

RESOLUTION NO. 98- 77

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND ACCEPTING THE TERMS OF AN EASEMENT FOR UTILITIES, A PARTIAL ASSIGNMENT OF NON-EXCLUSIVE EASEMENT RIGHTS, A BILL OF SALE, AND RESTORATION AGREEMENTS EXECUTED BY SJH PARTNERSHIP, INC. PURSUANT TO THE TERMS OF THE ST. JOHNS WATER AND WASTEWATER UTILITY SERVICE AGREEMENT.

WHEREAS, pursuant to the terms of the St. Johns Water and Wastewater Utility Service Agreement dated January 24, 1995 between St. Johns County and SJH Partnership, Ltd., a Florida limited partnership, the owner and developer of the mixed use planned unit development known as Saint Johns, the "Project", the County agreed to provide water and sewer service within the Project; and

WHEREAS, said owner and developer has executed and delivered to the County the Easement for Utilities, a Partial Assignment of Non-exclusive Easement Rights, a Bill of Sale and Restoration Agreements, attached hereto as Exhibits "A", "B", "C", "D", and "E", setting forth the terms and conditions upon which the County shall have the right to install, operate, maintain, repair, and replace pipes and mains as necessary.

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

1. The terms and conditions of the documents as stated above are hereby approved and accepted.
2. The County Administrator is authorized to execute the Restoration Agreements in substantially the form attached on Exhibits "D" and "E".
3. The Clerk is instructed to record the Easement for Utilities, the Partial Assignment, the Bill of Sale and the Restoration Agreements in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 14 day of April, 1998.

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

BY: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Stacey McDaniel
Deputy Clerk

3281

Exhibit A to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:

JOHN G. METCALF
PAPPAS METCALF & JENKS, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

Recorded in Public Records St. Johns County, FL
Clerk# 98019407 O.R. 1316 PG 1255 11:45AM 05/06/1998
Recording \$77.00 Surcharge \$10.00

EASEMENT FOR UTILITIES
[WGV Boulevard, Royal Pines Parkway, Road Easement
Parcel A, Road Easement Parcel B, Pump Station
Southeast Quadrant]

THIS EASEMENT is executed and given this 13th day of November, 1997, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, with an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092 hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

BACKGROUND

Grantor is the owner and developer of a mixed use planned unit development known as Saint Johns and more particularly described in PUD ordinance 91-36 as amended by PUD ordinance 94-55, St. Johns County Planning and Zoning Agency Resolutions 95-034, 96-009, 96-20 and 96-22 and by Ordinance 96-65 (the "Project"). The Grantee has agreed to provide water and sewer service within the Project pursuant to the terms of the St. Johns Water and Wastewater Utility Service Agreement dated January 24, 1995 (the "Utility Service Agreement"). Under the terms of the Utility Service Agreement, the Grantee shall be provided appropriate easements to enable it to provide water and sewer service to the Project. This Easement sets forth the terms and conditions upon which Grantee shall have the right to install, operate, maintain, repair or replace pipes, mains and other related equipment and appurtenances within the real property described on the attached Exhibits A, B, C, D and E (the "Easement Areas") for the operation of the underground water and sewer utility service.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the Easement Areas; together with rights of ingress and egress on and over the Easement Areas as necessary for the use and enjoyment of the easement granted in this Document. This easement is for water and sewer utility services only (including reuse and irrigation) and does not convey any right to install other utilities within such easement.

Grantor does hereby warrant that the Grantor is the owner of the fee simple title to the Easement Areas and that it has the power and authority to grant this easement to Grantee subject to the matters set forth on Exhibit F.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Areas for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Areas for other utility services or other purposes which do not interfere with the rights granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Areas provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and

(d) Grantee shall exercise its easement rights in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Areas or any part thereof.

6. The parties shall have all remedies available at law or in equity to enforce the terms of this Agreement.

CONSENT AND JOINDER

BARNETT BANK, N.A. (formerly known as Barnett Bank of Jacksonville, N.A.), a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1062, page 1589, as modified by Note and Mortgage Modification Agreement, recorded in Official Records Book 1110, page 25, and Official Records Book 1163, page 658; and Note and Mortgage Modification Agreement Evidencing Future Advance and Spreading Agreement dated July 24, 1996 and recorded July 24, 1996 in Official Records Book 1185, page 2135, as modified in Official Records Book 1198, page 899, and Official Records Book 1201, page 888, and Official Records Book 1257, page 687, and Mortgage and Security Agreement Securing a Development Loan recorded in Official Records Book 1279, Page 292, all of the public records of St. Johns County, Florida, to the extent encumbering any of the real property described on the attached Exhibits A through E, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of

Patricia K. Richcreek

Patricia K. Richcreek
Please Print

Diane Miller

Diane Miller
Please Print

BARNETT BANK, N.A.,
a national banking association

By: James P. Steven
Its Senior Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

O.R. 1316 PG 1260

The foregoing instrument was acknowledged before me this 24
day of November, 1997, by Scott R. Steves, as Sr. Vice
President of BARNETT BANK, N.A., a national banking association, on
behalf of the association.

Patricia K. Richcreek
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known
~~or Produced I.D.~~ _____
[check one of the above]
Type of Identification Produced _____



WGV BOULEVARD

A PART OF SECTIONS 10, 43 AND 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH $05^{\circ}35'47''$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $23^{\circ}28'17''$ WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $41^{\circ}20'46''$ WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH $44^{\circ}29'54''$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $89^{\circ}29'55''$ WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $45^{\circ}30'05''$ WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH $49^{\circ}24'42''$ WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $50^{\circ}42'21''$ WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $74^{\circ}21'20''$ WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $85^{\circ}53'25''$ WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $49^{\circ}23'58''$ WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $09^{\circ}12'18''$ WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH $77^{\circ}57'05''$ EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH $14^{\circ}27'25''$ WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH $77^{\circ}57'04''$ EAST, A DISTANCE OF 25.01

FEET; THENCE NORTH $13^{\circ}29'58''$ WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH $77^{\circ}57'04''$ WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH $12^{\circ}31'49''$ WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH $77^{\circ}57'05''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $11^{\circ}46'20''$ WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $11^{\circ}29'43''$ WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ}35'09''$ EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $28^{\circ}09'22''$ EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH $54^{\circ}21'18''$ EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $54^{\circ}07'01''$ EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 870.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $66^{\circ}37'24''$ EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $60^{\circ}39'29''$ EAST, A DISTANCE OF 118.25 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $82^{\circ}17'43''$ EAST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $45^{\circ}14'56''$ EAST, A DISTANCE OF 167.91 FEET; THENCE NORTH $44^{\circ}45'04''$ EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH $45^{\circ}14'56''$ WEST, A DISTANCE OF 257.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $43^{\circ}37'09''$ WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE; THENCE SOUTH $59^{\circ}31'58''$ WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $24^{\circ}01'08''$ WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $11^{\circ}29'43''$ EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 13°01'28" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°23'58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°21'20" EAST AND A CHORD DISTANCE OF 506.98 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°30'06" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°29'54" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.86 ACRES MORE OR LESS.

ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°25'50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°07'27" WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°47'13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°55'35" EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°59'45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°10'25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°10'37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°17'27" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°53'47" EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS.

SOUTHEAST ROAD EASEMENT PARCEL A

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1684.51 FEET; THENCE SOUTH 00°27'50" EAST LEAVING SAID NORTH LINE OF SECTION 14, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°32'10" WEST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 226.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°27'50" EAST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST, A DISTANCE OF 53.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°49'53" EAST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 229.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 00°27'50" EAST AND A CHORD DISTANCE OF 75.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°45'33" WEST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°32'10" WEST, A DISTANCE OF 83.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°32'10" WEST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 137.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 780.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 471.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°50'23" WEST AND A CHORD DISTANCE OF 464.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°08'37" WEST, A DISTANCE OF 888.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 380.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 557.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°11'48" WEST AND

A CHORD DISTANCE OF 509.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°45'00" WEST, A DISTANCE OF 794.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°27'18" WEST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 229.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°15'00" EAST AND A CHORD DISTANCE OF 75.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41°02'43" EAST AND A CHORD DISTANCE OF 21.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°45'00" EAST, A DISTANCE OF 794.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 320.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°12'20" EAST AND A CHORD DISTANCE OF 428.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°08'37" EAST, A DISTANCE OF 910.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 582.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 351.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°50'23" EAST AND A CHORD DISTANCE OF 346.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 197.44 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°27'50" WEST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°32'10" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°32'10" EAST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 217.28 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°20'10" WEST AND A CHORD DISTANCE OF 48.46 FEET TO A POINT ON SAID CURVE, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 71°47'29" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 66.13 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 136.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.58 ACRES MORE OR LESS (243,271 SQUARE FEET).

SOUTHEAST ROAD EASEMENT PARCEL B

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 2438.75 FEET; THENCE SOUTH 00°27'50" EAST LEAVING SAID NORTH LINE OF SECTION 14, A DISTANCE OF 129.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°32'10" WEST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 130.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°27'50" EAST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST, A DISTANCE OF 554.25 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89°32'10" WEST, A DISTANCE OF 584.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°32'10" WEST AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 396.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 516.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°53'36" WEST AND A CHORD DISTANCE OF 510.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°15'00" WEST, A DISTANCE OF 484.39 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°33'54" EAST AND A CHORD DISTANCE OF 72.92 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 320.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°33'54" WEST AND A CHORD DISTANCE OF 20.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°45'00" WEST, A DISTANCE OF 142.90 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°15'00" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID

CURVE; THENCE NORTH 28°15'00" EAST, A DISTANCE OF 484.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 486.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°53'36" EAST AND A CHORD DISTANCE OF 481.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 61.20 FEET; THENCE NORTH 03°44'03" WEST, A DISTANCE OF 210.34 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 116.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°31'07" WEST AND A CHORD DISTANCE OF 62.22 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 432.05 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°22'36" WEST AND A CHORD DISTANCE OF 61.03 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 301.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°04'07" WEST AND A CHORD DISTANCE OF 280.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°27'50" WEST, A DISTANCE OF 84.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 183.09 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°51'38" WEST AND A CHORD DISTANCE OF 174.15 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2291.01 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 84°14'17" WEST AND A CHORD DISTANCE OF 280.09 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°17'48" WEST AND A CHORD DISTANCE OF 30.40 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 208.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°34'25" WEST AND A CHORD DISTANCE OF 86.98 FEET TO A POINT ON SAID CURVE; THENCE NORTH 11°39'28" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 1.00 FOOT; THENCE NORTH 78°06'12" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 3690.72 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 259.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°04'00" EAST AND A CHORD DISTANCE OF 259.73 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 02°51'25" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 243.09 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 240.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°51'38" EAST AND A CHORD DISTANCE OF 231.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°27'50" EAST, A DISTANCE OF 84.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 223.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°04'07" EAST AND A CHORD DISTANCE OF 207.47 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 492.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°00'05" EAST AND A CHORD DISTANCE OF 80.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°06'22" EAST AND A CHORD DISTANCE OF 50.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°27'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 179.54 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.28 ACRES MORE OR LESS (229,847 SQUARE FEET).

EXHIBIT E

O.R. 1316 PG 1272

PUMP STATION SITE
SOUTHEAST QUADRANT PARCEL NO. 5

PART OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PARCEL 5.1, AS RECORDED IN OFFICIAL RECORDS BOOK 1201, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1669, EXHIBITS A, D AND E, AS AMENDED BY OFFICIAL RECORDS BOOK 1261, PAGE 13, BOTH OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°27'50" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1030.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL B AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°54'15" WEST AND A CHORD DISTANCE OF 192.72 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE SOUTH 76°41'55" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.13 FEET; THENCE SOUTH 13°18'06" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 76°41'55" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL B, A DISTANCE OF 34.88 FEET, SAID POINT LYING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1030.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ROAD EASEMENT PARCEL B AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°14'47" EAST AND A CHORD DISTANCE OF 35.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1239 SQUARE FEET MORE OR LESS.

E:\SHARON\LEGAL\57H\FPLESHTS\SEPOMP.WPD

EXHIBIT F

PERMITTED EXCEPTIONS O.R. 1316 PG 1273

1. Taxes for the year 1997 and subsequent years.
2. Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Notice of DRI/Development Order Modification recorded in Official Records Book 1091, page 1119, public records of St. Johns County, Florida.
3. The Saint Johns Water and Wastewater Utility Service Agreement between NORTHWEST UTILITIES I, INC., SJH PARTNERSHIP, LTD. and ST. JOHNS COUNTY, FLORIDA recorded in Official Records Book 1094, page 332, public records of St. Johns County, Florida.
4. Mortgage and Security Agreement in favor of Barnett Bank of Jacksonville, N.A., a national banking association, as recorded in Official Records Book 1062, page 1589 as modified by instruments recorded in Official Records Book 1110, page 25, Official Records Book 1163, page 658, Official Records Book 1185, page 2135, Official Records Book 1198, page 899, Official Records Book 1201, page 888, and Official Records Book 1257, page 687 all of the public records of St. Johns County, Florida.
5. Covenants, conditions, agreements, restrictions and non-exclusive easements of record which do not conflict with or impose assessments on the easement rights granted in this instrument.

PARTIAL ASSIGNMENT OF NON-EXCLUSIVE EASEMENT RIGHTS

This Partial Assignment of Non-Exclusive Easement Rights is executed and given this 13th day of November, 1997 by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, with an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092 hereinafter called "Assignor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, hereinafter called "Assignee".

BACKGROUND

Assignor is the owner and developer of a mixed use planned unit development known as Saint Johns and more particularly described in PUD Ordinance 91-36 as amended by PUD Ordinance 94-55, St. Johns County Planning and Zoning Agency Resolutions 95-034, 96-009, 96-20 and 96-22 and by Ordinance 96-65 (the "Project"). The Assignee has agreed to provide water and sewer services within the project pursuant to the terms of the St. Johns Water and Wastewater Utility Service Agreement dated January 24, 1995 (the "Utility Service Agreement"). Under the terms of the Utility Service Agreement, the Assignee shall be provided appropriate easements to enable it to provide water and sewer service to the Project. The Assignor has conveyed portions of the project to various entities and, in connection with such conveyances, Assignor has reserved for itself and for the benefit of future utility providers, blanket easements for the installation, operation, maintenance, repair and replacement of underground water distribution systems, sewage collection systems, irrigation systems and other equipment and appurtenances necessary or convenient for the operation of the underground water, sewer and irrigation utility systems. Assignor has this day conveyed to Assignee portions of the underground water, sewer, and irrigation system and has requested the initiation of service to certain portions of the Project by Assignee. The purpose of this document is to partially assign to the Assignee the easement rights for the provision of water, sewer, and irrigation utility services to the Project previously reserved by the Assignor.

NOW THEREFORE, in consideration of the Assignee's provision of water, sewer and irrigation service to the project and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor hereby assigns to the Assignee the right to install, operate, maintain, repair and replace pipes, mains, pumps, and other equipment and appurtenances constituting the underground water distribution, sewer collection system, and irrigation system that were reserved by the Assignor in the following documents:

- A. Declaration of Covenants, Easements and Restrictions Wold Golf Village Golf Course and Hall of Fame recorded in Official Records Book 1185 at page 1023 of the public records of St. Johns County, Florida.

Recorded in Public Records St. Johns County, FL
Clerk# 98019408 O.R. 1316 PG 1274 11:45AM 05/06/1998
Recording \$13.00 Surchage \$2.00

Issuet - Min & Rev - F. DeB...


STATE OF Florida)
COUNTY OF St. Johns)SS

O.R. 1316 PG 1275

The foregoing instrument was acknowledged before me this 13th day of November, 1996, by James E. Davidson, the Vice President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

John G. Metcalf
(Print Name _____)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____

My Commission Expires:
Personally Known ✓
or Produced I.D. N/A
[check one of the above]
Type of Identification Produced

 **JOHN G. METCALF**
MY COMMISSION # CC354303 EXPIRES
March 9, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

Recorded in Public Records St. Johns County, FL
Clerk# 98019409 O.R. 1316 PG 1277 11:45AM 05/06/1998
Recording \$21.00 Surcharge \$3.00

Exhibit - Nov 8 1997
P. Documents

BILL OF SALE

**UTILITY IMPROVEMENTS / WGV BOULEVARD ROYAL PINES PARKWAY
AND PARCELS A AND B SOUTHEAST QUADRANT**

SJH PARTNERSHIP, LTD. a Florida limited partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for a portion of the Saint Johns project lying within and adjacent to the right-of-way of WGV Boulevard Royal Pines Parkway and Road Easement Parcels A and B in St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

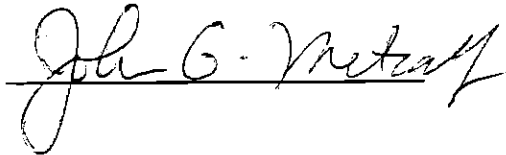
SJH Partnership, Ltd. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, SJH Partnership, Ltd. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 13 day of November, 1997.

SJH PARTNERSHIP, LTD., a Florida limited partnership

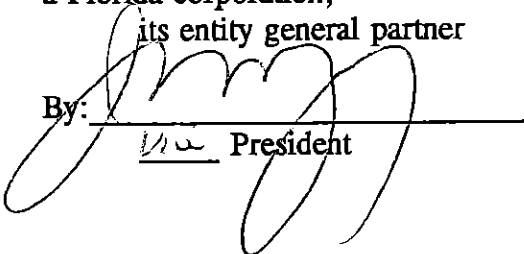
WITNESS:





By: SJ Memphis, Ltd., a Florida limited partnership, its entity general partner

By: St. Johns Harbour, Inc. a Florida corporation, its entity general partner

By: 
 President

STATE OF Florida)

O.R. 1316 PG 1278

COUNTY OF St. Johns)
)SS
)

The foregoing instrument was acknowledged before me this 13th day of November, 1997, by James E. Davidson, the U.S. President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

John G. Metcalf
(Print Name _____)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____



JOHN G. METCALF
MY COMMISSION # CC354303 EXPIRES
March 9, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires:
Personally Known
or Produced I.D. N/A
[check one of the above]
Type of Identification Produced



JOHN G. METCALF
MY COMMISSION # CC354303 EXPIRES
March 9, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

SCHEDULE A

Schedule of Values

O.R. 1316 PG 1279

Water and Sanitary Sewer

Northwest Quadrant - St. Johns

Northwest Utilities One - Off Site Improvements:

Water Distribution System	\$155,418.50
Wastewater System	
Force Main	54,000.00
Lift Station	222,409.50
Reuse Water System	44,777.50
Subtotal	\$476,605.50

Site Development for World Golf Drive, International Golf Parkway

Water Distribution System	
WGV Boulevard	\$374,820.00
International Golf Parkway	249,880.00
Change Orders	1,800.00
Wastewater System	
WGV Boulevard (Gravity Sewer)	77,400.00
Change Orders	392.08
WGV Boulevard (Force Main)	196,500.00
International Golf Parkway (Force Main)	130,760.00
Change Orders (Force Main)	(1,123.00)
Lift Station	74,500.00
Reuse Water System	
WGV Boulevard Irrigation Main	102,920.00
International Golf Parkway Irrigation Main	68,640.00
Change Order Irrigation Main	185.00
Irrigation Pump Station	191,500.00
Change Order Irrigation Pump Station	363.00
Pond 400 Intake Structure	38,000.00
Subtotal	\$1,506,537.08

Continued Next Sheet

Royal Pine Parkway Phase 2

O.R. 1316 PG 1280

Water Distribution System		
Pipe and Fittings	\$128,000.00	
Casings	85,000.00	
Chlorination and Testing	2,000.00	
As Builts	1,000.00	
Wastewater System		
Pipe	15,000.00	
Manholes	13,000.00	
Testing	500.00	
As Builts	250.00	
Force Main Pipe and Fittings	51,500.00	
Force Main Testing	1,500.00	
Force Main As Builts	1,000.00	
Reuse System		
Pipe and Fittings	67,000.00	
Testing	1,500.00	
As Builts	1,000.00	
Subtotal		\$368,250.00

Royal Pines Parkway Phase I

Water Distribution System		
Pipe and Fittings	\$ 17,050.00	
Casings	4,000.00	
Chlorination and Testing	500.00	
As Builts	250.00	
Wastewater System		
Pipe and Fittings (Force Main)	3,300.00	
Testing	250.00	
As Builts	250.00	
Wastewater System		
Pipe and Fittings	4,350.00	
Testing	250.00	
As Builts	250.00	
Subtotal		\$30,450.00
Total		\$2,381,842.58

Schedule of Values

O. R. 1316 PG 1281

Water and Sanitary Sewer

Southeast Quadrant - St. Johns

Phase One Systems:

Water Distribution System	
Pipe and Fittings	\$204,057.00
Change Orders	3,600.00
As BUILTs	2,800.00
Wastewater System	
Mobilization	22,750.00
Force Main	31,200.00
As BUILTs	1,350.00
Manholes	66,000.00
Piping	129,386.25
As BUILTs	3,000.00
Wet Well	39,000.00
Set Pumps & Equipment	18,900.00
Building Permit	1,641.92
Reuse System	
Irrigation Mains	91,216.84
As BUILTs	400.00

Phase 2 Systems:

Water Distribution System	
Pipe and Fittings	141,173.00
As BUILTs	1,470.00
Wastewater System	
Mobilization	12,255.00
Manholes	39,000.00
Piping	72,108.75
As BUILTs	1,500.00
Reuse System	
Irrigation Mains	46,511.96
As BUILTs	221.20

Subtotal		\$929,541.92
Pump Station	42,699.91	
Total	972,241.83	

Recorded in Public Records St. Johns County, FL
Clerk# 98019410 O.R. 1316 PG 1282 11:45AM 05/06/1998
Recording \$9.00 Surcharge \$1.50

RESTORATION AGREEMENT

This Restoration Agreement is made effective November 13, 1997, by SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Association") in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

RECITALS

A. The County has been or will be granted one or more easements for utilities (the "Utility Easements") to accommodate the installation, operation, maintenance and repair of the underground water distribution and sewer collection systems serving the mixed use planned unit development known as Saint Johns. Pursuant to the terms of the Utility Easements, following any installation, construction, repair, replacement or removal of any of the utility improvements located within the Utility Easements, the County is obligated to refill any holes or trenches resulting therefrom, but is not obligated to replace or restore any sod, landscaping, planting, pavement or similar surface improvements (the "Surface Improvements").

B. Pursuant to the Declaration of Covenants Restrictions for Saint Johns - Northwest Residential recorded in Official Records Book 1185, at page 740 of the current public records of St. Johns County, Florida (the "Declaration"), the Association is responsible to maintain the Common Area, including the Roadways, as such terms are defined by the Declaration and which definitions are incorporated by reference herein. In furtherance of these responsibilities, the Association has agreed to assume the obligations of SJH Partnership, Ltd., a Florida limited partnership (the "Developer") as set forth in the Utility Easements, with respect to replacement and restoration of Surface Improvements located within the Roadways, and further, to replace and restore any Surface Improvements located within five (5) feet of the boundary of the Roadways to insure maintenance of the quality of landscaping in and adjacent to the Roadways.

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the Association hereby agrees as follows:

1. The Association hereby assumes the Developer's obligations as set forth in the Utility Easements, to replace and restore Surface Improvements located within the Roadways. Further, the Association agrees that it shall be solely responsible for the replacement and restoration of any Surface Improvements located within five (5) feet of the boundary of the Roadways, which are required to be removed in connection with the installation, construction, repair, replacement or removal of any utility lines or equipment, owned, operated or maintained by the County.

2. Nothing contained in this Agreement shall relieve the County of liability for damage caused to the Surface Improvements as the result of the County's negligence.

Trickett - Min & Sec - P. Edwards

RESTORATION AGREEMENT

This Restoration Agreement is made effective November 13, 1997, by **SAINT JOHNS NORTHWEST COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association") in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

RECITALS

A. The County has been or will be granted one or more easements for utilities (the "Utility Easements") to accommodate the installation, operation, maintenance and repair of the underground water distribution and sewer collection systems serving the mixed use planned unit development known as Saint Johns. Pursuant to the terms of the Utility Easements, following any installation, construction, repair, replacement or removal of any of the utility improvements located within the Utility Easements, the County is obligated to refill any holes or trenches resulting therefrom, but is not obligated to replace or restore any sod, landscaping, planting, pavement or similar surface improvements (the "Surface Improvements").

B. Pursuant to the Declaration of Covenants Restrictions for Saint Johns - Northwest Commercial recorded in Official Records Book 1185, at page 645 of the current public records of St. Johns County, Florida (the "Declaration"), the Association is responsible to maintain the Common Area, including the Roadways, as such terms are defined by the Declaration and which definitions are incorporated by reference herein. In furtherance of these responsibilities, the Association has agreed to assume the obligations of SJH Partnership, Ltd., a Florida limited partnership (the "Developer") as set forth in the Utility Easements, with respect to replacement and restoration of Surface Improvements located within the Roadways, and further, to replace and restore any Surface Improvements located within five (5) feet of the boundary of the Roadways to insure maintenance of the quality of landscaping in and adjacent to the Roadways.

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the Association hereby agrees as follows:

1. The Association hereby assumes the Developer's obligations as set forth in the Utility Easements, to replace and restore Surface Improvements located within the Roadways. Further, the Association agrees that it shall be solely responsible for the replacement and restoration of any Surface Improvements located within five (5) feet of the boundary of the Roadways, which are required to be removed in connection with the installation, construction, repair, replacement or removal of any utility lines or equipment, owned, operated or maintained by the County.

2. Nothing contained in this Agreement shall relieve the County of liability for damage caused to the Surface Improvements as the result of the County's negligence.

Recorded in Public Records St. Johns County, FL
Clerk# 98019411 O.R. 1316 PG 1284 11:45AM 05/06/1998
Recording \$9.00 Surcharge \$1.50

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3. This Agreement shall inure to the benefit of and be binding upon the Association, the County and their respective successors and assigns.

IN WITNESS WHEREOF, the Association has caused this Agreement to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

SAINT JOHNS NORTHWEST COMMERCIAL PROPERTY ASSOCIATION, INC., a Florida non-profit corporation

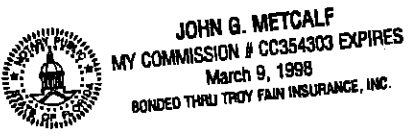
[Signature]
(Print name FREDERICK P. FARZANI)
[Signature]
(Print name John G. Metcalf)

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

STATE OF Florida)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 13th day of November, 1997, by James E. Davidson, Jr., the President of Saint Johns Northwest Commercial Property Association, Inc., a Florida non-profit corporation, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

[Signature]
(Print Name _____)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____



My Commission Expires:
Personally Known
or Produced I.D. N/A
(check one of the above)
Type of Identification Produced _____