WEST ALONG SAID NORTH LINE OF TRACT "C" AND ITS NORTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 1485.00 FEET.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

EASEMENT FOR INGRESS AND EGRESS

PART OF THE JAMES JAMES DONATION, SECTION 49, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING PART OF DURBIN CREEK BOULEVARD AS SHOWN ON JULINGTON CREEK UNIT TWO, AS RECORDED IN MAP BOOK 16, PAGES 52 THROUGH 63, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID JULINGTON CREEK UNIT TWO, SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 76°22'54" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, ALSO BEING THE SOUTHWESTERLY LINE OF SAID JULINGTON CREEK UNIT TWO, A DISTANCE OF 125.00 FEET; THENCE NORTH 13°37'06" EAST, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, A DISTANCE OF 67.00 FEET; THENCE SOUTH 76°22'54" EAST ALONG A LINE PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, A DISTANCE OF 125.00 FEET; THENCE SOUTH 13°37'06" WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING.

PANITZ & COMPANY CHARTERED

12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 4, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 16th day of December, 1993.

PANITZ & COMPANY CHARTERED

By [Signature]

Print Name [Signature]

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of December, 1993, by LEON J. PANITZ JR., as President of Panitz & Company Chartered, a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name DONNA J. HOELTZEL

Notary Public, State of Florida

My Commission expires _____

My Commission number _____

(Notarial Seal)

JAX-79580

DONNA J. HOELTZEL
Notary Public-State of Florida
My Commission Expires JAN 09, 1994
COMMISSION AA733930

12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 18, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

PANITZ & COMPANY CHARTERED

By [Signature]

Print Name [Signature]

Its President

(Corporate Seal)

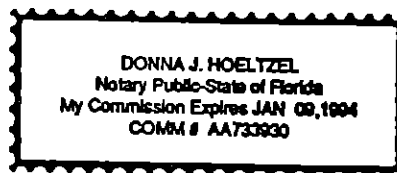
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PANITZ JR., as President of Panitz & Company Chartered, a Florida corporation, on behalf of the corporation, who is personally known to me.

Donna J. Hoeltzel
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 34, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

PANITZ & COMPANY CHARTERED

By [Signature]

Print Name [Signature]

Its President

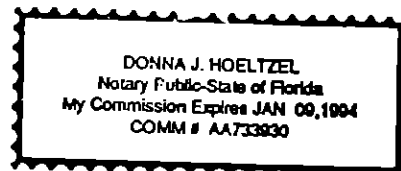
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PANITZ JR. as President of Panitz & Company Chartered, a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature: Donna J. Hoeltzel]
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



BEAZER HOMES FLORIDA, INC.

1/18/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 22, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 20 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name LEON J. PALITE JR.

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Day

The foregoing instrument was acknowledged before me this 20 day of January, 1994, by [Signature], as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____

Notary Public, State of Florida

My Commission expires _____

My Commission number _____

(Notarial Seal)

JAX-79580



OFFICIAL SEAL

ROBERT J. HEAD, JR.

My Commission Expires

Dec. 6, 1996

Comm. No. CC 243368

1/18/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 28, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 20 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name LEON J. PONTIER, JR.

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 20 day of January, 1994, by Leon J. Pontier, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name

Notary Public, State of Florida

My Commission expires

My Commission number

(Notarial Seal)

JAX-79580



OFFICIAL SEAL
ROBERT J. HEAD, JR.
My Commission Expires
Dec. 6, 1996
Comm. No. CC 243368

1/11/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 30, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 14 day of January, 1994.

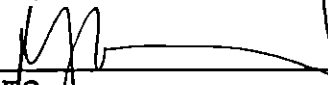
BEAZER HOMES FLORIDA, INC.

By 

Print Name Leon J. Frazier, Sr.
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Ala

The foregoing instrument was acknowledged before me this 14 day of January, 1994, by Leon J. Frazier, Sr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.


Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



ROBERT J. HEAD JR.
My Commission CC243368
Expires Dec. 08, 1998
Bonded By HAI
800-422-1555



ROBERT J. HEAD JR.
My Commission CC243368
Expires Dec. 08, 1998
Bonded By HAI
800-422-1555

1/11/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 25, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 14 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Leon J. Fountz, Jr.
Print Name _____
Its President _____
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this _____ day of January, 1994, by Leon J. Fountz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 08, 1998
Bonded By HAI
800-422-1865

1/3/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 17, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Paritz
Print Name SANDRA PARITZ
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Way

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Paritz, as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 08, 1996
Bonded By HAI
800-422-1555

12/17/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 8, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 23 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name Leon J. Paritz, Jr.

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Way

The foregoing instrument was acknowledged before me this 23 day of December, 1993, by Leon J. Paritz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____

Notary Public, State of Florida

My Commission expires _____

My Commission number _____

(Notarial Seal)

JAX-79580



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

12/13/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 26, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 23 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name Edward J. Paul, Jr.

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 23 day of December, 1993, by Edward J. Paul, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name

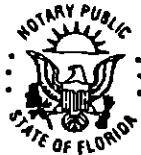
Notary Public, State of Florida

My Commission expires

My Commission number

(Notarial Seal)

JAX-79580



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 08, 1998
Bonded By HAI
My Commission CC243368
5551-008

800-422-1555
Bonded By HAI
Expires Dec. 08, 1998
My Commission CC243368
ROBERT J HEAD JR



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 13, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

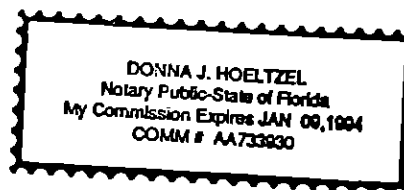
By [Signature]
Print Name LEON J. PANITZ, JR.
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PANITZ, JR., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature: Donna J. Hoeltzel]
Print Name Donna J. Hoeltzel
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 29, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 10th day of December, 1993.

BEAZER HOMES FLORIDA, INC.

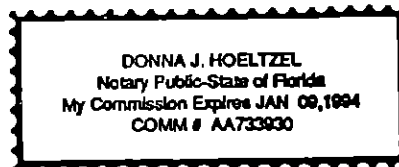
By [Signature]
Print Name _____
Its President _____
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of December, 1993, by LEON J. PANITZ JR. as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 19, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

BEAZER HOMES FLORIDA, INC.

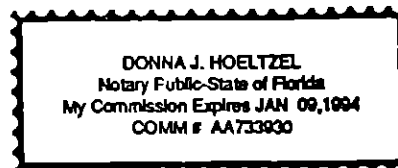
By [Signature]
Print Name _____
Its President _____
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PANITZ JR., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 14, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By _____
Print Name _____
Its President _____
(Corporate Seal)

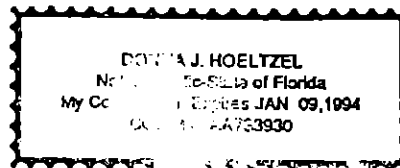
STATE OF FLORIDA
COUNTY OF DUVAL

County of Duval

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PANITZ JR., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Donna J. Hoeltzel
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 1, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Panitz
PrintName SANDRA PANITZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Ala

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Panitz, as V.P. of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

JAX-81926

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 7, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 14 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By [Signature]

PrintName Leon J. Pavitt, Jr.
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Ala

The foregoing instrument was acknowledged before me this 14 day of January, 1994, by [Signature], as Pres of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



ROBERT J. HEAD JR.
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

JAX-81926

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 4, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this ____ day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By

Print Name

Its President

LEON J. BARTZ, JR.

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Leon J. Bartz, Jr., as Pres of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

Print Name

Notary Public, State of Florida

My Commission expires

My Commission number

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

JAX-81926

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 14, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Panitz
Print Name SANDRA PANITZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF duy

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Panitz, as VP of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



ROBERT J HEAD JR
My Commission CC241368
Expires Dec. 06, 1998
Bonded By HAI
800-422-1555

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 3, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida; and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Peritz
Print Name SANDRA PERITZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Way

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Peritz, as VP of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1998
Bonded By HAI
800-422-1555

JAX-81926

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 7, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Ponitz
Print Name SANDRA PONITZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Ponitz, as VP of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 2, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By

Sandra Parker
PrintName SANDRA PARKER
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Parker, as VP of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name

Notary Public, State of Florida

My Commission expires

My Commission number

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

JAX-81926

DOCUMENTATION OF CONSENT/OWNERSHIP

SUMMERCHASE JOINT VENTURE

CONSENT AND JOINDER
TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT
(Summer Chase Parcel)

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof and commonly referred to as "SummerChase" .

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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.

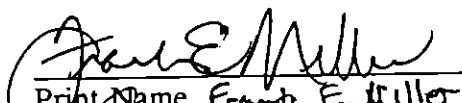
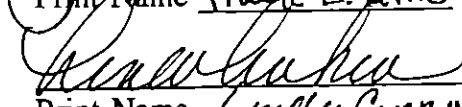
HBT
The undersigned hereby consents to the creation of a Community Development District which will include the ~~Golf Course~~ ^{SummerChase} within the Property to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

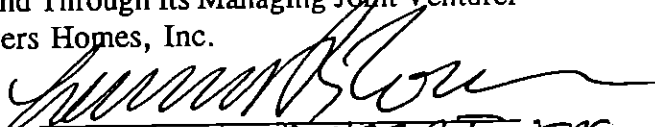
Nothing herein shall be construed as a waiver by the undersigned of any of its rights as a landowner within a Community Development District hereafter created.

The undersigned hereby represents and warrants that it is a general partnership duly formed and in good standing under the laws of the State of Florida, and 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.

Executed this 9th day of November 1993.

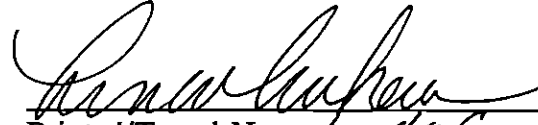

Print Name Frank E. Miller

Print Name Linda Cannon

SUMMERCHASE JOINT VENTURE,
By and Through its Managing Joint Venturer
Towers Homes, Inc.

By: 
Print Name LAURENCE R. TOWERS
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of November, 1993, by Laurence R. Towers, the President of Towers Homes, Inc., a Florida corporation, managing joint venturer of SummerChase Joint Venture, a Florida general partnership, on behalf of the partnership. He who is personally known to me/has produced _____ as identification and who did not take an oath.


Printed/Typed Name: Linda Connor Kane
Notary Public - State of Florida
Commission Number:



[Notarial Seal]

EXHIBIT "A"

A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT 5, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'27" EAST AND A CHORD DISTANCE OF 96.99 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 60°48'51" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 144.98 FEET; THENCE SOUTH 58°07'27" EAST, A DISTANCE OF 80.78 FEET; THENCE SOUTH 68°46'05" EAST, A DISTANCE OF 310.79 FEET; THENCE SOUTH 68°32'19" EAST, A DISTANCE OF 175.81 FEET; THENCE SOUTH 77°22'51" EAST, A DISTANCE OF 336.82 FEET; THENCE SOUTH 02°38'40" WEST, A DISTANCE OF 56.94 FEET; THENCE SOUTH 31°46'43" WEST, A DISTANCE OF 290.04 FEET; THENCE SOUTH 21°33'58" WEST, A DISTANCE OF 118.97 FEET; THENCE SOUTH 12°43'12" EAST, A DISTANCE OF 255.99 FEET; THENCE SOUTH 16°06'40" EAST, A DISTANCE OF 229.58 FEET; THENCE SOUTH 16°45'54" WEST, A DISTANCE OF 75.26 FEET; THENCE NORTH 72°34'06" WEST, A DISTANCE OF 262.76 FEET; THENCE SOUTH 59°39'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 384.77 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2500 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1390.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°40'11" WEST AND A CHORD DISTANCE OF 1372.57 FEET TO THE POINT OF BEGINNING.

GENERAL DEVELOPMENT UTILITIES, INC.

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(General Development Utilities, Inc.)

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 Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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.

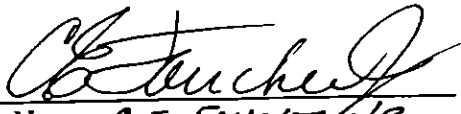
The undersigned hereby consents to the creation of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and authorized to do business in the State of Florida, and 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.

Executed this 10th day of December 1993.

GENERAL DEVELOPMENT UTILITIES, INC.

By 
Print Name C E FANCHER, JR.
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 10th day of December 1993,
by Charles E. Fancher Jr., the _____ President of General Development Utilities, Inc., a
Florida corporation, on behalf of the corporation, who is known to me and who did not take an oath.



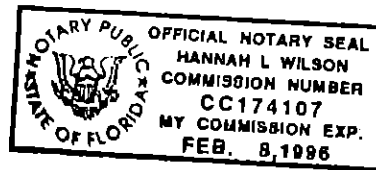
Print Name _____

Notary Public, State of Florida

My Commission Expires:

My Commission Number:

JAX-76577



ATLANTIC GULF COMMUNITIES

2601 SOUTH BAYSHORE DRIVE, MIAMI, FLORIDA 33133

LEGAL DESCRIPTION:

All of TRACT "D" as shown on the plat of JULINGTON CREEK UNIT NINE as recorded in Map Book 18 at Pages 77 through 121 of the Public Records of St. Johns County, Florida.

TOGETHER WITH

All of the lands described in a Special Warranty Deed dated February 27, 1986 and recorded in Official Records Book 698 at Pages 1707 and 1708 of the Public Records of St. Johns County, Florida.

All the above land situate, lying and being in St Johns County, Florida.

JULINGTON CREEK GOLF, LTD.

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Julington Creek Golf Course Property)

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof and commonly referred to as "The Champions Club at Julington Creek" ("Golf Course").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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.

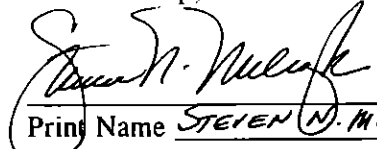
The undersigned hereby consents to the creation of a Community Development District which will include the Golf Course within the Property to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a limited partnership duly formed and in good standing under the laws of the State of Florida, and 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.

Executed this ____ day of _____, 1993.

JULINGTON CREEK GOLF, LTD.
By and Through Its General Partner
Riverside Golf Group, Inc.

By: 
Print Name STEVEN N. MELNYK
Its _____ President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of Nov., 1993, by Steven N. Melnyk, the ___ president of Riverside Golf Group, Inc., a florida corporation, general partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the partnership, who is known to me and who did not take an oath.

Leslie C. Bowley
Print Name Leslie C. Bowley
Notary Public, State of Florida
My Commission Expires:
My Commission Number:
(Notarial Seal)



LESLIE C. BOWLEY
MY COMMISSION # CC 215040 EXPIRES
AUGUST 9, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A" (continued)

TRACTS "I" AND "J"

A PART OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE BEING RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF TRACT "L", SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD BY JULINGTON CREEK UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 146.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°54'39" EAST AND A CHORD DISTANCE OF 146.77 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°14'03" EAST, AND A CHORD DISTANCE OF 72.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 77.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST, AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 03°19'21" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 154.21 FEET; THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET; THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET; THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET; THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 589.12 FEET; THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET; THENCE SOUTH 58°20'50" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET; THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET; THENCE SOUTH 10°48'08" EAST, A DISTANCE OF 27.01 FEET; THENCE SOUTH 40°53'43" EAST, A DISTANCE OF 64.75 FEET; THENCE SOUTH 67°29'27" EAST, A DISTANCE OF 46.07 FEET; THENCE SOUTH 81°59'38" EAST, A DISTANCE OF 35.53 FEET; THENCE NORTH 83°17'55" EAST, A DISTANCE OF 47.83 FEET; THENCE NORTH 83°12'51" EAST, A DISTANCE OF 65.95 FEET; THENCE NORTH 87°39'07" EAST, A DISTANCE OF 73.58 FEET; THENCE SOUTH 61°42'03" EAST, A

II BIT "A" (continued)

OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST, A DISTANCE OF 27.85 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 431.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°55'49" EAST AND A CHORD DISTANCE OF 51.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, A DISTANCE OF 377.13 FEET TO A POINT ON A CURVE, SAID POINT BEING THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 0.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°01'32" WEST AND A CHORD DISTANCE OF 0.59 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.24 ACRES MORE OR LESS.

E: BIT "A" (continued)

DISTANCE OF 13.14 FEET; THENCE SOUTH 29°21'27" EAST, A DISTANCE OF 35.31 FEET; THENCE SOUTH 77°32'03" EAST, A DISTANCE OF 33.72 FEET; THENCE SOUTH 88°50'42" EAST, A DISTANCE OF 66.14 FEET; THENCE SOUTH 56°02'57" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 38°02'09" EAST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 26°39'29" EAST, A DISTANCE OF 118.28 FEET; THENCE SOUTH 31°24'54" EAST, A DISTANCE OF 119.81 FEET; THENCE SOUTH 63°16'05" EAST, A DISTANCE OF 98.16 FEET; THENCE SOUTH 63°21'53" EAST, A DISTANCE OF 81.79 FEET; THENCE SOUTH 71°17'18" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 78°42'54" EAST, A DISTANCE OF 62.41 FEET; THENCE SOUTH 80°52'01" EAST, A DISTANCE OF 31.78 FEET; THENCE SOUTH 89°16'23" EAST, A DISTANCE OF 37.22 FEET; THENCE SOUTH 75°29'58" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 47°27'13" EAST, A DISTANCE OF 39.88 FEET; THENCE SOUTH 06°48'57" EAST, A DISTANCE OF 28.72 FEET; THENCE SOUTH 21°43'41" EAST, A DISTANCE OF 26.04 FEET; THENCE SOUTH 35°51'43" EAST, A DISTANCE OF 34.35 FEET; THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET; THENCE SOUTH 67°56'48" EAST, A DISTANCE OF 25.85 FEET; THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.55 FEET; THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'35" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'55" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.52 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 05°15'00" WEST, A DISTANCE OF 156.82 FEET; THENCE SOUTH 37°32'59" WEST, A DISTANCE OF 84.88 FEET; THENCE SOUTH 13°39'13" EAST, A DISTANCE OF 236.16 FEET; THENCE SOUTH 35°51'47" WEST, A DISTANCE OF 232.51 FEET; THENCE SOUTH 35°21'53" EAST, A DISTANCE OF 71.76 FEET; THENCE SOUTH 59°30'03" WEST, A DISTANCE OF 141.24 FEET; THENCE SOUTH 57°29'37" WEST, A DISTANCE OF 43.81 FEET; THENCE SOUTH 55°35'23" WEST, A DISTANCE OF 75.41 FEET; THENCE SOUTH 48°40'19" WEST, A DISTANCE OF 30.38 FEET; THENCE SOUTH 45°30'45" WEST, A DISTANCE OF 37.76 FEET; THENCE SOUTH 48°29'09" WEST, A DISTANCE OF 50.65 FEET; THENCE SOUTH 36°54'17" WEST, A DISTANCE OF 52.39 FEET; THENCE SOUTH 20°26'35" WEST, A DISTANCE OF 51.59 FEET; THENCE SOUTH 14°02'46" WEST, A DISTANCE OF 39.27 FEET; THENCE SOUTH 08°29'48" WEST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 05°10'05" EAST, A DISTANCE OF 49.34 FEET; THENCE SOUTH 00°30'10" WEST, A DISTANCE OF 46.81 FEET; THENCE SOUTH 08°23'20" WEST, A DISTANCE OF 30.68 FEET; THENCE SOUTH 18°09'52" WEST, A DISTANCE OF 59.70 FEET; THENCE SOUTH 24°39'49" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°02'53" WEST, A DISTANCE OF 56.43 FEET; THENCE SOUTH 01°10'32" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 23°55'15" EAST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 42°15'11" EAST, A DISTANCE OF 59.87 FEET; THENCE SOUTH 79°42'56" EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 14°54'16" EAST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 03°51'00" WEST, A DISTANCE OF 99.61 FEET; THENCE SOUTH 02°30'00" EAST, ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD BY JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID

E IBIT "A" (continued)

PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 624.09 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1263.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°58'11" WEST, AND A CHORD DISTANCE OF 1244.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 328.10 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST (AT 121.39 FEET PASSING THROUGH REFERENCE POINT "A"), A DISTANCE OF 296.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 205.51 FEET; THENCE SOUTH 28°17'05" EAST, A DISTANCE OF 225.41 FEET; THENCE SOUTH 38°32'32" EAST, A DISTANCE OF 74.72 FEET; THENCE SOUTH 52°51'05" EAST, A DISTANCE OF 200.91 FEET; THENCE SOUTH 52°49'42" EAST, A DISTANCE OF 194.96 FEET; THENCE SOUTH 76°02'56" EAST, A DISTANCE OF 335.00 FEET; THENCE NORTH 72°15'14" EAST, A DISTANCE OF 386.42 FEET; THENCE NORTH 18°32'18" EAST, A DISTANCE OF 234.31 FEET; THENCE NORTH 12°30'39" WEST, A DISTANCE OF 72.98 FEET; THENCE NORTH 08°16'27" EAST, A DISTANCE OF 89.43 FEET; THENCE NORTH 41°12'05" WEST, A DISTANCE OF 97.98 FEET; THENCE NORTH 04°22'31" WEST, A DISTANCE OF 107.81 FEET; THENCE NORTH 06°45'45" WEST, A DISTANCE OF 59.72 FEET; THENCE NORTH 26°05'52" EAST, A DISTANCE OF 80.75 FEET; THENCE NORTH 29°05'32" EAST, A DISTANCE OF 57.94 FEET; THENCE NORTH 53°12'33" EAST, A DISTANCE OF 80.13 FEET; THENCE NORTH 27°02'10" EAST, A DISTANCE OF 64.39 FEET; THENCE NORTH 27°01'35" EAST, A DISTANCE OF 65.56 FEET; THENCE NORTH 48°01'06" EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH 26°40'24" EAST, A DISTANCE OF 72.36 FEET; THENCE NORTH 31°51'37" EAST, A DISTANCE OF 50.64 FEET; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 90.06 FEET; THENCE NORTH 33°27'35" EAST, A DISTANCE OF 55.03 FEET; THENCE NORTH 26°47'15" EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 86°32'06" EAST, A DISTANCE OF 51.52 FEET; THENCE NORTH 84°06'30" EAST, A DISTANCE OF 38.31 FEET; THENCE SOUTH 88°51'32" EAST, A DISTANCE OF 27.45 FEET; THENCE NORTH 22°20'52" EAST, A DISTANCE OF 219.46 FEET; THENCE NORTH 23°33'26" WEST, A DISTANCE OF 252.97 FEET; THENCE NORTH 47°37'39" WEST, A DISTANCE OF 70.86 FEET; THENCE NORTH 11°17'36" WEST, A DISTANCE OF 102.70 FEET; THENCE NORTH 07°32'08" WEST, A DISTANCE OF 46.75 FEET; THENCE NORTH 05°53'40" WEST, A DISTANCE OF 54.71 FEET; THENCE SOUTH 84°44'18" EAST, A DISTANCE OF 51.17 FEET; THENCE NORTH 00°57'33" EAST, A DISTANCE OF 43.10 FEET; THENCE NORTH 31°44'34" EAST, A DISTANCE OF 54.69 FEET; THENCE SOUTH 72°08'11" EAST, A DISTANCE OF 39.75 FEET; THENCE SOUTH 43°29'18" EAST, A DISTANCE OF 67.98 FEET; THENCE SOUTH 55°29'04" EAST, A DISTANCE OF 62.10 FEET; THENCE SOUTH 68°41'41" EAST, A DISTANCE OF 66.43 FEET; THENCE SOUTH 70°16'52" EAST, A DISTANCE OF 71.46 FEET; THENCE SOUTH 68°14'50" EAST, A DISTANCE OF 67.00 FEET; THENCE NORTH 89°32'48" EAST, A DISTANCE OF 35.26 FEET; THENCE NORTH 38°54'24" EAST, A DISTANCE OF 36.35 FEET; THENCE SOUTH 57°48'23" EAST, A

EXHIBIT "A" (continued)

DISTANCE OF 54.59 FEET; THENCE NORTH 76°21'15" EAST, A DISTANCE OF 85.57 FEET; THENCE SOUTH 85°05'03" EAST, A DISTANCE OF 77.67 FEET; THENCE SOUTH 86°05'08" EAST, A DISTANCE OF 42.98 FEET; THENCE SOUTH 31°37'39" EAST, A DISTANCE OF 77.02 FEET; THENCE NORTH 87°15'57" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 82°48'30" EAST, A DISTANCE OF 24.05 FEET; THENCE SOUTH 07°11'30" WEST, A DISTANCE OF 41.12 FEET; THENCE SOUTH 36°53'17" EAST, A DISTANCE OF 10.10 FEET; THENCE SOUTH 84°40'24" EAST, A DISTANCE OF 43.97 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 42.32 FEET; THENCE NORTH 53°32'46" EAST, A DISTANCE OF 62.00 FEET; THENCE NORTH 25°39'30" EAST, A DISTANCE OF 84.23 FEET; THENCE NORTH 32°49'26" WEST, A DISTANCE OF 183.95 FEET; THENCE NORTH 57°52'07" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 79°38'53" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 78°25'26" WEST, A DISTANCE OF 51.12 FEET; THENCE NORTH 72°50'39" WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 34°06'22" WEST, A DISTANCE OF 65.91 FEET; THENCE NORTH 38°07'50" WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 56°59'20" WEST, A DISTANCE OF 89.68 FEET; THENCE NORTH 33°28'07" WEST, A DISTANCE OF 66.57 FEET; THENCE NORTH 81°37'12" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 59°48'56" WEST, A DISTANCE OF 84.50 FEET; THENCE NORTH 68°27'04" WEST, A DISTANCE OF 53.70 FEET; THENCE SOUTH 76°51'07" WEST, A DISTANCE OF 60.44 FEET; THENCE NORTH 67°18'34" WEST, A DISTANCE OF 51.11 FEET; THENCE NORTH 70°55'54" WEST, A DISTANCE OF 65.37 FEET; THENCE NORTH 58°16'00" WEST, A DISTANCE OF 97.55 FEET; THENCE NORTH 60°32'18" WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 05°45'36" EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 57.24 FEET; THENCE NORTH 88°26'07" WEST, A DISTANCE OF 19.72 FEET; THENCE NORTH 68°12'06" WEST, A DISTANCE OF 88.42 FEET; THENCE NORTH 38°00'04" WEST, A DISTANCE OF 62.54 FEET; THENCE NORTH 86°44'46" WEST, A DISTANCE OF 50.04 FEET; THENCE NORTH 69°33'51" WEST, A DISTANCE OF 67.83 FEET; THENCE NORTH 38°27'48" WEST, A DISTANCE OF 59.08 FEET; THENCE NORTH 37°11'13" WEST, A DISTANCE OF 18.96 FEET; THENCE NORTH 41°24'39" WEST, A DISTANCE OF 67.57 FEET; THENCE NORTH 45°06'05" WEST, A DISTANCE OF 67.62 FEET; THENCE NORTH 05°44'01" EAST, A DISTANCE OF 78.26 FEET; THENCE NORTH 48°46'26" EAST, A DISTANCE OF 11.29 FEET; THENCE NORTH 46°52'52" WEST, A DISTANCE OF 275.60 FEET; THENCE SOUTH 83°04'10" WEST, A DISTANCE OF 69.77 FEET; THENCE NORTH 81°43'51" WEST, A DISTANCE OF 76.31 FEET; THENCE NORTH 72°47'43" WEST, A DISTANCE OF 76.49 FEET; THENCE NORTH 25°57'04" WEST, A DISTANCE OF 69.73 FEET; THENCE NORTH 50°32'59" WEST, A DISTANCE OF 25.76 FEET; THENCE NORTH 42°12'54" WEST, A DISTANCE OF 68.89 FEET; THENCE NORTH 10°07'00" WEST, A DISTANCE OF 38.39 FEET; THENCE NORTH 44°49'52" WEST, A DISTANCE OF 69.01 FEET; THENCE NORTH 29°43'52" WEST, A DISTANCE OF 94.63 FEET; THENCE NORTH 03°34'15" WEST, A DISTANCE OF 75.73 FEET; THENCE NORTH 41°04'49" WEST, A DISTANCE OF 270.29 FEET; THENCE NORTH 51°50'36" WEST, A DISTANCE OF 60.72 FEET; THENCE NORTH 52°59'14" WEST, A DISTANCE OF 96.63 FEET; THENCE NORTH 44°44'05" WEST, A DISTANCE OF 91.38 FEET; THENCE NORTH 21°36'32" WEST, A DISTANCE OF 65.90 FEET; THENCE NORTH 10°59'57" WEST, A DISTANCE OF 75.80 FEET; THENCE NORTH 35°07'40" WEST, A DISTANCE OF 74.48 FEET; THENCE NORTH 29°04'47" WEST, A

EXHIBIT "A" (continued)

DISTANCE OF 58.34 FEET; THENCE NORTH 51°59'43" WEST, A DISTANCE OF 58.26 FEET; THENCE NORTH 44°19'57" WEST, A DISTANCE OF 66.80 FEET; THENCE NORTH 15°46'35" WEST, A DISTANCE OF 33.89 FEET; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 210.69 FEET TO REFERENCE POINT "B", THENCE NORTH 48°17'21" WEST, A DISTANCE OF 100.70 FEET; THENCE NORTH 34°55'31" EAST, A DISTANCE OF 162.32 FEET; THENCE NORTH 87°19'27" WEST, A DISTANCE OF 44.20 FEET; THENCE NORTH 27°17'47" WEST, A DISTANCE OF 47.48 FEET; THENCE NORTH 12°00'27" WEST, A DISTANCE OF 50.67 FEET; THENCE NORTH 19°21'14" WEST, A DISTANCE OF 59.23 FEET; THENCE NORTH 00°56'59" WEST, A DISTANCE OF 152.95 FEET, TO THE POINT OF BEGINNING. CONTAINING 49.37 ACRES MORE OR LESS, SURVEY MADE ON FEBRUARY 27, 1992.

TOGETHER WITH TRACT "J" FOR A POINT OF REFERENCE, RETURN TO AFORESAID REFERENCE POINT "B" IN THE ABOVE DESCRIBED 49.37 ACRE TRACT "I"; THENCE SOUTH 34°55'31" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 55°04'29" WEST, A DISTANCE OF 260.00 FEET TO POINT OF BEGINNING; THENCE SOUTH 21°45'00" WEST, A DISTANCE OF 776.05 FEET; THENCE SOUTH 09°57'15" EAST, A DISTANCE OF 237.60 FEET; THENCE NORTH 81°05'25" WEST, A DISTANCE OF 6.61 FEET; THENCE SOUTH 37°20'16" WEST, A DISTANCE OF 21.63 FEET; THENCE SOUTH 00°28'51" EAST, A DISTANCE OF 665.45 FEET; THENCE SOUTH 86°21'54" EAST, A DISTANCE OF 40.37 FEET; THENCE SOUTH 52°00'04" EAST, A DISTANCE OF 50.84 FEET; THENCE SOUTH 70°26'20" EAST, A DISTANCE OF 58.44 FEET; THENCE SOUTH 36°24'18" EAST, A DISTANCE OF 63.90 FEET; THENCE SOUTH 42°28'34" EAST, A DISTANCE OF 96.84 FEET; THENCE SOUTH 44°56'16" EAST, A DISTANCE OF 610.19 FEET; THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 934.73 FEET; THENCE SOUTH 87°26'06" WEST, A DISTANCE OF 147.62 FEET; THENCE SOUTH 04°12'34" EAST, A DISTANCE OF 204.35 FEET TO A POINT AT THE NORTHEAST CORNER OF EASEMENT "A"; THENCE SOUTH 69°50'00" WEST ALONG THE NORTH LINE OF SAID EASEMENT "A", A DISTANCE OF 52.38 FEET; THENCE NORTH 16°43'08" WEST LEAVING SAID EASEMENT "A", A DISTANCE OF 80.65 FEET; THENCE NORTH 05°39'38" WEST, A DISTANCE OF 77.52 FEET; THENCE NORTH 04°30'00" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 40°37'19" EAST, A DISTANCE OF 74.24 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 80.73 FEET; THENCE NORTH 11°48'50" WEST, A DISTANCE OF 519.08 FEET; THENCE NORTH 41°11'41" WEST, A DISTANCE OF 83.59 FEET; THENCE NORTH 61°20'46" WEST, A DISTANCE OF 261.37 FEET; THENCE NORTH 35°22'25" WEST, A DISTANCE OF 109.59 FEET; THENCE NORTH 15°32'37" WEST, A DISTANCE OF 124.58 FEET; THENCE NORTH 56°04'33" WEST, A DISTANCE OF 350.47 FEET; THENCE NORTH 00°28'51" WEST, ALONG A WEST LINE OF SAID JULINGTON CREEK UNIT NINE, A DISTANCE OF 715.69 FEET TO THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 27 EAST; THENCE NORTH 13°31'04" EAST, A DISTANCE OF 157.95 FEET; THENCE NORTH 14°05'27" EAST, A DISTANCE OF 239.62 FEET; THENCE NORTH 54°28'22" WEST, A DISTANCE OF 75.12 FEET; THENCE NORTH 47°25'19" EAST, A DISTANCE OF 15.30 FEET; THENCE NORTH 25°02'33" EAST, A DISTANCE OF 26.30 FEET; THENCE NORTH 01°42'57" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 09°23'34" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 31°31'50" EAST, A DISTANCE OF 34.13 FEET; THENCE

EXHIBIT "A" (continued)

NORTH 82°16'13" EAST, A DISTANCE OF 24.80 FEET; THENCE NORTH 87°10'05" EAST, A DISTANCE OF 45.93 FEET; THENCE NORTH 43°26'47" EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 16°55'19" EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 27°44'45" EAST, A DISTANCE OF 40.19 FEET; THENCE NORTH 42°52'47" EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 58°16'34" EAST, A DISTANCE OF 39.98 FEET; THENCE NORTH 44°49'52" EAST, A DISTANCE OF 34.55 FEET; THENCE NORTH 25°16'00" EAST, A DISTANCE OF 19.33 FEET; THENCE NORTH 00°57'41" EAST, A DISTANCE OF 116.72 FEET; THENCE NORTH 14°26'53" WEST, A DISTANCE OF 27.37 FEET; THENCE NORTH 21°02'04" WEST, A DISTANCE OF 46.32 FEET; THENCE NORTH 08°15'02" WEST, A DISTANCE OF 19.31 FEET; THENCE NORTH 12°23'26" EAST, A DISTANCE OF 27.98 FEET; THENCE NORTH 27°27'47" EAST, A DISTANCE OF 33.05 FEET; THENCE NORTH 22°37'40" WEST, A DISTANCE OF 19.59 FEET; THENCE NORTH 16°58'33" WEST, A DISTANCE OF 6.13 FEET; THENCE NORTH 06°46'14" EAST, A DISTANCE OF 15.81 FEET; THENCE NORTH 23°31'11" WEST, A DISTANCE OF 19.50 FEET; THENCE NORTH 12°58'55" EAST, A DISTANCE OF 15.10 FEET; THENCE NORTH 38°36'36" EAST, A DISTANCE OF 37.27 FEET; THENCE NORTH 17°49'49" EAST, A DISTANCE OF 20.18 FEET; THENCE NORTH 30°53'20" EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 35°51'38" EAST, A DISTANCE OF 34.26 FEET; THENCE NORTH 05°22'18" WEST, A DISTANCE OF 35.45 FEET; THENCE NORTH 24°08'12" WEST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 55°04'29" EAST, A DISTANCE OF 294.63 FEET, TO THE POINT OF BEGINNING. CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 27, 1992, 20.16 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

EXHIBIT "A"

PART OF TRACTS "D" AND "E"

A PART OF TRACT "D" AND TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 320.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°56'12" EAST, AND A CHORD DISTANCE OF 320.35 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 75°53'22" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 228.82 FEET; THENCE SOUTH 66°07'22" EAST, A DISTANCE OF 117.98 FEET; THENCE SOUTH 76°14'40" EAST, A DISTANCE OF 351.56 FEET; THENCE SOUTH 58°29'07" EAST, A DISTANCE OF 582.48 FEET; THENCE SOUTH 68°47'39" EAST, A DISTANCE OF 122.12 FEET; THENCE SOUTH 09°55'55" WEST, A DISTANCE OF 188.40 FEET; THENCE SOUTH 33°11'47" WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 06°48'13" EAST, A DISTANCE OF 455.00 FEET; THENCE NORTH 66°41'47" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 64°18'13" EAST, ALONG A NORTH LINE OF SAID TRACT "D" AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 220.00 FEET, TO A POINT AT THE MOST SOUTHERLY CORNER OF BLOCK 42 OF SAID JULINGTON CREEK UNIT FIVE; THENCE NORTH 53°56'10" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 147.92 FEET; THENCE NORTH 21°03'56" EAST, ALONG SAID BLOCK 42, A DISTANCE OF 30.00 FEET; THENCE SOUTH 68°56'04" EAST, ALONG THE SOUTHERLY LINES OF LANDS RECORDED IN OFFICIAL RECORDS VOLUME 443, PAGE 451 AND OFFICIAL RECORDS VOLUME 328, PAGE 644 OF SAID PUBLIC RECORDS, A DISTANCE OF 798.70 FEET; THENCE SOUTH 21°03'56" WEST ALONG A LINE OF BLOCK 54, SAID JULINGTON CREEK UNIT FIVE, A DISTANCE OF 409.75 FEET; THENCE SOUTH 19°12'00" EAST ALONG A LINE OF SAID BLOCK 54, A DISTANCE OF 174.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 422.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 227.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34°38'25" EAST AND A CHORD DISTANCE OF 225.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°04'50" EAST, CONTINUING ALONG SAID BLOCK 54, A DISTANCE OF 63.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 233.57 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°56'03" EAST, AND A CHORD DISTANCE OF 106.25 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID BLOCK 54 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°27'24" EAST, AND A CHORD DISTANCE OF 29.16 FEET TO A POINT OF CUSP OF A CURVE LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AS SHOWN

EXHIBIT "A" (continued)

ON SAID UNIT FIVE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 106.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°47'56" WEST, AND A CHORD DISTANCE OF 106.38 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG BLOCK 53 AS SHOWN ON SAID JULINGTON CREEK UNIT FIVE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°26'16" EAST AND A CHORD DISTANCE OF 38.46 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 173.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 55.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°57'53" WEST, AND A CHORD DISTANCE OF 55.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°04'50" WEST CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 63.53 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 482.57 FEET; THENCE NORTHWESTERLY ALONG SAID BLOCK 53 AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 34°38'25" WEST, AND A CHORD DISTANCE OF 256.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°12'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 137.51 FEET; THENCE NORTH 67°45'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 121.38 FEET; THENCE SOUTH 76°49'39" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 144.81 FEET; THENCE SOUTH 28°15'50" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 105.59 FEET; THENCE SOUTH 12°47'00" WEST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 122.02 FEET; THENCE SOUTH 54°46'57" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 83.23 FEET; THENCE SOUTH 33°59'47" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 207.46 FEET; THENCE SOUTH 40°45'36" EAST, CONTINUING ALONG SAID BLOCK 53, A DISTANCE OF 311.62 FEET TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE OF TEABERRY TRACE, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 378.63 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°18'56" WEST, AND A CHORD DISTANCE OF 161.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.80 FEET, TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 40.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°53'06" WEST, AND A CHORD DISTANCE OF 36.50 FEET, TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DURBIN CREEK BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 2494.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°38'44" WEST, AND A CHORD DISTANCE OF

EXHIBIT "A" (continued)

2392.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°39'50" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 20.53 FEET; THENCE NORTH 30°20'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 59°39'50" EAST, A DISTANCE OF 364.77 FEET; THENCE SOUTH 72°34'06" EAST, A DISTANCE OF 262.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E"; THENCE NORTH 11°48'06" WEST LEAVING SAID CORNER OF TRACT "E", A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 406.19 FEET TO A POINT ON A NORTHERLY LINE OF SAID TRACT "E"; THENCE NORTH 69°13'17" WEST ALONG SAID NORTHERLY LINE OF TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'17" WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 514.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 65.65 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 65.65 ACRE TRACT OF LAND BEING SUBJECT TO A 2.96 ACRE EASEMENT TO JACKSONVILLE ELECTRIC AUTHORITY AS RECORDED IN OFFICIAL RECORDS VOLUME 705, PAGES 473 AND 474 OF THE PUBLIC RECORDS OF SAID COUNTY.

EXHIBIT "A" (continued)

PARCEL ONE

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET; THENCE SOUTH 75°54'44" WEST LEAVING SAID NORTH LINE OF TRACT "M", A DISTANCE OF 119.65 FEET; THENCE NORTH 87°24'49" WEST, A DISTANCE OF 95.71 FEET; THENCE NORTH 72°47'14" WEST, A DISTANCE OF 111.18 FEET; THENCE NORTH 16°44'46" WEST, A DISTANCE OF 95.94 FEET, TO A POINT AT A CORNER TO BLOCK 10 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 52°08'35" EAST ALONG A SOUTHERLY LINE OF JULINGTON CREEK UNIT ONE, BLOCK 10, A DISTANCE OF 712.63 FEET; THENCE NORTH 58°40'10" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 489.76 FEET; THENCE NORTH 45°30'17" EAST, CONTINUING ALONG SAID BLOCK 10, A DISTANCE OF 322.06 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 178.89 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 9.30 ACRES MORE OR LESS.

ABOVE DESCRIBED 9.30 ACRE TRACT OF LAND BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 40.00 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 19°27'04" WEST, A DISTANCE OF 179.50 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 208.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 101.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°24'11" WEST AND A CHORD DISTANCE OF 100.64 FEET TO A POINT ON SAID CURVE; THENCE NORTH 45°30'17" EAST, A DISTANCE OF 40.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 248.70 FEET; THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.12 FEET, SAID ARC BEING

EXHIBIT "A" (continued)

SUBTENDED BY A CHORD BEARING OF SOUTH 33°10'22" EAST, AND A CHORD DISTANCE OF 117.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°27'04" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF LOLLY LOOP, A DISTANCE OF 170.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.26 ACRES MORE OR LESS.

EXHIBIT "A" (continued)

PARCEL TWO

A PART OF TRACT "H" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST, AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 349.69 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST, AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 593.69 FEET, TO A POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 904.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°16'25" WEST, AND A CHORD DISTANCE OF 897.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH 05°08'13" WEST, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 209.37 FEET; THENCE NORTH 85°08'13" WEST TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "E" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 295.00 FEET; THENCE NORTH 04°51'47" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 415.00 FEET; THENCE SOUTH 85°08'13" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 47°51'47" EAST, A DISTANCE OF 340.00 FEET; THENCE SOUTH 53°42'39" EAST, A DISTANCE OF 132.18 FEET; THENCE SOUTH 33°51'47" WEST, A DISTANCE OF 539.61 FEET; THENCE NORTH 70°45'38" EAST, ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 74°49'33" EAST, CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 248.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 16.76 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 16.76 ACRE TRACT BEING SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT BEING 40.00 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M", SAID CORNER LYING ON THE

EXHIBIT "A" (continued)

WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT) SAID POINT LYING ON A CURVE SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 516.06 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 19.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°16'54" EAST AND A CHORD DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°20'15" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 349.69 FEET TO THE POINT OF CURVE OF A CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°17'51" WEST AND A CHORD DISTANCE OF 35.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID MAP OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT) A DISTANCE OF 14.45 FEET; THENCE NORTH 26°20'15" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 378.59 FEET; THENCE NORTH 43°32'30" EAST, A DISTANCE OF 42.97 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.35 ACRES MORE OR LESS.

EXHIBIT "A" (continued)

PART OF TRACT "K"

A PART OF TRACT "K", AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "P" OF SAID JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT "K", OF SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 60°00'22" WEST ALONG THE NORTHEASTERLY LINE OF TRACT "G-4", A DISTANCE OF 160.79 FEET; THENCE NORTH 36°46'15" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 85.72 FEET; THENCE NORTH 53°40'26" EAST, LEAVING THE NORTHWESTERLY LINE OF SAID TRACT "G-4" A DISTANCE OF 476.52 FEET; THENCE NORTH 86°50'06" EAST, A DISTANCE OF 393.12 FEET; THENCE SOUTH 75°29'00" EAST, A DISTANCE OF 150.16 FEET; THENCE NORTH 31°59'47" EAST, A DISTANCE OF 45.65 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 75°58'33" EAST, ALONG THE SAID SOUTHERLY LINE OF BLOCK 5, SAID JULINGTON CREEK UNIT ONE, A DISTANCE OF 399.91 FEET; THENCE SOUTH 61°40'57" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF BLOCK 5, A DISTANCE OF 119.73 FEET; THENCE NORTH 35°00'15" EAST, ALONG AN EASTERLY LINE, OF BLOCK 5, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 130.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 644.11 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LARKSPUR LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 131.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°09'49" EAST, AND A CHORD DISTANCE OF 130.90 FEET, TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 469.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 220.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°46'58" EAST, AND A CHORD DISTANCE OF 218.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°14'03" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.36 FEET; TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 35.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°11'40" EAST, AND A CHORD DISTANCE OF 32.83 FEET; TO A POINT OF REVERSE CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 152.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°13'45" WEST, AND A CHORD DISTANCE OF 152.29 FEET TO A POINT ON SAID CURVE; THENCE NORTH 81°24'30" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AND ALONG THE NORTHERLY LINE OF SAID TRACT "P", A DISTANCE OF 901.29 FEET; THENCE SOUTH 87°07'38" WEST, CONTINUING

IBIT "A" (continued)

ALONG SAID TRACT "P", A DISTANCE OF 558.70 FEET; THENCE SOUTH 51°41'33" WEST, CONTINUING ALONG SAID TRACT "P", A DISTANCE OF 201.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 11.18 ACRES MORE OR LESS.

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

EXHIBIT "A" (continued)

PART OF TRACT "J"

A PART OF TRACT "J" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF TRACT "N", JULINGTON CREEK UNIT ONE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRACT "J" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 51°41'33" WEST, ALONG A NORTH LINE OF THE AFORESAID TRACT "N" OF JULINGTON CREEK UNIT ONE, A DISTANCE OF 208.56 FEET; THENCE SOUTH 60°16'09" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 510.15 FEET; THENCE SOUTH 69°40'53" WEST, CONTINUING ALONG A NORTH LINE OF SAID TRACT "N", A DISTANCE OF 171.31 FEET; THENCE NORTH 11°10'59" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 162.22 FEET; THENCE NORTH 24°13'09" EAST, A DISTANCE OF 263.54 FEET, TO A POINT ON THE SOUTH LINE OF BLOCK 12 OF THE AFORESAID JULINGTON CREEK UNIT ONE; THENCE NORTH 68°52'59" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 466.31 FEET; THENCE NORTH 47°03'43" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 12, A DISTANCE OF 199.56 FEET TO THE WESTERLY LINE OF TRACT "G-4" OF SAID JULINGTON CREEK UNIT ONE; THENCE SOUTH 28°20'54" EAST, ALONG THE WESTERLY LINE OF SAID TRACT "G-4", A DISTANCE OF 89.15 FEET; THENCE SOUTH 20°09'04" EAST, A DISTANCE OF 195.15 FEET, TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS ON FEBRUARY 11, 1992, 5.65 ACRES MORE OR LESS.

EXHIBIT "A" (continued)

TRACT "L" JULINGTON CREEK

91208.03

BEING ALL OF TRACT "L" AS SHOWN ON THE MAP OF JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 31 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 43°32'30" EAST ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 686.53 FEET; THENCE NORTH 57°21'52" EAST CONTINUING ALONG A SOUTHERLY LINE OF TRACT "N" A DISTANCE OF 693.07 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF TRACT "G-4" AS SHOWN ON SAID PLAT OF JULINGTON CREEK UNIT ONE; THENCE NORTH 67°27'59" EAST ALONG A SOUTHERLY LINE OF TRACT "G-4" A DISTANCE OF 160.08 FEET; THENCE SOUTH 77°36'06" EAST CONTINUING ALONG A SOUTH LINE OF TRACT "G-4" A DISTANCE OF 286.64 FEET; THENCE SOUTH 42°40'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 445.56 FEET; THENCE NORTH 71°43'59" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 404.65 FEET; THENCE NORTH 74°41'56" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 111.18 FEET; THENCE NORTH 37°02'53" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 143.45 FEET; THENCE SOUTH 47°00'30" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 82.01 FEET; THENCE NORTH 65°03'21" EAST CONTINUING ALONG SAID TRACT "G-4" A DISTANCE OF 90.36 FEET TO A POINT ON A LINE OF BLOCK 7, JULINGTON CREEK UNIT ONE; THENCE SOUTH 34°38'54" WEST CONTINUING ALONG LINES OF SAID BLOCK 7, A DISTANCE OF 37.55 FEET; THENCE SOUTH 21°36'08" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 160.26 FEET; THENCE NORTH 87°56'07" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 99.68 FEET; THENCE SOUTH 49°50'43" EAST CONTINUING ALONG SAID BLOCK 7, A DISTANCE OF 601.05 FEET; THENCE NORTH 54°01'10" EAST CONTINUING ALONG A SOUTHERLY LINE OF SAID BLOCK 7 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 93.50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 223.40 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°29'58" EAST AND A CHORD DISTANCE OF 223.34 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°49'00" WEST AND A CHORD DISTANCE OF 34.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON THE SAID PLAT OF JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 56°30'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY

EXHIBIT "A" (continued)

RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 162.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°35'45" WEST AND A CHORD DISTANCE OF 161.97 FEET TO A POINT ON SAID CURVE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF BLOCK 8 AS SHOWN ON SAID JULINGTON CREEK UNIT ONE; THENCE NORTH 26°44'45" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND WITH LINES OF SAID BLOCK 8, A DISTANCE OF 141.79 FEET; THENCE NORTH 56°03'41" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 357.66 FEET; THENCE NORTH 69°57'14" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 806.10 FEET; THENCE NORTH 81°31'06" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 115.26 FEET; THENCE SOUTH 87°04'56" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'08" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°55'38" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 294.08 FEET; THENCE SOUTH 65°44'46" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'58" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG LINES OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG LINES OF SAID BLOCK 8 TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, A DISTANCE OF 171.59 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF SAID DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 219.74 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.65 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS 25.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE NORTHERLY LINE OF DAVIS POND BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP; THENCE NORTH 26°20'15" WEST CONTINUING ALONG THE EASTERLY LINE OF SAID LOLLY LOOP, A DISTANCE OF 352.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 41.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°43'23" WEST AND A CHORD DISTANCE OF 41.61 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY PERFORMED BY NORTHEAST FLORIDA SURVEYORS DATED ON FEBRUARY 11, 1992, 28.34 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 28.34 ACRE TRACT OF LAND BEING SUBJECT TO A 25 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT LYING 25.00 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF TRACT "N" AS SHOWN ON SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE EASTERLY RIGHT-

PARCEL "A"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET: THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET: THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET; THENCE NORTH 89°48'58" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°34'49" WEST, A DISTANCE OF 175.39 FEET; THENCE NORTH 60°22'18" WEST, A DISTANCE OF 36.93 FEET; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 187.16 FEET TO THE POINT OF BEGINNING.

PARCEL M-2

PART OF TRACT "M" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 43°32'30" WEST ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 248.09 FEET; THENCE SOUTH 74°49'33" WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 683.84 FEET; THENCE SOUTH 70°45'38" WEST CONTINUING ALONG A SOUTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 393.53 FEET; THENCE NORTH 33°51'47" EAST, A DISTANCE OF 107.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 33°51'47" EAST, A DISTANCE OF 431.68 FEET; THENCE SOUTH 11°46'22" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 45°16'22" WEST, A DISTANCE OF 367.79 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER, SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST, A DISTANCE OF 160.23 FEET; THENCE NORTH 04°12'34" WEST, A DISTANCE OF 266.75 FEET; THENCE NORTH 87°26'06" EAST, A DISTANCE OF 147.62 FEET; THENCE NORTH 02°20'58" WEST, A DISTANCE OF 577.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°20'58" WEST, A DISTANCE OF 356.84 FEET; THENCE SOUTH 15°33'57" EAST, A DISTANCE OF 144.26 FEET; THENCE SOUTH 06°18'58" WEST, A DISTANCE OF 218.90 FEET TO THE POINT OF BEGINNING.

PARCEL M-1

PART OF TRACTS "H" AND "M" AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "M", SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP, AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 69°40'53" WEST ALONG A NORTHERLY LINE OF SAID TRACT "M", A DISTANCE OF 95.82 FEET; THENCE SOUTH 46°18'41" WEST CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 227.37 FEET; THENCE SOUTH 52°42'10" WEST CONTINUING ALONG SAID TRACT "M", A DISTANCE OF 924.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37°17'50" EAST, A DISTANCE OF 34.10 FEET; THENCE SOUTH 04°24'58" WEST, A DISTANCE OF 134.59 FEET; THENCE SOUTH 13°56'27" WEST, A DISTANCE OF 145.10 FEET; THENCE SOUTH 31°33'16" WEST, A DISTANCE OF 173.91 FEET; THENCE SOUTH 08°19'15" WEST, A DISTANCE OF 74.06 FEET; THENCE NORTH 53°45'27" WEST, A DISTANCE OF 65.79 FEET; THENCE NORTH 32°58'12" EAST, A DISTANCE OF 59.41 FEET; THENCE NORTH 15°50'17" EAST, A DISTANCE OF 56.10 FEET; THENCE NORTH 37°39'23" EAST, A DISTANCE OF 46.45 FEET; THENCE NORTH 40°03'11" EAST, A DISTANCE OF 72.42 FEET; THENCE NORTH 11°39'18" EAST, A DISTANCE 46.93 FEET; THENCE NORTH 06°49'05" EAST, A DISTANCE OF 34.86 FEET; THENCE NORTH 19°29'27" EAST, A DISTANCE OF 59.10 FEET; THENCE NORTH 04°08'45" EAST, A DISTANCE OF 45.40 FEET; THENCE NORTH 03°53'13" EAST, A DISTANCE OF 49.39 FEET; THENCE NORTH 19°06'41" WEST, A DISTANCE OF 52.21 FEET; THENCE NORTH 75°54'44" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

LESS AND EX T AND FOLLOWING DESCRIBED PARC. OF LAND:

PARCEL E-1

A PART OF TRACT "D", JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT "E", SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 97.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'27" EAST AND A CHORD DISTANCE OF 96.99 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 60°48'51" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 144.98 FEET; THENCE SOUTH 58°07'27" EAST, A DISTANCE OF 80.78 FEET; THENCE SOUTH 68°46'05" EAST, A DISTANCE OF 310.79 FEET; THENCE SOUTH 68°32'19" EAST, A DISTANCE OF 175.81 FEET; THENCE SOUTH 77°22'51" EAST, A DISTANCE OF 336.82 FEET; THENCE SOUTH 02°38'40" WEST ALONG A LINE TO ITS INTERSECTION WITH A NORTHERLY LINE OF AFORESAID TRACT "E", A DISTANCE OF 56.94 FEET; THENCE NORTH 69°13'17" WEST ALONG A NORTH LINE OF SAID TRACT "E", A DISTANCE OF 520.59 FEET; THENCE NORTH 74°17'18" WEST CONTINUING ALONG A NORTH LINE OF SAID TRACT "E", A DISTANCE OF 514.43 FEET TO THE POINT OF BEGINNING.

PARCEL E-2

A PART OF TRACT "E" OF JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF TRACT "E", SAID CORNER LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 63°33'56" EAST ALONG A SOUTHERLY LINE OF SAID TRACT "E", A DISTANCE OF 198.34 FEET; THENCE NORTH 37°33'56" EAST, CONTINUING ALONG A SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 170.00 FEET; THENCE SOUTH 80°26'04" EAST CONTINUING ALONG A SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 270.00 TO THE SOUTHEASTERLY CORNER OF SAID TRACT "E" AND THE POINT OF BEGINNING; THENCE NORTH 11°48'06" WEST, A DISTANCE OF 566.21 FEET; THENCE NORTH 31°46'43" EAST, A DISTANCE OF 116.15 FEET; THENCE SOUTH 21°33'58" WEST, A DISTANCE OF 118.97 FEET; THENCE SOUTH 12°43'12" EAST, A DISTANCE OF 255.99 FEET; THENCE SOUTH 16°06'40" EAST, A DISTANCE OF 229.58 FEET; THENCE SOUTH 16°45'54" WEST, A DISTANCE OF 75.26 FEET TO THE POINT OF BEGINNING.

PARCEL "I-1"

PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT "L" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°40'35" EAST AND A CHORD DISTANCE OF 218.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE DUE EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2500.00 FEET: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°32'30" EAST AND A CHORD DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 2500.00 FEET: THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°39'03" EAST AND A CHORD DISTANCE OF 37.61 FEET TO A POINT ON SAID CURVE: THENCE SOUTH 03°19'21" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 154.21 FEET: THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET: THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET: THENCE NORTH 73°34'10" WEST, A DISTANCE OF 52.58 FEET: THENCE NORTH 55°45'19" WEST, A DISTANCE OF 113.40 FEET: THENCE NORTH 08°42'05" EAST, A DISTANCE OF 85.30 FEET: THENCE NORTH 07°24'34" WEST, A DISTANCE OF 179.97 FEET TO THE POINT OF BEGINNING.

PART OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT "L" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD PER JULINGTON CREEK UNIT FIVE, AS RECORDED IN MAP BOOK 17, PAGES 1 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2700.00 FEET: THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 218.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°40'35" EAST AND A CHORD DISTANCE OF 218.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE DUE EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 175.37 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2500.00 FEET: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°06'38" EAST AND A CHORD DISTANCE OF 77.60 FEET TO A POINT ON SAID CURVE: THENCE SOUTH 03°19'21" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD, A DISTANCE OF 154.21 FEET: THENCE SOUTH 22°43'50" EAST, A DISTANCE OF 108.07 FEET: THENCE SOUTH 37°58'07" EAST, A DISTANCE OF 108.32 FEET: THENCE SOUTH 52°20'00" EAST, A DISTANCE OF 409.56 FEET: THENCE SOUTH 50°21'54" EAST, A DISTANCE OF 78.12 FEET: THENCE SOUTH 45°21'21" EAST, A DISTANCE OF 87.68 FEET: THENCE SOUTH 40°02'16" EAST, A DISTANCE OF 87.68 FEET: THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 77.94 FEET: THENCE SOUTH 30°26'34" EAST, A DISTANCE OF 78.48 FEET: THENCE SOUTH 29°10'00" EAST, A DISTANCE OF 589.12 FEET: THENCE SOUTH 43°12'50" EAST, A DISTANCE OF 107.26 FEET: THENCE SOUTH 58°20'50" EAST, A DISTANCE OF 107.02 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 74°19'34" EAST, A DISTANCE OF 107.02 FEET: THENCE SOUTH 23°18'53" EAST, A DISTANCE OF 116.08 FEET: THENCE NORTH 29°31'17" WEST, A DISTANCE OF 31.32 FEET: THENCE NORTH 50°58'41" WEST, A DISTANCE OF 171.89 FEET TO THE POINT OF BEGINNING.

PARCEL "I-3"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET: THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET: THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET: THENCE NORTH 89°48'58" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET TO THE POINT OF BEGINNING: THENCE NORTH 03°39'30" WEST, A DISTANCE OF 174.19 FEET: THENCE NORTH 34°48'39" WEST, A DISTANCE OF 242.52 FEET: THENCE NORTH 07°50'03" WEST, A DISTANCE OF 130.81 FEET: THENCE SOUTH 46°15'53" EAST, A DISTANCE OF 138.98 FEET: THENCE SOUTH 67°56'48" EAST, A DISTANCE OF 25.85 FEET: THENCE SOUTH 71°03'28" EAST, A DISTANCE OF 77.55 FEET: THENCE SOUTH 04°40'00" WEST, A DISTANCE OF 372.82 FEET TO THE POINT OF BEGINNING.

PARCEL "I-4"

PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1288 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT "M" OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT, AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 31 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 885.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°02'35" WEST AND A CHORD DISTANCE OF 875.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°57'50" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2100.01 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1128.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°34'25" WEST AND A CHORD DISTANCE OF 1114.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°11'01" WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.22 FEET; THENCE NORTH 89°48'58" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 331.43 FEET; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 187.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°40'00" WEST, A DISTANCE OF 62.84 FEET; THENCE NORTH 82°28'37" WEST, A DISTANCE OF 55.93 FEET; THENCE NORTH 66°29'35" WEST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 89°23'55" WEST, A DISTANCE OF 93.43 FEET; THENCE SOUTH 58°26'05" WEST, A DISTANCE OF 36.52 FEET; THENCE NORTH 44°14'22" WEST, A DISTANCE OF 83.66 FEET; THENCE SOUTH 59°54'51" EAST, A DISTANCE OF 67.90 FEET; THENCE NORTH 89°18'56" EAST, A DISTANCE OF 91.44 FEET; THENCE NORTH 76°05'51" EAST, A DISTANCE OF 146.77 FEET; THENCE SOUTH 60°22'18" EAST, A DISTANCE OF 119.11 FEET TO THE POINT OF BEGINNING.

PARCEL "I-5"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 911.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1062.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°13'45" EAST AND A CHORD DISTANCE OF 1051.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36°40'00" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.16 FEET; THENCE SOUTH 02°30'00" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 232.01 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°32'03" WEST AND A CHORD DISTANCE OF 200.79 FEET TO THE POINT OF BEGINNING.

PARCEL "I-6"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°56'54" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 205.02 FEET; THENCE SOUTH 60°26'23" EAST, A DISTANCE OF 288.04 FEET; THENCE SOUTH 79°16'52" EAST, A DISTANCE OF 193.02 FEET; THENCE SOUTH 69°40'03" EAST, A DISTANCE OF 134.38 FEET; THENCE SOUTH 76°19'36" EAST, A DISTANCE OF 128.95 FEET; THENCE SOUTH 79°34'21" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 145.98 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2099.86 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 765.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°10'56" WEST AND A CHORD DISTANCE OF 761.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°43'59" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 328.10 FEET TO THE POINT OF BEGINNING.

PARCEL "I-7"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT); THENCE SOUTH 86°30'22" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET; THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.28 FEET; THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET; THENCE NORTH 69°50'00" EAST, A DISTANCE OF 296.84 FEET; THENCE SOUTH 30°10'45" EAST, A DISTANCE OF 205.51 FEET; THENCE SOUTH 69°08'36" WEST, A DISTANCE OF 311.87 FEET TO THE POINT OF BEGINNING.

PARCEL "J-2"

A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 920, PAGES 1218 THROUGH 1294 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LANDS BEING A VACATION OF A PART OF JULINGTON CREEK UNIT NINE, AS RECORDED IN MAP BOOK 18, PAGES 77 THROUGH 121 INCLUSIVE OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER, SAID JULINGTON CREEK UNIT NINE, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD PER JULINGTON CREEK UNIT EIGHT AS RECORDED IN MAP BOOK 18, PAGES 33 THROUGH 51 INCLUSIVE OF SAID PUBLIC RECORDS (A 200 FOOT RIGHT-OF-WAY BY PLAT): THENCE SOUTH 86°30'22" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FLORA BRANCH BOULEVARD, A DISTANCE OF 547.12 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3500.00 FEET: THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1330.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°37'11" EAST AND A CHORD DISTANCE OF 1322.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 64°43'59" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 583.55 FEET: THENCE NORTH 30°06'53" WEST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD, A DISTANCE OF 302.28 FEET: THENCE NORTH 35°10'13" WEST, A DISTANCE OF 189.59 FEET: THENCE NORTH 25°54'29" WEST, A DISTANCE OF 207.18 FEET: THENCE NORTH 69°30'00" EAST, A DISTANCE OF 160.23 FEET: THENCE NORTH 04°12'34" WEST, A DISTANCE OF 266.75 FEET: THENCE NORTH 87°26'06" EAST, A DISTANCE OF 61.08 FEET TO THE POINT OF BEGINNING: THENCE NORTH 35°50'58" EAST, A DISTANCE OF 17.49 FEET: THENCE NORTH 21°56'17" EAST, A DISTANCE OF 70.98 FEET: THENCE NORTH 11°08'27" EAST, A DISTANCE OF 61.32 FEET: THENCE NORTH 08°05'55" EAST, A DISTANCE OF 66.42 FEET: THENCE NORTH 05°58'37" EAST, A DISTANCE OF 69.70 FEET: THENCE NORTH 20°38'28" EAST, A DISTANCE OF 25.82 FEET: THENCE SOUTH 02°20'58" EAST, A DISTANCE OF 295.80 FEET: THENCE SOUTH 87°26'06" WEST, A DISTANCE OF 86.34 FEET TO THE POINT OF BEGINNING.

PARCEL L-1 (REVISED - MARCH 5, 1993)

PART OF TRACT "L", JULINGTON CREEK UNIT ONE AS RECORDED IN MAP BOOK 16, PAGES 33 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 8 OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID CORNER ALSO LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2300.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF DAVIS POND BOULEVARD, AN ARC DISTANCE OF 219.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°45'18" WEST AND A CHORD DISTANCE OF 219.65 FEET TO THE POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°39'35" WEST AND A CHORD DISTANCE OF 34.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°20'15" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LOLLY LOOP AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 60 FOOT RIGHT-OF-WAY BY PLAT), A DISTANCE OF 100.00 FEET; THENCE NORTH 63°39'45" EAST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 06°06'23" WEST, A DISTANCE OF 75.68 FEET; THENCE NORTH 88°52'32" EAST, A DISTANCE OF 65.35 FEET; THENCE NORTH 17°15'32" EAST, A DISTANCE OF 125.24 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 165.46 FEET; THENCE NORTH 54°30'58" EAST, A DISTANCE OF 129.49 FEET; THENCE NORTH 65°44'46" EAST, A DISTANCE OF 401.89 FEET; THENCE NORTH 66°55'38" EAST, A DISTANCE OF 296.70 FEET; THENCE NORTH 75°43'08" EAST, A DISTANCE OF 118.80 FEET; THENCE NORTH 87°04'56" EAST, A DISTANCE OF 266.72 FEET; THENCE SOUTH 81°31'06" EAST ALONG A LINE TO ITS INTERSECTION WITH A NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 151.79 FEET; THENCE SOUTH 87°04'56" WEST ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 412.53 FEET; THENCE SOUTH 75°43'08" WEST CONTINUING ALONG A NORTHWESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 113.51 FEET; THENCE SOUTH 66°55'38" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 294.08; THENCE SOUTH 65°44'46" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 398.63 FEET; THENCE SOUTH 54°30'58" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 124.04 FEET; THENCE SOUTH 45°00'00" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 155.56 FEET; THENCE SOUTH 17°15'32" WEST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 107.86 FEET; THENCE SOUTH 19°30'29" EAST CONTINUING ALONG A LINE OF SAID BLOCK 8, A DISTANCE OF 171.59 FEET TO THE POINT OF BEGINNING.

PARCEL L-5

PART OF TRACT "L", AS SHOWN ON THE PLAT OF JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 33 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 929, PAGES 0707 THROUGH 0728 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "L", SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID JULINGTON CREEK UNIT ONE, SAID CORNER LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DURBIN CREEK BOULEVARD AS SHOWN ON SAID JULINGTON CREEK UNIT ONE (A 200 FOOT RIGHT-OF-WAY BY PLAT), SAID POINT ALSO LYING ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2700.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°09'21" EAST AND A CHORD DISTANCE 96.35 FEET; THENCE SOUTH 61°49'32" WEST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.69 FEET; THENCE NORTH 49°30'43" WEST ALONG THE SOUTHEASTERLY PROJECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 1, BLOCK 7, TO ITS INTERSECTION WITH THE SOUTHERN MOST CORNER OF SAID LOT 1, A DISTANCE OF 90.00 FEET; THENCE NORTH 54°01'10" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 93.50 FEET TO THE POINT OF BEGINNING.

Exhibit A

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Julington Creek Golf Course Property)

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof and commonly referred to as "The Champions Club at Julington Creek" ("Golf Course").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation of a Community Development District which will include the Golf Course within the Property 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a limited partnership duly formed and in good standing under the laws of the State of Florida, and 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.

Executed this ____ day of _____, 1993.

JULINGTON CREEK GOLF, LTD.
By and Through Its General Partner
Riverside Golf Group, Inc.

By:

Print Name

Its

President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of Nov., 1993, by Steven N. Melnyk, the _____ president of Riverside Golf Group, Inc., a florida corporation, general partner of Julington Creek Golf, Ltd., a Florida limited partnership, on behalf of the partnership, who is known to me and who did not take an oath.

Leslie C. Bowley
Print Name Leslie C. Bowley
Notary Public, State of Florida
My Commission Expires:
My Commission Number:
(Notarial Seal)



LESLIE C. BOWLEY
MY COMMISSION # CC 215040 EXPIRES
AUGUST 9, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Exhibit A

Legal Description of the Golf Course

Exhibit B

Notice of Amended Development Order

JAX-75858

11/11 faxed L. K. K. K.

**NOTICE OF AMENDMENT OF
DEVELOPMENT ORDER FOR A
DEVELOPMENT OF REGIONAL IMPACT
KNOWN AS THE JULINGTON CREEK DRI**

12C
17 + 250
PLEASE TAKE NOTICE that an amendment to the Development Order for the Development of Regional Impact known as the Julington Creek DRI, more particularly described in Exhibit A attached hereto, was entered on September 28, 1993, pursuant to Section 380.06, Florida Statutes, by St. Johns County, Florida. The amended Development Order may be examined in the office of the St. Johns County Planning Department, 4020 Lewis Speedway, St. Augustine, Florida. The amended Development Order constitutes a land development regulation applicable to the land described in Exhibit A hereto.

ATLANTIC GULF COMMUNITIES
CORPORATION

Witness:

Guil. Rodriguez-Valluy

By

Kimball D. Woodbury

Witness:

Its VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 2 day of November, 1993, by Kimball D. Woodbury of Atlantic Gulf Communities Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced license as identification and did (~~did not~~) take an oath.

Patricia A. Martinez
Notary Public

My Commission Expires:



PATRICIA A MARTINEZ
My Commission CC206767
Expires Jun. 23, 1997
Bonded by HAI
800-422-1655

13 Ref
Tom Gillette
1111 Durbin Crk Blvd.
Jacksonville, FL 32259

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land being a portion of Sections 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 49 (James James Donnellons), 54 (Constance McFee Grant), 57 (R. Pengree Grant), Township 4 South, Range 27 East, and a portion of Sections 2, 4, 5, 38 (William Harvey Grant), 39 (Francis P. Fallo Grant), and 42 (R. Pengree Grant), Township 5 South, Range 29 East, more particularly described as follows:

Section 26, Township 4 South, Range 27 East

All of Section 26 lying South of Durbin Creek.

Section 27, Township 4 South, Range 27 East

All of Section 27 lying South of Bishop Estates Road, Durbin Creek, and lying South and East of that property formerly belonging to Sam Hagen; less and except a 80 foot wide road right-of-way deduced to St. Johns County in Official Record Book 369, Page 550.

Section 28, Township 4 South, Range 27 East

All of Section 28 lying South of Bishop Estates Road.

Section 29, Township 4 South, Range 27 East

All of Government Lot 3, Section 29, lying South of the Southerly boundary of Jullington Place as recorded in Map Book 5, Page 28; less and except the right-of-way for Orange Avenue and Racetrack Road.

Section 30, Township 4 South, Range 27 East

All of Section 30 lying East of State Road 13 and South of Racetrack Road.

Section 31, Township 4 South, Range 27 East

All of Section 31 lying East of State Road 13 described as follows: the East 1/2 of Government Lot 1, less the North 500 feet thereof, and Government Lot 8.

Section 32, Township 4 South, Range 27 East

All of Section 32 less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, and that portion of Government Lot 13 lying South of Cunningham Creek.

Section 33, Township 4 South, Range 27 East

All of Section 33 less and except Racetrack Road, that certain parcel deduced to the Diocese of St. Augustine and recorded in Official Record Book 350, Page 229, the following three parcels deduced to the School Board of St. Johns County and recorded in Official Record Book 196, Page 514, Official Record Book 237, Page 199, and Official Record Book 328, Page 644; and a 100 foot road right-of-way deduced to St. Johns County and recorded in Official Record Book 443, Page 451.

Section 34, Township 4 South, Range 27 East

All of Section 34 less and except Racetrack Road and a 60 foot wide road right-of-way deduced to St. Johns County and recorded in Official Record Book 369, Page 550.

Section 35, Township 4 South, Range 27 East

All of Section 35 south of Durbin Creek; less and except Racetrack Road, the west 1/2 of the Southeast 1/4 of the Southeast 1/4, and that certain parcel lying adjacent to and north of Racetrack Road being more particularly described as follows:

Commence at the intersection of the East line of Section 35 and the North right-of-way line of Racetrack Road; thence N 77° 28' 50" W along the Northerly right-of-way line of said Racetrack Road 2333.7 feet to the Point of Beginning; thence N 20° 56' 50" W, 1548.5 feet; thence S 79° 00' 40" W, 789 feet; thence S 23° 33' 10" W, 373 feet; thence S 27° 56' 50" E, 800 feet to the Northerly right-of-way line of said Racetrack Road; thence S 77° 28' 50" E along said Northerly right-of-way line at Racetrack Road to the Point of Beginning, as recorded in Official Record Book 41, Page 186.

Section 36, Township 4 South, Range 27 East

The South 1/2 of the Southwest 1/4 of Section 36; less and except Racetrack Road.

Section 49, Township 4 South, Range 27 East

(James James Donation)

That portion of Section 49 (James James Donation) lying South of Uishop Estates Road; less and except Racetrack Road and the lands now or formerly belonging to James Higginbotham as recorded in Official Record Book 2, Pages 285 and 286.

Section 54, Township 4 South, Range 27 East

(Constance McFee Grant)

All that portion of Section 54 (Constance McFee Grant) lying East of State Road 13.

Section 57, Township 4 South, Range 27 East

(Rebecca Pengree Grant)

That portion of Section 57 (Rebecca Pengree Grant) lying westerly of State Road 13.

Section 2, Township 5 South, Range 27 East

That portion of Section 2 being the East 1/2 of the Northwest 1/4 of the Northeast 1/4.

Section 4, Township 5 South, Range 27 East

That portion of Section 4 being the North 1/2, the North 1/2 of the Southeast 1/4, and the North 1/2 of the Southwest 1/4.

Section 6, Township 5 South, Range 27 East

That portion of Section 6 being the Northeast 1/4 of the Southeast 1/4 and Government Lot 1, less the North 1/2.

Section 38, Township 5 South, Range 27 East

(William Harvey Grant)

That portion of Section 38 (William Harvey Grant) lying westerly of State Road 13.

Section 39, Township 5 South, Range 27 East
(Francis P. Fallo Grant)

That portion of Section 39 lying westerly of State Road 13 and Northerly of Mill Creek; less and except the following described parcel:

Beginning at the intersection of the Northerly line of Section 39 (Francis P. Fallo Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W, 102.67 feet along said Northerly line of Section 39; thence S 26° 16' 55" W, 403.34 feet to the waters of Mill Creek; thence southeasterly along the waters following the meanderings of Mill Creek, 110 feet more or less to the westerly right-of-way line of State Road 13, said point being on a curve having a radius of 2814.79 feet; thence in a northeasterly direction along the arc of said curve, to the left, 310 feet more or less to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Section 42, Township 5 South, Range 27 East
(Rebecca Pangree Grant)

That portion of Section 42 (Rebecca Pangree Grant) lying westerly of State Road 13, less and except the following parcels:

1. Beginning at the intersection of the Southwesterly line of Section 42 (Rebecca Pangree Grant) and the westerly right-of-way line of State Road 13; thence N 40° 10' 48" W along said Southwesterly line of Section 42, 945.12 feet; thence N 26° 16' 35" E, 471.92 feet; thence S 53° 25' 45" E,

2.

100.00 feet to the westerly right-of-way line of State Road 13, said point being on a curve with a radius of 2814.79 feet; thence Southwesterly along the arc of said curve to the right, 167.06 feet to the Point of Beginning. Said curve being the westerly right-of-way line of State Road 13.

Commencing at the intersection of the Southwesterly line of said Section 42 and the westerly right-of-way line of State Road 13; thence northeasterly, along curve, being the westerly right-of-way line of State Road 13, to the left, having a radius of 2814.79 feet, an arc distance of 229.86 feet to the Point of Beginning; thence N 53° 25' 45" W, 471.92 feet; thence N 36° 35' 15" E, 200 feet; thence S 53° 25' 45" E, 309.92 feet to the westerly right-of-way line of State Road 13, said right-of-way being a curve with a radius of 2814.79 feet; thence along the arc of said curve, to the right, in a southwesterly direction, 212.83 feet to the Point of Beginning.

All Official Records recorded in the Public Records of St. Johns County, Florida.

All lands lying and being in St. Johns County, Florida and contain 4,150 acres more or less.



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA

055 APR 17 PM 3:46

Paul D. [Signature]
CLERK OF COUNTY

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 6, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 4th day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Paniel
Print Name SANDRA Paniel
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Paniel, as VP of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 16, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6 day of January, 1994.

BEAZER HOMES FLORIDA, INC.

By Sandra Perutz
Print Name SANDRA PERUTZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Deer

The foregoing instrument was acknowledged before me this 6 day of January, 1994, by Sandra Perutz, as V.P. of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1998
Bonded By HAI
800-422-1555

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 35, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 27 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

PrintName LEON J. PANITZ
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF clay

The foregoing instrument was acknowledged before me this 27 day of December, 1993, by Leon J. Panitz, as Pres of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



OFFICIAL SEAL
ROBERT J. HEAD, JR.
My Commission Expires
Dec. 6, 1996
Comm. No. CC 243368

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 36, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 27 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name LEON J. PERLIS, JR.
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 27 day of December, 1993, by Leon J. Perlis, Jr., as Pres. of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-81926



OFFICIAL SEAL
ROBERT J. HEAD, JR.
My Commission Expires
Dec. 6, 1996
Comm. No. CC 243368

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 37, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 22 day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name LEON J. PANIZ, JR.

Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 22 day of December, 1993, by Leon J. Paniz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

[Signature]
Print Name _____

Notary Public, State of Florida

My Commission expires _____

My Commission number _____

(Notarial Seal)



OFFICIAL SEAL
ROBERT J. HEAD, JR.
My Commission Expires
Dec. 6, 1996
Comm. No. CC 243368

JAX-81926

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 31, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 24 day of NOV, 1993.

Beazer Homes Florida, Inc., a Florida corporation

By [Signature]
Print Name
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of NOV, 1993, by Leon J. Panitz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name
Notary Public, State of Florida
My Commission expires
My Commission number

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1998
Bonded By HAI
800-422-1555

78794

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 27, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

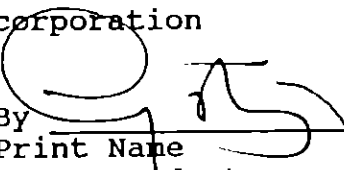
The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this ____ day of _____, 1993.

Beazer Homes Florida, Inc., a Florida corporation

By 
Print Name
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 24
day of Nov, 1993, by Leon J. Panitz, Jr., as President of
Beazer Homes Florida, Inc., a Florida corporation, on behalf of
the corporation, who is personally known to me.



Print Name
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

78794



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 20, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 24 day of Nov, 1993.

Beazer Homes Florida, Inc.

By [Signature]

Print Name LEON J PANITZ JR.
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 24 day of Nov, 1993, by Leon J. Panitz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

78803



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 08, 1996
Bonded By HAI
800-422-1555

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 2, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 24 day of March, 1993.

Beazer Homes Florida, Inc., a Florida corporation

BY [Signature]
Print Name _____
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Day

The foregoing instrument was acknowledged before me this 24 day of March, 1993, by Leon J. Panitz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

78794

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 1, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, whichever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this ____ day of _____, 1993.

Beazer Homes Florida, Inc., a Florida corporation

By [Signature]
Print Name _____
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 24 day of NOV, 1993, by Leon J. Panitz, Jr., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

78794



ROBERT J HEAD JR
My Commission CC243368
Expires Dec. 06, 1996
Bonded By HAI
800-422-1555

12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 16, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

BEAZER HOMES FLORIDA, INC.

By [Signature]

Print Name [Signature]

Its President

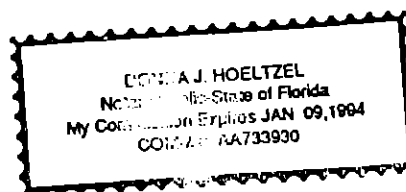
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DWAL

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PAWITZ JR., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



12/1/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 15, Block 15, Second Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 6 and 7, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 6th day of December, 1993.

BEAZER HOMES FLORIDA, INC.

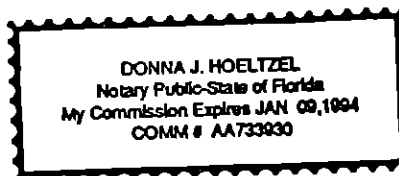
By [Signature]
Print Name _____
Its President _____
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of December, 1993, by LEON J. PAWITZ JR., as President of Beazer Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature: Donna J. Hoeltzel]
Print Name DONNA J. HOELTZEL
Notary Public, State of Florida
My Commission expires _____
My Commission number _____
(Notarial Seal)

JAX-79580



SID HIGGINBOTHAM

11/22/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 26, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 24 day of November, 1993.

By Sid Higginbotham
Print Name SID HIGGINBOTHAM
Its ☒ President
v.u
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of November, 1993, by Sid Higginbotham, as v.u. Pres. of Sid Higginbotham Builder, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

Dale A. DeRouley
Print Name Dale A. DeRouley
Notary Public, State of Florida
My Commission expires 11-21-1995
My Commission number _____

(Notarial Seal)

COPPENBARGER HOMES, INC.

2/1/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 14, Block 11 and Lot 6, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 7th day of February, 1994.

COPPENBARGER HOMES, INC., a
Florida corporation

BY: Ida Lou Stephens
Ida Lou Stephens
Its Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th
day of February, 1994, by Ida Lou Stephens, as Vice President of
Coppenbarger Homes, a Florida corporation, on behalf of the
corporation, who is personally known to me.

Sharon Strayer Leach
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



JAX-85618

12/6/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 13, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 15th day of December, 1993.

COPPENBARGER HOMES, INC., a Florida corporation

By Ida Lou Stephens
Ida Lou Stephens
Its Vice President

(Corporate Seal)

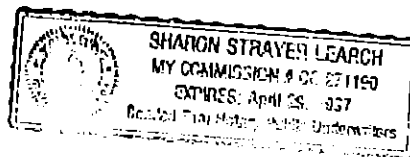
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by Ida Lou Stephens, as Vice President of Coppenbarger Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Sharon Strayer Leach
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-80048



11/19/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 27, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 7th day of February, 1994.

COPPENBARGER HOMES, INC., a
Florida corporation

BY: Ida Lou Stephens
Ida Lou Stephens
Its Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th
day of February, 1994, by Ida Lou Stephens, as Vice President of
Coppenbarger Homes, a Florida corporation, on behalf of the
corporation, who is personally known to me.

Sharon Strayer Leach
Print Name _____
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)



JAX-85618

CRISP-LINGERFELT COMPANY, INC.

1/20/94

CONSENT AND JOINDER**TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT**

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 25, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 21st day of January, 1994.

Crisp-Lingerfelt Company, Inc.

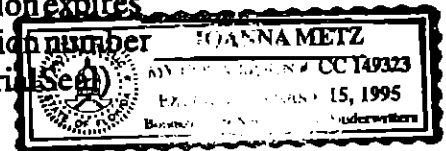
BY: Terri L. Turberville
Print Name Terri L. Turberville
Its Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of January, 1994,
by Terri L. Turberville, as Vice President of Crisp-Lingerfelt Company, Inc., a Florida
corporation, on behalf of the corporation, who is personally known to me and who did not
take an oath.

[Signature]
Print Name
Notary Public, State of Florida
My Commission expires
My Commission number

(Notarial Seal)



JAX-84624

SID HIGGINBOTHAM BUILDERS, INC.

1/31/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lots 8 & 9, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

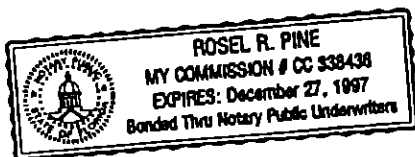
Executed this 31st day of January, 1994.

SID HIGGINBOTHAM BUILDERS, INC.,
Florida corporation

By Roger A. Higginbotham
Roger A. Higginbotham
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of January, 1994, by Roger A. Higginbotham, as President of Sid Higginbotham Builder, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.



Rosel R. Pine
Print Name Rosel R. Pine
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-80072

12/6/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 10, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 13 day of December, 1993.

SID HIGGINBOTHAM BUILDERS, INC.,
Florida corporation

By Sid Higginbotham
PrintName
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of December, 1993, by Sid Higginbotham, as Vice President of Sid Higginbotham Builder, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Dale A. BEARLEY
Print Name
Notary Public, State of Florida
My Commission expires 11-21-1994
My Commission number _____

(Notarial Seal)

JAX-80072

WEYER CUSTOM HOMES, INC.

11/19/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 14, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 31st day of January, ¹⁹⁹⁴~~1993~~.

WEYER CUSTOM HOMES, INC.,
a Florida corporation

By: William G. Weyer
Print Name William G. Weyer
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of January, 1994, by William G. Weyer, as President of Weyer Custom Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Griffin Helwig
Print Name Griffin Helwig
Notary Public, State of Florida
My Commission expires June 25, 1994
My Commission number CC024627
(Notarial Seal)

GRIFFIN HELWIG
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 25, 1994
- Commission No. CC 0 2 4 6 2 7.

JAX-81458

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 4, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 31st day of January, 1994.

WEYER CUSTOM HOMES, INC.,

By William G. Weyer
PrintName William G. Weyer
Its xxxxx President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31st day of January, 1994, by William G. Weyer, as President of Weyer Custom Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me. ~~and who did not take~~
~~oath~~

Griffin Helwig
Print Name Griffin Helwig
Notary Public, State of Florida
My Commission expires June 25, 1994
My Commission number CC024627

(Notarial Seal)

JAX-81706

GRIFFIN HELWIG
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 25, 1994
Commission No. CC 0 2 4 6 2 7

11/30/93

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 30, Block 10, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 31st day of January, 1994.

WEYER CUSTOM HOMES, INC.,

By William G. Weyer
PrintName William G. Weyer
Its xxxxx President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of January, 1994, by William G. Weyer, as xxxxxx of Weyer Custom Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

Griffin Helwig
Print Name Griffin Helwig
Notary Public, State of Florida
My Commission expires: June 25, 1994
My Commission number CC024627

(Notarial Seal)

JAX-81706

GRIFFIN HELWIG
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 25, 1994
Commission No. CC 024627

**RIVER CITY HOMES AND DEVELOPMENT
CORPORATION**

1/24/94

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 17, Block 11, Fourth Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, page 17, 18, 19 and 20, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all

actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 25th day of January, 1994.

RIVER CITY HOMES AND DEVELOPMENT
CORPORATION

By Michael Braniff
Print Name Michael Braniff
Its President

(Corporate Seal)

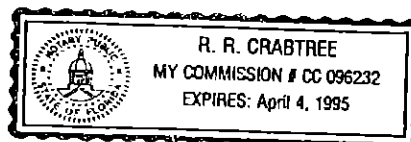
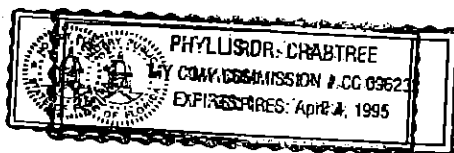
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of January, 1994, by Michael Braniff, as President of River City Homes and Development, a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

R. R. CRABTREE
Print Name R. R. CRABTREE
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JAX-84849



CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(Lot Owner)

The undersigned is the owner of certain lands more fully described

Lot 19, Block 13, Third Replat in Julington Creek Unit One, according to plat thereof recorded in Map Book 27, pages 15 and 16, of the public records of St. Johns County, Florida ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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.

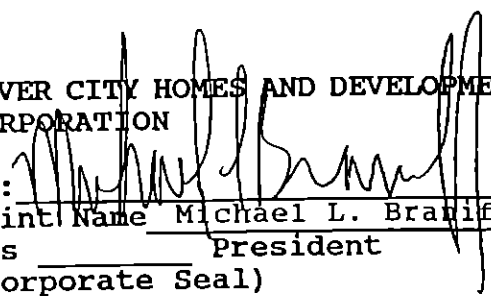
The undersigned hereby consents to the creation of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the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

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it is a corporation duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the party executing this instrument.

Executed this 3 day of January, 1994.

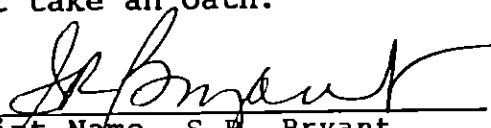
RIVER CITY HOMES AND DEVELOPMENT
CORPORATION

BY: 

Print Name Michael L. Braniff
Its President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3
day of January, 1994, by Michael L. Braniff, as
of River City Homes and Development Corporation, a
Florida corporation, on behalf of the corporation, who is
personally known to me and who did not take an oath.


Print Name S.W. Bryant
My Commission Expires _____
My Commission Number _____
(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 20, 1994

82254

**ATLANTIC GULF COMMUNITIES
CORPORATION**

DOCUMENTATION OF OWNERSHIP AND OWNER'S CONSENT TO ESTABLISH THE
JULINGTON CREEK PLANTATION COMMUNITY DEVELOPMENT DISTRICT

This is to certify and affirm that one hundred percent (100%) of the real property to be included in the proposed Julington Creek Plantation Community Development District as set forth in this Petition is owned by Atlantic Gulf Communities Corporation, a Florida corporation, except for the real property which is the subject of separate Owners' Consent and Joinder statements included in Exhibit 3 of this Petition.

As Vice President of Atlantic Gulf Communities Corporation, I hereby consent to the establishment of the Julington Creek Plantation Community Development District on behalf of Atlantic Gulf Communities Corporation.

DATED: 2/25/94 Kimball D. Woodbury

Kimball D. Woodbury
Vice President
Atlantic Gulf Communities Corporation

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Kimball D. Woodbury, Vice President of Atlantic Gulf Communities Corporation, a Florida corporation, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities, and was identified in the manner indicated below.

Witness my hand and official seal in the County of Dade and State of Florida this 25th day of February, 1994.



PATRICIA A. MARTINEZ
My Commission GC296767
Expires Jun. 23, 1997
Bonded by HAI
800-422-1555

Patricia A. Martinez
Notary Public

Personally Known: X
Produced Identification: n/c
Type of Identification: n/c

RIVER OAKS PLANTATION

Exhibit A

CONSENT AND JOINDER

TO CREATION OF A COMMUNITY DEVELOPMENT DISTRICT

(River Oaks Plantation)

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof and commonly referred to as "River Oaks Plantation" ("Property").

The undersigned understands and acknowledges that Atlantic Gulf Communities Corporation ("Petitioner") intends to submit an application to create 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 a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005(1)(a)(2) 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 creation 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 creation of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is created or three years from the date hereof, which ever shall first occur.

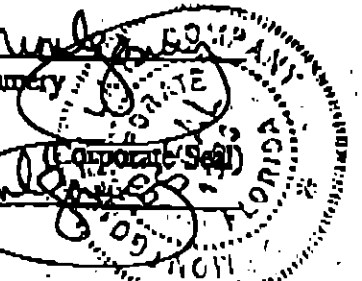
The undersigned hereby represents and warrants that it is a limited partnership duly formed and in good standing under the laws of the State of Florida, and that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this 25th day of January 1994.

R.O. PLANTATION LIMITED PARTNERSHIP
By and Through Its General Partner
Montgomery Land Company.

By: Mitchell R. Montgomery
Mitchell R. Montgomery
Its President

Mitchell R. Montgomery
Mitchell R. Montgomery



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 05th day of February, 1994, by Mitchell R. Montgomery, individually and as President of Montgomery Land Company, a Florida corporation, general partner of R.O. Plantation Limited Partnership, a Florida limited partnership, on behalf of the partnership, who is personally known to me and who did not take an oath.

Janet P. Wilson

Print Name _____
Notary Public, State of Florida _____
My Commission expires _____
My Commission number _____

(Notarial Seal)

JANET P. WILSON
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires April 21, 1995
Commission No. CC 095628

Part of Section 37, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F. P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 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 line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.70 feet for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North $21^{\circ} 07' 03''$ East; a chord distance of 229.0 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 471.92 feet; thence North $36^{\circ} 34' 15''$ East, a distance of 200.0 feet; thence South $53^{\circ} 25' 45''$ East, a distance of 399.29 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North $09^{\circ} 29' 07''$ East, a chord distance of 486.78 feet; thence North $04^{\circ} 31' 30''$ East along the Westerly Right of Way line of State Road No. 13, a distance of 3125 feet more or less to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of said Section 38, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North $21^{\circ} 45' 24''$ East, a chord distance of 167.03 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 100.0 feet; thence South $26^{\circ} 16' 55''$ West, a distance of 500 feet more or less to the waters of Mill Creek; thence in a Southeasterly direction along the waters following the meanderings of Mill Creek, a distance of 110 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13; an arc distance of 310 feet more or less to the point of beginning.

Exhibit B

DECLARATION OF COVENANT
(Creation of Community Development District)

THIS DECLARATION is made this 5th day of January, 1994, by R.O. PLANTATION LIMITED PARTNERSHIP, a Florida Limited Partnership ("Declarant").

RECITALS:

A. Declarant is the owner of the lands located in St. Johns County, Florida more fully described in Exhibit A attached hereto and made a part hereof ("Property").

B. Declarant has consented to the creation of a Community Development District for lands which include the Property and Declarant desires that any and all owners of any portion of the Property be put on notice that a Community Development District may be created in accordance with Chapter 190 of the Florida Statutes, which, if created will include the Property and that all such owners shall be deemed to have consented to the creation of such Community Development District by acceptance of a deed to all or any part of the Property.

NOW THEREFORE, in consideration of the premises, the Declarant hereby declares that the title to the Property is hereby subjected to the following covenant. Any owner of all or any portion of the Property by acceptance of title thereto shall be deemed to have consented to the creation of a Community Development District including without limitation, the Property. This consent is a covenant running with the land and shall be in effect until a Community Development District is formed, or for three (3) years from the date hereof, whichever shall first occur. Upon the expiration of the three year, this covenant shall automatically expire if no Community Development District has been created.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date set forth above.

Witnesses:

[Signature]
Print Name Janet P. Wilson

[Signature]
Print Name Elsa J. Murphy

R.O. PLANTATION LIMITED PARTNERSHIP
By and Through Its General Partners
Montgomery Land Company

By: [Signature]
Mitchell R. Montgomery, President
(Corporate Seal)

[Signature]
Mitchell R. Montgomery, Individually

Whose Address is:

9000 Regency Square Boulevard, #201
Jacksonville, Florida 32211

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of February, 1994, by Mitchell R. Montgomery, individually and as President of Montgomery Land Company, a Florida corporation, general partner of R.O. Plantation Limited Partnership, on behalf of the partnership, who is personally known to me and who did not take an oath.

Janet P. Wilson

Print Name
Notary Public, State of Florida
My Commission expires _____
My Commission number _____

(Notarial Seal)

JANET P. WILSON
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires April 21, 1995
Commission No. CC 095628

EXHIBIT A

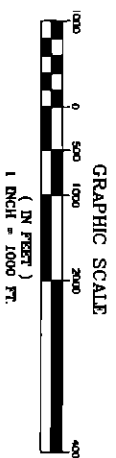
Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F. P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.70 feet for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North $21^{\circ} 07' 03''$ East; a chord distance of 229.0 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 471.92 feet; thence North $36^{\circ} 34' 15''$ East, a distance of 200.0 feet; thence South $53^{\circ} 25' 45''$ East, a distance of 399.29 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North $09^{\circ} 29' 07''$ East, a chord distance of 486.78 feet; thence North $04^{\circ} 31' 30''$ East along the Westerly Right of Way line of State Road No. 13, a distance of 3125 feet more or less to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of said Section 38, run thence South $40^{\circ} 10' 48''$ East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North $21^{\circ} 45' 24''$ East, a chord distance of 167.03 feet; thence North $53^{\circ} 25' 45''$ West, a distance of 100.0 feet; thence South $26^{\circ} 16' 55''$ West, a distance of 500 feet more or less to the waters of Mill Creek; thence in a Southeasterly direction along the waters following the meanderings of Mill Creek, a distance of 110 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

**EXISTING LAND USES WITHIN
AND ADJACENT TO THE DISTRICT**



NORTH

JULNGTON CREEK PLANTATION

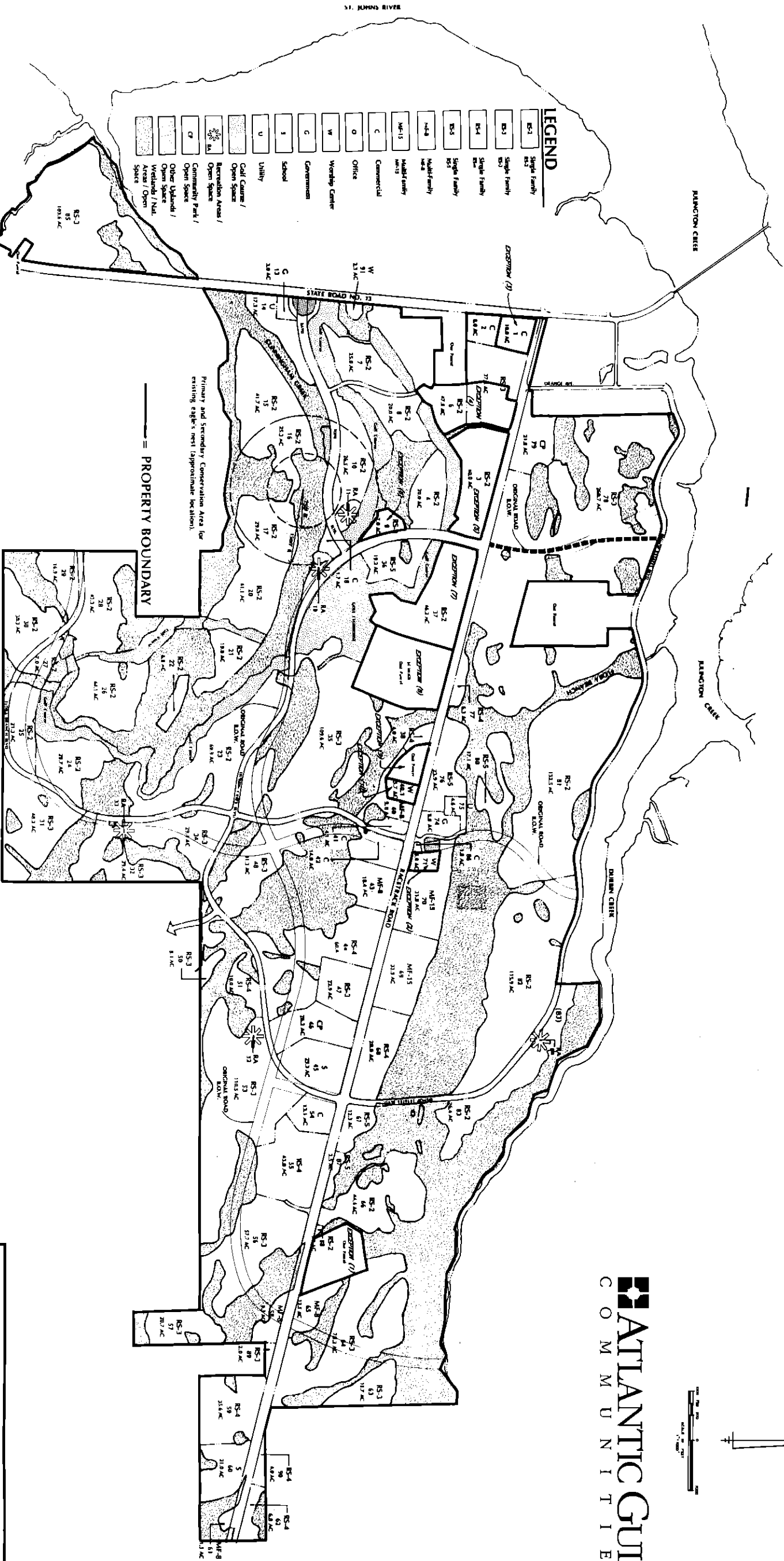
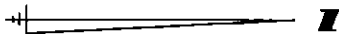
COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS COUNTY, FLORIDA

EXHIBIT 4

EXISTING LAND USES WITHIN AND ADJACENT TO THE DISTRICT

**PROPOSED LAND USE PLAN
FOR LANDS WITHIN THE DISTRICT**

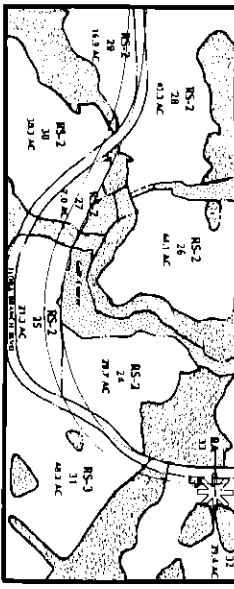


LEGEND

RS-1	Single Family
RS-2	Single Family
RS-3	Single Family
RS-4	Single Family
RS-5	Single Family
RS-6	Single Family
RS-7	Single Family
RS-8	Single Family
RS-9	Single Family
RS-10	Single Family
RS-11	Single Family
RS-12	Single Family
RS-13	Single Family
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RS-98	Single Family
RS-99	Single Family
RS-100	Single Family

Primary and Secondary Conservation Area for
existing eagle's nest (approximate location).

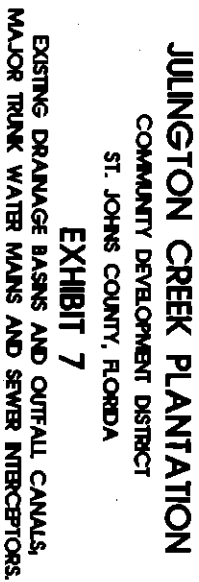
— = PROPERTY BOUNDARY



ST. JOHNS COUNTY COMPREHENSIVE PLAN

**EXISTING DRAINAGE BASINS AND
OUTFALL CANALS; MAJOR TRUNK
WATER MAINS AND SEWER INTERCEPTORS**

**EXISTING DRAINAGE BASINS AND
OUTFALL CANALS; MAJOR TRUNK
WATER MAINS AND SEWER INTERCEPTORS**



**PROPOSED TIMETABLE FOR
CONSTRUCTION AND ESTIMATED COSTS**

EXHIBIT 8

PROPOSED TIMETABLE FOR
CONSTRUCTION AND ESTIMATED COSTS

	<u>1995-98</u>
Racetrack Road Improvements	\$5,999,808
SR 13 Improvements	\$2,157,040
Russell Sampson Road Improvements	\$1,800,000
Recreation Center	\$1,474,667
TOTAL	<u>\$11,431,515</u>

ECONOMIC IMPACT STATEMENT

Economic Impact Statement
for
Julington Creek Plantation
Community Development District

Prepared by
A.E. Salowe & Associates
1334 Plantation Oaks Drive N.
Jacksonville Beach, FL 32250

For
URBANOMICS
8380 Baymeadows Road
Suite 17
Jacksonville, FL 32256

February 24, 1994

A. OVERVIEW

1. The CDD And Its Purpose

The petition process for establishing a community development district (CDD) requires the preparation of an economic impact statement (EIS) in accordance with the requirements of Section 120.54(2), F.S., Section 190.005 (1)(a)8, F.S. The EIS examines the economic consequences of the district by defining proposed programs to be implemented by the district and comparing alternatives. It explores alternative consequences and assesses those consequences from the points of view of all affected parties.

A community development district is a local unit of special purpose government empowered by Chapter 190, F.S. to plan, finance, construct or acquire, operate, and maintain community-wide infrastructure in planned community developments for the benefit of the District's property owners and future residents. Florida Statutes refer to CDDs as a "solution to the state's planning, management, and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." (Section 190.002(1)(a), F.S.)

A CDD is not a substitute for the local general purpose government, i.e., the City or County within which the district lies but rather it is solely an alternative method to deliver and maintain community-wide infrastructure. A CDD has no land use, permitting or police powers nor many other powers granted to general purpose governments. A CDD's powers are statutorily limited to planning, financing, constructing or acquiring, operating and maintaining community infrastructure.

The Florida Legislature clarified Chapter 190 F.S. in 1984 declaring that approval of a community development district does not constitute a development order under Chapter 380. F.S. In addition, the Legislature decided that:

..... "Community development districts do not have the power of local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general purpose government." (Section 190.004(3), F.S.)

A community development district is exclusively an alternative means of constructing, operating, maintaining, and financing public infrastructure and services for planned communities. Consequently, this economic impact statement is similarly limited to evaluating the consequences of creating the Julington Creek Community Development District (hereinafter "District"). Section

190.002(2)(d), F.S. describes the parameters to be addressed in this economic impact statement as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

The proposed District will finance the: (1) improvements to portions of SR 13 (2) improvements to portions of Racetrack Road, (3) improvements to portions of Russell Sampson Road, and (4) the community recreation center. The District will also own and operate: (1) the water management and wetlands conservation system and (2) the community recreation center. In addition, the District will pay operating costs of the (1) arterial, collector, and subdivision street lighting system. The land within the District is owned presently or controlled by the petitioner, Atlantic Gulf Communities Corporation, a Delaware Corporation, and four (4) land owners and nine (9) lot purchasers, all of which have signed a consent joinder.

2. The Development - Julington Creek Plantation

The planned community is a 4,125 acre $\pm$ project zoned for residential and some limited commercial uses. Approximately Roughly 1,500 $\pm$ acres of the project will be used for conservation, open space, arterial roadways and streets, landscaping, lighting and walking paths. The remaining 2,625 $\pm$ acres will largely serve residential and some small amount of commercial use. The Julington Creek Plantation community is located in the unincorporated northern portion of St. Johns County, generally bordered to the north by Julington and Durbin Creeks, and to the west by State Road 13. The southernmost portion of the District called "Mill Creek" is located west of SR 13 and is bordered by Mill Creek and Cunningham Creek (Petition Exhibit 1).

3. The Julington Creek Plantation Community Development District (District)

The petitioner proposes to establish the District to construct certain infrastructure and community facilities which will be needed by the property owners and residents of the project. Table 1 summarizes the proposed plan for financing, ownership, operations and maintenance of the infrastructure of the proposed District.

As outlined in Table 1, the District plans to own, operate and maintain (1) the surface water management and wetlands system, (2) the community recreation center, and (3) pay certain operating costs of the arterial, collector, and subdivision roadway lighting system. Capital costs for SR 13/Racetrack Road are expected to be defrayed through non ad valorem assessments

levied on all benefited properties in the District. Capital costs for the recreation center are expected to be defrayed through non ad valorem assessments and user charges. Expenses for operations and maintenance are expected to be paid through maintenance assessments and/or user fees. Use of non ad valorem and maintenance assessments or user fees ensure that the property receiving the benefit of District services is the same property to pay for those services.

In Table 2 the timetable is shown for construction phasing as well as the estimated construction costs for the District's community facilities. The estimates are in constant 1993 dollars. The petitioner currently expects construction or contributions for the designated improvements to commence upon the District obtaining the appropriate funding.

The proposed initial financial design of the District was carefully structured to help assure the ongoing strength and stability of the District so that it can function independently over the long term. A detailed cash-flow model for the proposed district was also constructed. The model was used to simulate a wide range of potential future economic conditions under which the proposed district might find itself having to operate. In all cases the proposed financial makeup of the District allowed it to remain financially strong and capable of meeting its service and financial commitments.

Special assessment or revenue bonds are expected to be used to provide the capital to improve the existing public infrastructure. The bonds will be repaid through non ad valorem assessments imposed upon the land or rates and charges established by the District.

The District has no current plans to issue general obligation bonds nor to impose ad valorem taxes.

B. SUMMARY OF ECONOMIC IMPACTS

As mentioned earlier, Section 120.54(2)(c), F.S. defines what an economic impact statement shall include:

- (1) An estimate of the cost to the agency of the implementation of the proposed action, including the estimated amount of paperwork;
- (2) An estimate of the cost or economic benefit to all persons directly affected by the proposed action;
- (3) An estimate of the proposed action on competition and the open market for employment, if applicable;
- (4) An analysis of the impact on small business as defined in the Florida Small and Minority Business Act of 1985;
- (5) A comparison of the probable costs and benefits of the proposed action to the probable costs and benefits of not adopting the rule;
- (6) A determination of whether less costly methods or less intrusive methods exist for achieving the purpose of the

proposed action where reasonable alternative methods exist which are not precluded by law;
(7) A description of reasonable alternative methods for achieving the purpose of the proposed action, and statement of the reasons for rejecting those alternatives in favor of the proposed action; and
(8) A detailed statement of the data and methodology used in making each of the above estimates.

The economic impacts of the proposed District are outlined below.

C. COSTS AND BENEFITS OF ESTABLISHING THE DISTRICT

1. Estimate of the cost to the agency of the implementation of the proposed action, including the estimated amount of paperwork.

The District is greater than 1,000 acres. As a result, its establishment shall be pursuant to a rule, adopted under chapter 120 by the Florida Land and Water Adjudicatory Commission, (FLWAC).

St. Johns County

Because the proposed District is located within the jurisdiction of St. Johns County, the CDD petition may be reviewed by the staff of the Board of County Commissioners who may also choose to hold an optional local public hearing. This will absorb staff time and may result in action by the County Commission. This petition is the first of its kind that St. Johns County has processed. Therefore, the County staff will need some time to familiarize themselves with District's formed under Chapter 190 F.S. The petitioner pays a \$15,000 filing fee to the County to offset processing costs. In addition, the County may incur a small annual cost to review the District's budget when it is submitted for informational purposes each year as required by section 190.008, F.S..

Other Agencies

There are two other types of costs incurred by public agencies. First, the Florida Land and Water Adjudicatory Commission (FLWAC) staff will receive and review the petition for completeness, refer the petition to a Department of Administration Hearing (DOAH) officer, and advertise a public hearing. This review does not require additional staff and represents a small marginal cost. Next, the DOAH officer will, after proper notice, conduct a public hearing on the petition to be held locally in conformance with requirements of the Administrative Procedure Act. This requires the time and attention of a hearing officer who travels to St. Johns County, receives testimony, reviews the transcript of proceedings, and issues a set of findings. The complete proceedings are then reviewed by FLWAC staff, which last year processed 77 petitions, two (2) of which were for the establishment of CDDs. Lastly, FLWAC considers the entire record of the local hearing, the hearing and supporting documentation, as well as the hearing officers report.

Finally, if this District is approved, there will be some small annual cost to other State agencies. The Department of Community Affairs will update the Special Districts Information Program list of districts. Also, the District will have to submit annual financial reports to the Bureau of Local Government Finance, Office of the Comptroller, just as all other units of government must do pursuant to Chapter 218, F.S. In fiscal year 1991, the Bureau of Local Government Finance processed annual financial reports from 66 counties, 391 municipalities, and 429 districts. The marginal cost of processing one additional report will be negligible.

2. Estimate of the cost or economic benefit to all persons directly affected by the proposed action.

Section 120.54(2)(c)2, F.S. requires that all economic impact statements examine the costs and benefits to each person directly affected by the proposed rule. From an economic perspective, the persons directly affected include; local and state governments, developers, landowners, consumers and taxpayers.

(a) The State of Florida and Its Citizens - Costs

Beyond the administrative costs outlined above, there will be no cost incurred by either the State of Florida or the general citizenry because of the establishment of the District. The District is designed to serve the needs of its residents and property owners by constructing, financing, operating and maintaining selected infrastructure and community-wide services needed by District occupants. The District will require no subsidies from the State or its citizens.

(b) The State of Florida and Its Citizens - Benefits

Several types of benefits will flow to the State and its citizens if the proposed District is established. First, approval of this CDD satisfies the intent of the Legislature as described in Chapter 190.

"The Legislature finds that: (a) There is a need for uniform, focused and fair procedures in state law to provide a reasonable alternative for the establishment, power, operation and duration of independent districts to manage and finance basic community development services; and based upon a proper and fair determination of applicable facts, an independent district can constitute a timely, efficient, effective, responsive and economic way to deliver these basic services, providing a solution to the States planning, management, and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." (Section 190.002(1) F.S.)

The second benefit which the State and its citizens receive is the improved level of planning and coordination which the District will provide. This will help to limit potential adverse economic impacts on other governmental jurisdictions and their citizens.

"(c) It is in the public interest that long range planning, management, and financing and long term maintenance, upkeep, and operation of basic services for community development districts be under one coordinated entity."(Section 190.002(1)(c),F.S.)

By enacting the Uniform Community Development District Act of 1980 and reenacting it in 1984, the Legislature recognized that there are substantial public benefits from well-planned community development in Florida. The comprehensive upfront investment in roads, proper drainage, water and wastewater systems found in planned communities, such as the District contemplated here, is encouraged in Florida in order to satisfy growth management objectives. Julington Creek Plantation is just the type of well-planned development envisioned in Chapter 190.

While it is difficult to place a dollar value on these benefits, they are nonetheless, substantial. Furthermore, given the small amount of administrative costs, described above, if the District is approved, the benefits clearly overwhelm any such costs and therefore yield significant net benefits to the State and its citizens.

(c) St. Johns County and Its Citizens - Costs

Because the District is greater than 1,000 acres, and it is located within the jurisdiction of the County, administrative costs for establishing the District are partially borne by St. Johns County and its citizens. These costs should be more than offset by the \$15,000 filing fee. The County has the opportunity to review and comment upon the application to establish the District, and it may hold a local public hearing on the issue.

Concern that District obligations, particularly debt repayments, could become State or County obligations is without foundation. The Legislature clearly stated in Section 190.002(3)F.S.

"...It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent". (Section 190.002(3)F.S.)

As noted in section A. 3., the District has a conservative financial structure. There are no plans to issue general obligation debt, debt which is backed by the full faith and credit of the District. The District does plan to issue bonds to finance the construction of designated infrastructure including the improvements or contribution to roadway improvements to portions of SR 13, Racetrack Road, and Russell Sampson Road, and to build a community recreation center. The debt service for these bonds will be paid by a form of non ad valorem assessments or fees or charges. At no time will the State of Florida or St. Johns County be legally obligated to pay the debt service or the District's obligations.

A maintenance assessment and/or user fee will cover other District expenses for operating and maintaining District services and facilities. In the early years the developer will pay most of the overall assessments, because the developer will be the largest landowner. As the community gains building units the burden of maintenance and operating costs shifts to the individual residences and commercial properties on the benefit assessment basis.

However, should sales absorption be slower than expected, the District's maintenance budget will not suffer. First, if the developer holds land longer than expected the result is, it will pay a greater proportion of the overall maintenance assessment. Second, the individual property owner's assessment should remain proportionately constant. The ad valorem method is not used. Third, as cited above, neither the County nor the State can become obligated for any district debt or obligations without its prior consent. Under this financial structure the District's maintenance revenues can not decrease nor can an individual homeowner be forced to assume a disproportionate share of the maintenance cost.

Finally, the District expects to contract with the St. Johns County Property Appraiser and Tax Collector to collect its assessments as contemplated under Chapter 197, F.S.. Any cost for this service will be defrayed through the fees charged by the Property Appraiser and Tax Collector. These costs will not be borne by the residents of St. Johns County in general. Instead, these costs will be borne by the residents and owners of property within the District.

(d) St. Johns County and Its Citizens - Benefits

The proposed District will provide a number of economic benefits to St. Johns County and its citizens. First, since citizens of St. Johns County are also citizens of the State, they receive the same benefits from planned development as do other citizens. In fact, since the development is to occur in St. Johns County its citizens benefit to a greater degree on this account than do other citizens living elsewhere in the State. Well-planned and well-financed communities are attractive locations for new residents and new or expanding businesses. The availability of such communities enhance the quality of life and the economic development of the areas in which they are located.

Second, the proposed District is the best means of assuring that residents in the District receive needed services, while at the same time restricting the costs to District property owners who receive the services. The District will be governed by landowner elected representatives for the first six years or until the first election after 250 electors reside within the District, whichever is later. Thereafter, it will begin being run by qualified electors of the District. This method of governance matches those who receive District services to the obligation to pay for those services. At the same time, this structure also allows the District residents to control the entity which provides the services and levies the assessments to pay for those services. The County is not involved in any way in the operation or finance of the District.

However, should the County wish to take over any District provided function Chapter 190 provides for this capability. Thus, the County does not lose control over the District nor is it obligated in any way to provide District services to the lands within the District unless such services are assumed under section 190.046(4)F.S.

The third benefit which accrues to the County and its citizens is that a community development district is the sole mechanism by which the County is completely freed from the management or administrative burden of Julington Creek Plantation. Since the District is an independent unit of local special purpose government, it has its own independent board and budget, and it must see to its own administration. This arrangement for governing and administering the District means a cost savings to the County over certain other types of arrangements. Every other form of dependent government and financial structure would make the County at least partially responsible for the District's services.

(e) Applicant - Costs

The applicant will incur substantial costs if the proposed District is approved. These costs can be grouped into four categories: (1) planning and applying for the District; (2) contributions of management and technical assistance; (3) District assessments and/or special assessments and fees; (4) donation of easements, right-of-way, etc.

It is costly and time consuming to plan and apply for the establishment of a District. The applicant's District Task Force includes economists, attorneys, investment bankers, engineers, and planners.

Second, the District will need managerial and technical assistance from the petitioner from time to time, especially in the early years of its operation. The applicant stands ready to provide such assistance without charge.

Third, the applicant as landowner will pay substantial District assessments and/or special assessments and fees over the life of the repayment of the bonds for public capital improvements. Indeed, in the early years of the District, the petitioner will be the District's largest taxpayer for both repayment of capital improvement bonds and maintenance assessments. The Applicant's costs for assessments and fees for repayment of bonds, operations and maintenance during this initial period amounts to in excess of \$9 million. Also, the Applicant will bear the largest portion of the donation of required rights-of-way and easements.

(f) Applicant - Benefits

The District will provide the applicant with three economic benefits. First, the District would provide access to public bond financing for the designated public improvements. This provides the developers of Julington Creek Plantation with a stable and long term source of capital for public improvements.

Next, much of the benefit from the availability of public bond financing ultimately accrues to the benefit of the buyer of property at Julington Creek Plantation who is the ultimate end user of the land within the District. The assurance of a source of long term financing to complete the designated infrastructure improvements benefits the applicant's development program and consumer confidence.

Additionally, the District will be operated solely for the benefit of Julington Creek Plantation. This combination of factors helps assure the applicant that the high standards which the applicant has set for Julington Creek Plantation will be preserved through the life of the project.

Moreover, through establishment of the District the developer will be better assured that the necessary infrastructure will be in place when it is needed. This furthers compliance with growth management laws requiring that infrastructure be available to support proposed development.

A final benefit to the applicant is that through the District, the applicant has created a perpetual entity to manage and maintain major elements of the community. This is an aid to obtaining the necessary development permits.

(g) Consumers - Costs

Consumers are people who will purchase land or build homes within the District at Julington Creek Plantation. Should the proposed District be established, District occupants will be required to pay District non ad valorem assessments and/or special assessments and fees over and above their County taxes. District assessments do not affect or offset County taxes. It is this increment of expense on top of general County taxes which is the cost of the District to the consumers.

Current plans identify three categories of expenses for which District residents pay:

- (1) taxes collected by the County, School Board, and other entities;
- (2) non ad valorem assessments and/or fees to pay for District capital and special assessments and/or user fees to cover maintenance costs; and
- (3) assessments or fees imposed by non-governmental entities such as a property owners association (POA) or utilities.

All three of these cost categories would exist irrespective of whether the District is approved. Julington Creek Plantation occupants will pay County and School Board taxes and any other assessments or fees imposed by other governmental bodies notwithstanding the existence of a CDD. Thus, these costs cannot be properly viewed as costs which arise from the District itself, even though District occupants would pay such assessments or fees.

District property owners and residents will pay District assessments and fees; however, the District's facilities would be required even in the absence of the District itself. The cost of these facilities would have to be recovered in some other way. A CDD provides residents with the option of having specific levels of services financed through self-imposed charges. Thus, the District is an alternative by which necessary community services are financed. Generally, district financing may be no more expensive than the alternative of an MSTU and, in most cases, may be less expensive than a property owners association, or developer financed loans.

Finally, the estimated budget for the District indicates that the various charges to prospective residents will be moderate, and well within the ranges typical for Florida communities with strong tax bases.

(h) Consumers - Benefits

District residents will receive three major classes of benefits if the District is approved. First, those in the District will have access to a higher level of public services and amenities than would otherwise be the case. Julington Creek Plantation is designed as a residential subdivision with some special service demands. To be successful a mechanism is needed to help assure a high level of continual public services consistent with the Julington Creek Plantation project. Maintaining those levels of service will help sustain property values for district residents. A CDD is the best vehicle for this purpose.

Second, the CDD is a mechanism for assuring that the infrastructure and community services will be completed concurrent with the development of the rest of the land. This satisfies growth management laws and ensures that growth pays for itself without undue burden on the general consumer.

Finally, a CDD is the sole form of governance which allows District landowners and residents to largely determine the type, quality and expense of District services. Such services must still meet St. Johns County's overall requirements and be subject to the applicable comprehensive plans and land development regulations.

On balance, the formation of the District will benefit its property owners and residents. The District will be controlled by District landowners and eventually by its residents. In either case it will be operated for the benefit of the users of the District. The District will ensure that the high standards the petitioner has set for its development will be met.

3. Estimate of the proposed action on competition and the open market for employment, if applicable.

(a) Competition

While establishment of the District may provide some competitive advantage to the Julington Creek Plantation project, this same advantage can be obtained by any other landowner who decides to go through the same petition process. In other words, there is no unique

competitive advantage conferred upon Julington Creek Plantation which is not available to everyone else in the market competing in the niche Julington Creek Plantation will serve.

Approval of the District will have only a nominal effect on competition in the market for residential housing and land in the northern St. Johns County and in those areas where there are projects similar to Julington Creek Plantation. To understand the nature of these competitive effects, it is important to recognize the entitlements previously conferred upon the project and the type of project envisioned at Julington Creek Plantation. The development is designed as a high quality and amenitized primary residential community being built under a DRI development order from St. Johns County. As such, it competes with other projects of a similar magnitude that are intended to serve the same market niche.

(b) Open Market for Employment

The establishment of the district will have a nominal positive effect on the open market for employment related to construction and maintenance of public infrastructure. First, large District construction contracts must be publicly bid. This provides all contractors including small and minority contractors and related employees access to public contracts. In addition, certain District maintenance contracts are also subject to public bidding thereby opening some employment opportunities. Finally, the District is not expected to have on site permanent staff. Thus, its effect on permanent employment is minimal but marginally beneficial to contract employment.

4. Analysis of the impact on small business as defined in the Florida Small and Minority Business Act of 1985.

Approval of the District will have no disproportionate impacts on small business. Small businesses that decide to locate in the District will be subject to District assessments, above and beyond those paid by small businesses located outside the boundaries of the District. However, location within the District is completely voluntary, and small businesses can determine for themselves whether the location and the extra charges imposed by the District are advantageous. In exchange for the District assessments, residents will benefit from a higher level of services than those located outside the District. Furthermore, if the businesses own the land upon which they are located, the business will have the right to vote in District elections while voting is on an acreage basis.

Additionally, the District must operate according to Florida's "Sunshine" laws, and the District must take bids for certain goods and services. This helps facilitate a more active and open participation in business solicitation. As a result, small businesses will be better able to compete for District business.

5. Comparison of the probable costs and benefits of the proposed action to the probable costs and benefits of not adopting the rule.

(a) Cost and Benefits to Establishing District

As described earlier, the cost to the public of establishing the district is fully covered by fees or at most negligible.

The DOAH hearing and FLWAC staff review costs are minimal, costs to St. Johns County are more than covered by the filing fee.

There is substantial public benefit to the citizens of St. Johns County for delivery of needed improvements to State and County roadways.

There is a major public benefit to future District residents from assured environmental compliance through maintenance of the storm water management and wetland conservation system.

District property owners and residents will benefit from the availability of a community recreation center.

The District will help the County facilitate a well planned and approved DRI without economic burden to the County or its citizens. Growth will help pay for itself.

Current county residents and future residents of Julington Creek Plantation will benefit from the District's ability to access the public bond market to finance needed public improvements at public financing terms.

There may be some marginal benefit to small contractors who may wish to do business with the district.

(b) Costs and Benefits to Not Establishing the District

First, not establishing the district would create a lost opportunity to deliver and improve needed public infrastructure without burdening the general citizenry of St. Johns County. In fact, some improvements may be expedited through the District thus relieving the County from short term expenditures for temporary improvements that subsequently would need replacement.

Second, not establishing the District raises uncertainty related to the timeliness of delivering DRI development order improvements and its effect upon the timetables for Julington Creek Plantation community. Inaction would also impair economic development in this portion of northern St. Johns County.

Finally, there appears to be no apparent benefit in not establishing the District. A CDD is financially self sufficient. Local and state government is insulated by statute from any financial difficulties the District might experience. Residents are protected by an assessment structure, representation, and market pricing forces that help keep in check District expenditures.

6. Determination of whether less costly methods or less intrusive methods exist for achieving the purpose of the proposed action where reasonable alternative methods exist which are not precluded by law.

Private funding could be used to deliver public infrastructure improvements. The existing MSTU could finance the public improvements but this would result in higher county administrative costs and unnecessarily burden St. Johns County's debt capacity. Additionally, the MSTU could assume further maintenance but additional administrative costs would be incurred. Though not consistent with the DRI development order and absent the CDD alternative, use of state and/or county funds could be used at some time in the future to pay for the needed roadway improvements to SR 13, Racetrack Road, and Russell Sampson Road. However, this would deprive other geographical locations within St. Johns County of capital improvement funds which are no doubt equally necessary for roadway improvements as well as needlessly delay the designated improvements.

Private funding could also be used to deliver the community recreation facility and a property owners association could levy maintenance fees and user charges. This would result in higher capital improvement costs and restricted private use of the recreation facility. The District financed recreation facility will be repaid through District special assessments and owned, operated, and made available for public use on a fee basis.

The District is the least costly and least intrusive method to deliver the designated public improvements to a specific community. Moreover, the District is the least costly and least intrusive means of delivering such services as maintenance of the stormwater management system and environmentally sensitive wetlands areas.

7. Description of reasonable alternative methods for achieving the purpose of the proposed action, and a statement of the reasons for rejecting those alternatives in favor of the proposed action.

Consider the alternatives to a CDD at Julington Creek Plantation. Four basic alternatives to the CDD are available: (1) a dependent taxing unit such as a MSTU, (2) a neighborhood-type property owners association (POA), (3) County provision, or (4) private provision of improvements. Establishment of a dependent, MSTU type of financing unit, in place of the CDD would require the County to staff the MSTU. Furthermore, any financing by the MSTU to provide infrastructure would inure against the bonding capabilities of the County further restricting the County's ability to provide needed infrastructure to other portions of St. Johns County. For these reasons the CDD is clearly a superior option.

The second conceptual alternative to the CDD would be a master neighborhood-type association (POA). While such an association could provide the necessary staffing and decision-making for land in the District, such associations lack the capability to issue bonds and other forms of long-term debt. Thus, an association could not effectively finance and construct the necessary community infrastructure.

Moreover, a neighborhood-type property owners association lacks the perpetual status to assure environmentally compliant maintenance of the storm water management system and protection of the wetland conservation areas.

The third alternative to the CDD is provision of infrastructure by the County. This alternative is clearly inferior to the establishment of the CDD. Without the CDD the County would have to incur the direct cost to plan, finance and build the designated infrastructure using its own revenues and staff. By contrast, establishment of the proposed District avoids these costs.

The fourth alternative is providing long-term development financing by private lenders and delivering services and maintenance by private developers. Since the collapse of the real estate market in the late 1980's private lender financing for public infrastructure ranges between difficult and impossible to obtain, at almost any cost. Lenders simply wish to avoid private development financing of public infrastructure. And, private provision of services is impractical since long term assurances would be unavailable to protect environmentally sensitive areas in perpetuity.

A final benefit, which accrues to the County and its citizens from the establishment of the Julington Creek Plantation community, is that by having the District finance the necessary infrastructure, the development of Julington Creek Plantation is not delayed. This means the jobs and the income which will be generated at the site and peripherally in northern St. Johns County will occur sooner than would otherwise be the case.

Establishing a CDD is the best way to assure that growth pays for itself. The District mechanism allows the community development process to take care of its own needs. It restricts costs to those who benefit from the services provided.

In summary:

- A property owners association (POA) cannot finance improvements.
- MSTU bonding capacity to provide for capital improvements would directly impact the County's bonding capability.
- Sources of private financing for public infrastructure improvements are virtually non existent.

8. Detailed statement of the data and methodology used in making each of the above estimates.

Data. The data used in this analysis, including the anticipated buildout schedule and timing and amount of infrastructure improvements, came from the petitioner and/or their engineering consultants. Other data was provided by FLWAC staff and the Department of Local Government Finance. Table 1 outlines the capital infrastructure and responsibilities for owning, maintaining, and financing the community infrastructure facilities. Table 2 describes the infrastructure capital improvement

program. These data reflect estimates of costs and timing at this point.

Methodology. The model used to assess the economic performance of the proposed District is quite large and complex. It essentially tracks each source of District revenue and each significant District cost item. The economic concepts used apportion the benefits of capital improvements to residential and non residential land use intensities. The model contains proprietary information concerning the Julington Creek Plantation community development project, so its complete contents are not reproduced here. The model for the proposed District uses the Lotus 1-2-3 spreadsheet program run on an IBM compatible 486/DX-66.

D. CONCLUSION

The Economic Impact Statement assumes it is socially desirable to use the least expensive and least intrusive method to achieve delivery of any given public improvement and to provide selected system maintenance. An entity that is directly accountable for costs and derives the benefits is more likely to achieve the desired result. The District is just such an entity.

The proposed District is a severely limited and highly specialized unit of local government which serves as an important tool for St. Johns County under Florida's growth management laws. It is a special unit of local government with a single purpose: the provision of infrastructure and services for planned new communities. Its economic benefits exceed its economic cost to the petitioner, and the County, and to all subsequent purchasers and residents of the community.

Table 1

**Julington Creek Plantation Community Development District
Infrastructure Plan**

Facility	Comments	
Water Management & Wetlands System	Capital Costs: Ownership: Op/Mtc: Financing:	Petitioner District District Petitioner
SR 13 Improvements	Capital Costs: Ownership: Op/Mtc: Financing:	District Florida DOT Florida DOT Special Assessments
Racetrack Road Russell Sampson Road Improvements	Capital Costs: Ownership: Op/Mtc: Financing:	District County County Special Assessments
Arterial, Collector Subdivision Street Lighting	Capital Costs: Ownership: Op/Mtc: Financing:	Petitioner JEA District Special Assessments
Recreation Center	Capital Costs: Ownership: Op/Mtc: Financing:	District District District Special Assessments & user fees

Table 2

Julington Creek Plantation Community Development District

Infrastructure Capital Improvement Timetable
(in 000's of 1993 dollars)

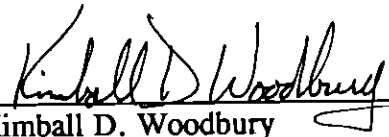
	<u>1995-98</u>
Racetrack Road Improvements	\$5,999,808
SR 13 Improvements	\$2,157,040
Russell Sampson Road Improvements	\$1,800,000
Recreation Center	\$1,474,667
TOTAL	<u><u>\$11,431,515</u></u>

AUTHORIZATION OF AGENT

AUTHORIZATION OF AGENT

This letter shall serve as a designation of J. Thomas Gillette, III to act as agent for Atlantic Gulf Communities Corporation with regard to any and all matters pertaining to the Petition to the Florida Land and Water Adjudicatory Commission to establish the Julington Creek Plantation Community Development District in St. Johns County, Florida, pursuant to Chapter 190, Florida Statutes. I am signing this letter in my capacity as Vice President of Atlantic Gulf Communities Corporation.

DATED: 2/25/94



Kimball D. Woodbury
Vice President
Atlantic Gulf Communities Corporation

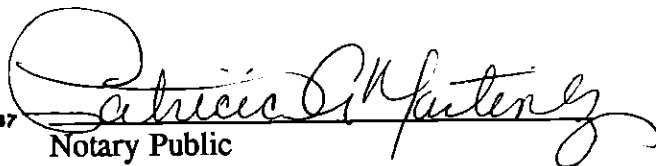
STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Kimball D. Woodbury, Vice President of Atlantic Gulf Communities Corporation, a Florida corporation, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entities, and was identified in the manner indicated below.

Witness my hand and official seal in the County of Dade and State of Florida this 25th day of February, 1994.



PATRICIA A MARTINEZ
My Commission CC206787
Expires Jun. 23, 1997
Bonded by HAI
800-422-1555



Notary Public

Personally Known: X
Produced Identification: n/a
Type of Identification: n/a