

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED AND GRANT OF EASEMENT FROM SONOC COMPANY, LLC AND GRANT OF EASEMENT FROM CABBAGE HAMMOCK COMPANY, LLC TO ST. JOHNS COUNTY, FLORIDA FOR THE NOCATEE PRESERVE.

RECITALS

WHEREAS, Sonoc Company, LLC., has executed and presented to St. Johns County a Special Warranty Deed and Grant of Easement and Cabbage Hammock Company, LLC has executed and presented a Grant of Easement for the Nocatee Preserve, attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C", incorporated by reference and made a part hereof; and

WHEREAS, the property is intended to be conveyed to St. Johns County in accordance with the Nocatee DRI Development Order for preservation, environmental education, and passive recreation purposes and a Grant of Easement for access to provide ingress and egress to and from the property subject to the Conservation Easement for the Nocatee Preserve and the Nocatee Preserve Management Plan, attached hereto as Exhibit "D", and Exhibit "E", incorporated by reference and made a part hereof; and

WHEREAS, the Nocatee Preserve Management Plan represents the maximum allowable uses that may be constructed within the Nocatee Preserve, but does not obligate St. Johns County to construct the improvements; and

WHEREAS, the Nocatee Preserve is conveyed to St. Johns County, a partial assignment of the Corps and Water Management District permits as they relate to the Preserve are also warranted. The partial assignments of the Water Management District Permit and Corps permits are attached hereto as Exhibit "F" and Exhibit "G", incorporated by reference and made a part hereof; and

WHEREAS, the property will solely be for conservation and recreational uses that are compatible with management of the property as a conservation area.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners accepts the Special Warranty Deed and Grants of Easement for the Nocatee Preservation subject to the Nocatee Preserve Conservation Easement and Management Plan.

Section 3. The Clerk of Circuit Court is hereby instructed to record the original Special Warranty Deed and the Grants of Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 24 day of January, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 1-26-06



EXHIBIT "A" TO RESOLUTION

Prepared by
and Return to:

Thomas O. Ingram, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

SPECIAL WARRANTY DEED

[NOCATEE PRESERVE]

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2006, by SONOC COMPANY, LLC, a Delaware limited liability company (the "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, Jacksonville, Florida 32085.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit "A" attached to and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the matters set forth on Exhibit "B" attached to and made a part of this Deed.

TO HAVE AND TO HOLD the same in fee simple, subject use restrictions in Section 1 below, a right of re-entry and termination of Grantee's estate as described in Section 2 below, the reservations as described in Section 3 below, and all other terms of this Deed.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances set forth herein and on Exhibit "B") and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth herein and on Exhibit "B") but against none other. By acceptance of this Deed, Grantee hereby agrees to the following terms and conditions.

1. USE RESTRICTIONS

1.1 Surface Water Permits. The parties acknowledge that the Property is subject to stormwater management and wetlands permits issued by the St. Johns River Water Management District ("SJRWMD")(permit # 4-031-87432-1) and U.S. Army Corps of Engineers ("Corps")(permit # SAJ-2003-1267-MRE), as may be amended, collectively referred to below as the "Surface Water Permits." Such Surface Water Permits include those issued to authorize

development of lands within the Nocatee Development of Regional Impact ("Nocatee DRI") and for relocation and improvement of County Road 210, for which certain conservation easements were conveyed by Grantor and permit conditions were put in place to allow the Property to be used as mitigation for wetlands impacts. Grantee shall comply with the Surface Water Permits to the extent that they apply to activities on the Property. At Grantor's option, Grantee shall accept a partial assignment of the Surface Water Permits as to the Property. The parties acknowledge there is a partial assignment and assumption of the SJRWMD and Corps conceptual permits. The partial assignments are attached hereto as Exhibit "C" and incorporated herein. It is expected that the parties will adhere to and comply with the applicable provisions of the above referenced partial assignments.

1.2 Conservation and Recreation Uses. Grantee shall occupy and use the Property solely for conservation and recreational uses that are compatible with management of the Property as a conservation area.

1.3 Compliance with the Nocatee DRI Development Order. Grantee shall not construct any improvements upon the Property nor take any action which would result in a modification of the terms and conditions of the Nocatee DRI Development Order without the prior written consent of Grantor.

1.4 Compliance with Conservation Easements. Grantee shall comply with the Conservation Easement granted to SJRWMD over the Property recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.

1.5 Compliance with Preserve Management Plan. Grantee shall comply with the Preserve Management Plan as approved by the SJRWMD and the Corps pursuant to the Surface Water Permits, as such plan may be modified with the consent of Grantor, Grantee, SJRWMD, and the Corps.

2. RIGHT OF RE-ENTRY. In the event that Grantee substantially violates the Use Restrictions in Section 1 above, Grantor hereby reserves a right of re-entry and termination for a period of ninety (90) years from the date of this conveyance; provided, however, that as a condition of such exercise, the Grantor shall provide Grantee with written notice of any such substantial violation which shall include a description of the nature of the violation and the Grantee shall have a period of sixty (60) days to effect a cure.

3. RESERVATIONS. Grantor hereby reserves the right to conduct wetlands mitigation activities on the Property as required pursuant to the Surface Water Permits for a period of ten (10) years. In addition, Grantor reserves an easement for construction, ingress and egress over the Property for the purpose of constructing a stabilized access drive between a planned roadway known as Crosswater Parkway within the Nocatee DRI and the westerly boundary of the Property, in accordance with the Nocatee DRI Development Order (St. Johns County Resolution 2001-30, as amended).

4. INDEMNITY.

4.1 **Indemnity.** To the extent permitted by law, Grantor shall at all times, and to the fullest extent permitted by the law, defend, indemnify, protect, save harmless, and exempt Grantee, all elected and appointed officials, officers, employees, and authorized agents of Grantee, from any, and all, penalty, damage (personal and/or property), or charges arising out of claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law, or in equity (collectively, "Claims"), which are caused by Grantor or any agents, employees, contractors, subcontractors, independent contractors or representatives acting under the specific authorization or direction of Grantor (the "Grantor Parties") in connection with the activities of the Grantor Parties on the Property pursuant to Grantor's right to enter the Property reserved pursuant to Section 3 above. In addition, Grantor agrees to indemnify Grantee for any Claims arising out of any activities required by State or Federal agencies that are conducted on the Property by the Grantor Parties in fulfillment of agency permitting requirements pursuant to the Surface Water Permits or any other permits issued to Grantor by the SJRWMD or Corps, as may be amended from time to time.

4.2 **Attorneys' Fees.** Reasonable attorneys' fees and reasonable consultant and expert witness fees are specifically included as a cost that may be recovered by Grantee from Grantor pursuant to Section 4.1.

4.3 **Counsel.** Grantee, all elected officials, officers, employees, and authorized agents of Grantee specifically reserve the right to retain counsel of their own choice, at their own expense.

4.4 **Exclusion.** Notwithstanding any other provision in this Section 4, Grantor shall not be required to indemnify Grantee, or be liable to the above-noted parties for any Claims which might accrue as a result of any negligent or intentional acts and/or omissions by Grantee or the general public. In addition, Grantor's indemnity obligations under this Section 4 shall not apply to any Claims arising from and after the completion of the activities described in Section 3 above, provided that Grantee may bring indemnity claims against Grantor pursuant to this Section 4 after the completion of said activities as to any Claims arising up through said completion.

4.5 **CDD.** To the extent that Grantor assigns its right to enter the Property pursuant to Section 3 above to a community development district (a "CDD") and the CDD conducts activities on the Property, the indemnity obligations described in Section 4.1 shall be borne by the CDD and not Grantor, except as set forth below. Nothing contained herein shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, Florida Statutes, and other law. To the extent that the CDD is the entity performing any activities on the Property any limitation on Claims noted above based on sovereign immunity or some other statutory or judicial limitation (whether State or Federal), will nonetheless remain the residual, and continuing responsibility of Grantor. Moreover, Grantor expressly, and unequivocally agrees to indemnify Grantee for any Claim under the terms of Section 4.1 that is beyond/above/outside any statutory limits, regardless of any assignment to the CDD (as provided under State law)).

4.6 **Subrogation.** Notwithstanding any other provision in this Section 4, Grantee releases

and waives all claims for indemnity against the Grantor Parties pursuant to Section 4.1 above to the extent covered by insurance naming Grantee as an additional insured. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence.

5. MISCELLANEOUS.

5.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property. Grantor may assign its rights and obligations under this Deed, including, without limitation, to any property owners association, a CDD or developer within the Nocatee DRI. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

5.2 Modification. The terms and conditions of this Deed may be modified only by written agreement executed by Grantor and Grantee.

5.3 Notice. Any notice required to be given under the provisions of this Deed will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

TO Grantee:

County Administrator
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32085

TO Grantor:

SONOC Company LLC
4310 Pablo Oaks Court
Jacksonville, FL 32224

Copy to:
M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail.

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

5.5 Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application of any provision to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

5.6 No Third Party Beneficiaries. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

[This space left blank intentionally]

IN WITNESS WHEREOF, Grantor and Grantee have set their hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC,
a Delaware Limited Liability Company

(Print Name _____)

By: _____
Harry Francis
Its Vice President

(Print Name _____)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by **Harry Francis**, the Vice President of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

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

[signatures continued on following page]

GRANTEE:

Signed, sealed and delivered in the presence of:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

(Print Name _____)

By: _____
Ben Adams
County Administrator

(Print Name _____)

Legal form approved:

County Attorney

STATE OF FLORIDA)
) SS

COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Ben Adams, County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, on its behalf.

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

EXHIBIT LIST

Exhibit "A"	-	Property
Exhibit "B"	-	Exceptions
Exhibit "C"	-	Assignment of Conceptual Wetlands Permits

EXHIBIT "A" TO WARRANTY DEED

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	282.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'56"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°36'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	153.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°49'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.84
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.80
L95	N26°31'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

Exhibit "B" to Warranty Deed

(Exceptions)

1. Conservation Easement for the Nocatee Preserve recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.
2. Any other easements, restrictions, limitations, conditions and matters as would be revealed by an accurate survey of the Property.

EXHIBIT "C" TO WARRANTY DEED

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DISTRICT CONCEPTUAL PERMIT**

This Assignment is entered into this ____ day of January, 2006, by and between SONOC COMPANY, LLC ("SONOC") and ST. JOHNS COUNTY, FLORIDA (the "County").

RECITALS

- A. Of even date, SONOC has conveyed to the County those lands as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").
- B. In conjunction with and as part of the conveyance of the Property to the County, SONOC has agreed to partially assign to the County and the County has agreed to partially assume ~~SONOC's rights and obligations under that certain St. Johns River Water Management Conceptual Permit No. 4-031-87432-1, (the "District Conceptual Permit") to the extent the same affect, benefit or encumber the Property.~~
- C. The District Conceptual Permit affects additional lands other than the Property and accordingly the rights assigned and obligations assumed shall be specifically limited to ~~the Property and all other rights and obligations are reserved to SONOC.~~

~~NOW THEREFORE~~ in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SONOC hereby assigns, transfers, and sets over unto the County all right, title, and interest of SONOC in and to the District Conceptual Permit as it affects the Property and the County hereby accepts such assignment. In addition, the parties agree to the allocation of the wetlands management activities between the parties under the Nocatee Preserve Management Plan dated February 2, 2004 as is set forth on the letter attached hereto as Exhibit "B". The County acknowledges that the Tolomato Community Development District may undertake the activities allocated to SONOC in the letter attached.

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IN WITNESS WHEREOF, the undersigned have executed the foregoing the day and year first above written.

SONOC:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Harry D. Francis
Vice President

COUNTY:

ST. JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____

Name: _____

Title: _____

4020 Lewis Speedway
Jacksonville, Florida 32085

EXHIBIT "A"

THE PROPERTY

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'38"E	91.20
L6	N46°38'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.26
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	85.52
L19	N88°40'52"W	88.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°36'37"W	531.32
L24	N14°58'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	S82°28'54"W	287.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.59
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N28°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°28'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S69°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N62°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S62°46'13"W	115.25
L65	S82°37'42"W	157.42
L68	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	286.16
L69	N68°30'26"W	763.54
L70	N27°48'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.88
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	68.59
L83	N69°04'46"W	286.36
L84	S85°52'58"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'36"W	88.85
L94	N41°22'00"E	129.80
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N08°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

NOCATEE PRESERVE MANAGEMENT PLAN LETTER

ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, SUITE 100
JACKSONVILLE, FLORIDA 32256
904-470-2200 • FAX 904-470-2112
www.esinc.cc

16 December 2005

Mr. Tony Cubbedge
St. Johns County
Land Management Coordinator
4020 Lewis Speedway
P.O. Drawer 349
St. Augustine, Florida 32084

RE: Nocatee Preserve

Dear Tony:

Pursuant to our recent meeting (9 December 2005), Environmental Services, Inc. (ESI), herein provides a narrative and approximate timeline for the required management activities within the Nocatee Preserve.

All proposed management activities correspond to the approved Nocatee Preserve Management Plan dated 2 February 2004, which was approved by the St. Johns River Water Management District on 13 April 2004 (Permit No. 4-031-87432-1) and the U.S. Army Corps of Engineers on 1 October 2005 (Permit No. SAJ-2003-1267-MRE).

Each community type within the Preserve was evaluated and a specific management plan developed in order to meet the objective of maintaining a healthy natural ecosystem. Please refer to the Nocatee Preserve Management Summary page enclosed. The following community types require no active management activities, only yearly monitoring and removal, if necessary, of exotic/invasive species: Saltmarsh, Stream and Lake Swamp, Wet Coniferous Plantation, Live Oak, Pine-Mesic Oak and Temperate Hardwoods. Please note, the Wet Coniferous Plantation community does address specific management activities (wetland enhancement); however, this enhancement area was not part of the final permit mitigation maps or calculations and therefore, the management activities are not required.

The only community type requiring active management activities is the Coniferous Plantation (58 acres ±). The objective of the proposed management within this area is to increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat. In order to accomplish this objective, the following management activities are required: thin the pine stems to 50 stems per acre, conduct a dormant season prescribed burn to reduce fuel loads and promote species diversity, assess

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natural regeneration and provide supplemental planting if necessary. The following is a summary of the timeline of events for the next six years that are required for this area based upon the Preserve Management Plan. The timeline also specifies the responsible party.

**Nocatee Preserve Management Plan
Summary of Timeline and Responsible Party**

October-November 2005 (completed by SONOC Company, LLC)
Mark and thin timber in pine plantation area to 50 stems per acre

November-December 2005 (completed by SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2005 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

December 2005-March 2006 (SONOC Company, LLC)
Conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

June-September 2006 (SONOC Company, LLC)
Assess thinned and burned areas (within 6 months) for natural recruitment of native species
Determine if supplemental planting is necessary

October-November 2006 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

November 2006- February 2007 (SONOC Company, LLC)
Conduct supplemental planting to 100 stems per acre if necessary

December 2006 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

October-November 2007 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2007 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

November 2008-March 2009 (SONOC Company, LLC)
Potentially conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

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October-November 2008 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2008 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2009 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2009 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2010 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2010 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2011 (St. Johns County)

Conduct annual monitoring and prepare monitoring report

November 2011-March 2012 (St. Johns County)

Potentially conduct prescribed burn or mechanical fuel load reduction

Burn regime will be completed in 3-5 year intervals depending on fuel loads

December 2011 (St. Johns County)

Submit annual monitoring report to St. Johns River Water Management District

St. Johns County would be responsible for the monitoring, maintenance, fuel load reduction and annual reports starting in 2011 and continuing every year thereafter.

In addition to the management activities within the Preserve, there are also boardwalk, trail improvements and other related facilities allowed within the Nocatee Preserve Management Plan. The timing and nature of any improvements to be constructed within the Preserve is at the discretion of the Board of County Commissioners. The Preserve Management Plan outlines only what is allowed in the Preserve and does not obligate the County in any way other than the management activities outlined in the attached timeline summary. Please note that when designing the trails/boardwalks, the St. Johns River Water Management District will want to verify the specific jurisdictional wetland limits in any location where a trail crosses a wetland. Permitting will also be required with both SJRWMD and the U.S. Army Corps of Engineers if wetland impacts are proposed.

ENVIRONMENTAL SERVICES, INC.

I trust that this information will be sufficient for you to complete your review of the Nocatee Preserve management requirements. Should you have any questions or require additional information, please call Tim Hamilton or me.

Sincerely your,

ENVIRONMENTAL SERVICES, INC.

Janice McMahon
Janice McMahon
Senior Project Manager

cc: Greg Barbour
The PARC Group

JPM/rmb/EJ98023.11/ county letter.doc
S: 12/16/05f

DEPARTMENT OF THE ARMY PERMIT

Permittee: SONOC COMPANY, LLC
4310 PABLO OAKS COURT
JACKSONVILLE, FLORIDA 32224

Permit Number: SAJ-2003-1267-MRE

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The permittee is authorized to eliminate or otherwise alter a total of 380.36 acres of waters of the United States (wetlands) to facilitate the establishment of the mixed-use community identified as *Nocates*, which includes concentrated commercial developments, residential subdivisions, infrastructure, and stormwater management systems; and, to augment the regional transportation network. The work must be completed in accordance with the 18 pages of drawings and other attachments affixed at the end of this permit instrument.

Project Location: The general boundaries of the overall project site are the Intracoastal Waterway (IWW) on the east, Pine Island Road on the south, U.S. Highway 1 on the west, and northward approximately 1.5 miles north of County Road (CR) 210, in Duval and St. Johns Counties, Florida, within the Sections, Townships, and Ranges noted on the attached Table 1.

Latitude & Longitude: Latitude: 30.09°
Longitude: -81.40°

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 1, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided within this permit and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall provide written notification to the U.S. Army Corps of Engineers (Corps), within 72 hours, of the planned date for the commencement of work authorized by this permit. This notification and all subsequent reports and submittals shall be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida, 32202.

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2. The permittee will implement any measures stipulated by the Corps regarding the implementation of Phase II surveys of Sites 8SJ53, 8SJ3708, 8SJ3717, and 8SJ3722; the implementation of an architectural review of the structure at Site 8SJ3732; and the implementation of any additional measures necessary regarding Sites 8SJ53, 8SJ3708, 8SJ3717, 8SJ3722 and Site 8SJ3732. The permittee is not authorized to conduct any development work that could affect these sites prior to the conclusion of all requisite coordination with the State of Florida, Department of State, Division of Historic Resources, State Historic Preservation Officer (SHPO) and the implementation of any measures mandated by the Corps.

3. Sites 8SJ3705, 8SJ3710, 8SJ3716, 8SJ3721, and 8SJ3732 are located within the *Nocatee Greenways*; the permittee shall preserve these sites or mitigate any potential impacts to these sites in accordance with any actions stipulated by the Corps.

4. Within 30 days of the issuance of any future correspondence from the SHPO, the permittee shall provide a copy of such correspondence to the Corps.

5. To avoid the "take" of an eastern indigo snake (*Drymarchon corais couperi*), the permittee must implement all of the following measures:

a. The permittee must develop an eastern indigo snake protection/education plan for all construction personnel to follow. The permittee must submit the plan to the U.S. Fish and Wildlife Service for review and approval a minimum of 30 days before any clearing activities. The educational materials for the plan should consist of a combination of posters, videos, pamphlets, and lectures.

b. The permittee must post informational signs throughout the construction site. The informational signs must contain:

(1) a description of the eastern indigo snake, its habits, and its protection under Federal Law;

(2) instructions not to injure, harm, harass, or kill this species;

(3) directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before clearing is resumed; and,

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(4) the telephone numbers of pertinent agencies, as identified through the development of the protection/education plan, to be contacted if a dead eastern indigo snake is encountered.

c. If necessary, eastern indigo snakes shall be held in captivity only long enough to transport them to a release site; at no time shall two snakes be kept in the same container during transportation. Only an individual, who has been either authorized by a section 10(a)(1)(A) permit issued by the U.S. Fish and Wildlife Service, or designated as an agent of the State of Florida by the Florida Fish and Wildlife Conservation Commission for such activities, is permitted to come in contact with or relocate an eastern indigo snake.

d. ~~The permittee must immediately contact the U.S. Fish and Wildlife Service in Jacksonville at 904-232-2580 any time a dead specimen of the eastern indigo snake is found. The permittee must also immediately and thoroughly soak any dead specimen of eastern indigo snake in water, freeze it, and submit it to a U.S. Fish and Wildlife Service representative within 24 hours.~~

e. ~~The permittee must submit an eastern indigo snake monitoring report to the U.S. Fish and Wildlife Service, Jacksonville Office, within 60 days of the conclusion of clearing phases. The report must be submitted whether or not eastern indigo snakes were observed. The report must contain the following information:~~

(1) narratives describing any sightings of eastern indigo snakes;

(2) summaries of any relocation efforts, such as the locations where eastern indigo snakes were found and relocated and when the eastern indigo snakes were found and relocated, if relocation was approved through the protection/education plan;

(3) a thorough description of the preserve area for eastern indigo snakes if a preserve area was approved through the protection/education plan; and,

(4) a summary of maintenance activities and maintenance schedules for any preserve area established through the protection/education plan.

6. During the implementation of authorized work, the permittee shall correctly install appropriately sized culverts at all roadway crossings through wetlands to maintain the historic hydrologic connection between the wetlands to either side of such roadway crossings.

7. During the implementation of authorized work, the permittee shall correctly install all of the wildlife crossings noted on the project drawings.

8. The permittee shall submit to the Corps a copy of any and all future State of Florida Environmental Resource Permits and/or Water Quality Certifications issued by the St. Johns River Water Management District (SRWMD) and/or the Florida Department of Environmental Protection (DEP) for the overall Nocatee project, or any portion of the overall work associated with this project, within 60 days of the issuance of such permits.

9. The overall Nocatee project ultimately eliminates or directly alters a maximum of 380.36 acres of wetlands. As mitigation for these impacts the applicant shall ultimately enhance a minimum of 537.11 acres of wetlands and preserve a minimum of 3,450 acres of wetlands, as identified in the overall project drawings. The applicant shall submit functional assessment analyses (such as, but not limited to, Wetland Rapid Assessment Procedure or Uniform Mitigation Assessment Method) documenting the specific mitigation required (wetland enhancement and/or wetland preservation) to compensate the impacts to wetlands associated with each road construction phase, village development, or village phase development. The permittee will complete the mitigation (wetland enhancement and/or wetland preservation) associated with each road construction phase, village development, or village phase development, prior to any of the following events (whichever occurs first): issuance of first certificate of occupancy or use of the infrastructure for its intended purpose.

10. Within wetland enhancement areas, the permittee shall complete the selective clearing of slash pine (*Pinus elliottii*) such that the density of slash pine within these areas is less than 50 stems/trees per acre.

11. To re-establish surface water flow within wetland enhancement areas, during the removal of slash pine within these areas, the permittee shall excavate cross channels, perpendicular to the bedding rows, and/or flatten sections of the bedding rows such that the

elevations within the flattened areas match the elevations of the furrows between adjacent bedding rows to promote more effective hydrologic flow and restore original topographic conditions.

12. Within 1 year of the commencement of each of the actions to enhance wetlands (Special Condition 10, above), the permittee shall randomly plant an equal mixture of bald cypress (*Taxodium distichum*), blackgum (*Nyssa sylvatica* var. *biflora*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), wax myrtle (*Myrica cerifera*), fetterbush (*Lyonia lucida*), and myrtle-leaved holly (*Ilex myrtifolia*) within the specific wetland enhancement area such that the density of the planted species is a minimum of 100 stems per acre and such that no single species comprises more than 30 percent of the total number of trees/shrub planted. ~~The permittee shall randomly plant the trees/shrubs in the enhancement areas to mimic natural conditions rather than planting on measured centers. The permittee shall plant trees that are specified at 3-gallon size (pursuant to Association of Florida Native Nurseries standards), which are one-half to one-inch caliper and five to six feet in height.~~

~~13. Within wetland enhancement areas, the permittee shall establish a sufficient number of 25-foot-wide belt transects to sample a minimum of 10 percent of the enhancement areas. Monitoring within each of these belt transects shall, at a minimum, identify the number of each species of tree planted, record the percent survival of each species of tree planted, summarize the natural community, estimate the natural establishment of target vegetative species, and quantify the presence of nuisance/exotic vegetation.~~

14. Within each of these belt transects, the permittee shall establish a minimum of 10 randomly placed 1-square-meter sampling plots, staked in the field with fixed referenced points. Monitoring within each of these sampling plots shall identify, at a minimum, the composition of ground cover species, quantify the percent cover of these species, and quantify the presence of nuisance/exotic vegetation.

15. The permittee shall periodically conduct manual maintenance of wetland enhancement areas, as necessary, to remove exotic and/or nuisance vegetation such that exotic and/or nuisance vegetation comprises less than 10 percent coverage of wetland enhancement areas.

16. The permittee shall annually monitor each wetland enhancement area for a minimum of 3 years after the planting of each area and, at a minimum, biannually thereafter until the Corps deems each specific wetland enhancement area successful. Monitoring events shall occur in autumn (September/October). A monitoring report shall be submitted to

the Corps within 30 days of each monitoring event. Each monitoring report shall include, at a minimum, qualitative observations of wildlife utilization of each enhancement area, quantitative records of surface water elevations and/or depth to groundwater within each enhancement area, panoramic photographic documentation from a minimum of 5 fixed reference points within each enhancement area, compilations of belt transect data, compilations of sampling plot data, specific information regarding the incidence of nuisance and/or exotic species, an estimation of the coverage of exotic and/or nuisance vegetation within each enhancement area, the methods by which the permittee controlled or removed nuisance and/or exotic species, and the frequency and dates of such maintenance events.

17. The Corps shall declare wetland enhancement areas successful when all of the following success criteria are documented within each of these areas, respectively:

a. at least 80 percent of the planted tree species have survived and are showing signs of normal annual growth;

b. at least 80 percent cover by appropriate wetland herbaceous species has been obtained;

c. hydrological conditions are shown to be in general conformation with adjacent wetland; and

d. the above criteria have been achieved for a minimum of three consecutive years.

18. Prior to dredging, filling, or clearing of any jurisdictional wetlands, the sale of any lot or parcel, or the use of infrastructure for its intended purpose (whichever occurs first) within each road construction phase, village development, or village phase development, the permittee will have legally sufficient conservation easements prepared to ensure that, at a minimum, the areas identified in the overall project drawings as wetland preservation (a minimum of 3,450 acres) and wetland enhancement (a minimum of 537.11 acres) will remain in their natural state in perpetuity. The conservation easement must encompass a minimum of 3,987.11 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing (hand or mechanical), agricultural activities, planting, or other construction work whatsoever except as authorized by, or required by, this permit.

19. The permittee will prepare the proposed conservation easements, including surveyor's sketches and legal descriptions of the areas in question and furnish the same to the Jacksonville District Office of

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Counsel, c/o the Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

20. Within 30 days of Corps' approval of the proposed easements, the permittee will record the easement or easements in the public records of St. Johns or Duval County, Florida, as determined by the location of the easement or easements. Within 30 days of recordation, a certified copy of the recorded document or documents, plat or plats, and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.

21. The Permittee must show that it has clear title to all of the real property and can legally place it under conservation easement. Along with the submittal of the draft conservation easement or easements, the Permittee shall submit a title insurance commitment for the property that is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement or easements, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.

22. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easements to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.

23. Grantee shall not assign its rights or obligations under the conservation easements except to another organization qualified to hold such interests under the applicable state and federal laws, including §704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign any such conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement or easements must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished to the Corps.

24. The permittee shall provide as-built drawings of the completed work, including any mitigation work required by this permit, and a completed As-Built Certification Form. The drawings and Certification Form are to be submitted within 60 days of the completion of work, including any mitigation work, or at the expiration of the construction authorization of the permit, whichever comes first. The

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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drawings and As-Built Certification Form must be signed and sealed by a professional engineer registered in the State of Florida. A blank As-Built Certification Form is attached. The permittee has the option to submit As-Built drawings for each road construction phase, village development, or village phase development as work within these portions of the overall project is completed.

25. The submitted As-Built Certification Form and drawings shall include the following:

- a. the Department of the Army Permit number on each sheet;
- b. a plan of the overall footprint of the project showing all "earth disturbance", including wetland impacts, water management structures, and any on-site mitigation areas;
- c. a detailed plan view of all enhanced and/or preserved (as appropriate) mitigation areas (showing planting zones) and cross-sections of the mitigation areas (showing elevations corresponding to the plantings and elevations of the inverts of any inflow and/or outflow control structures servicing the mitigation areas);
- d. any stormwater management system that is a part of, or connected to, a wetland enhancement or preservation mitigation project (this information shall include, but not be limited to, the elevation of the inverts of any control structures and drawings depicting any stormwater retentions ponds with the depths and side-slopes of the ponds clearly delineated);
- e. a description of any deviations from the authorized work (In the event that the completed work deviates, in any manner, from the authorized work, the permittee shall describe, on the As-Built Certification Form, the deviations between the work authorized by the permit and the work as constructed. Any deviations shall also be depicted in the as-built drawings. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers and any deviations will be reviewed by the Enforcement Section to determine the need for enforcement action); and,
- f. pre- and post-construction aerial photographs of the project site, if available.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

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Permit Number: SAJ-2003-1267-MRE
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4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is ~~appropriate to use the suspension, modification, and revocation~~ procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

H. J. Skelton
(PERMITTEE)

9/29/05
(DATE)

H. J. SKELTON
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[Signature]
(DISTRICT ENGINEER)
Robert M. Carpenter
Colonel, U.S. Army

9/29/05
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.
ST. JOHNS COUNTY, FLORIDA

(TRANSFEREE-SIGNATURE)

(DATE)

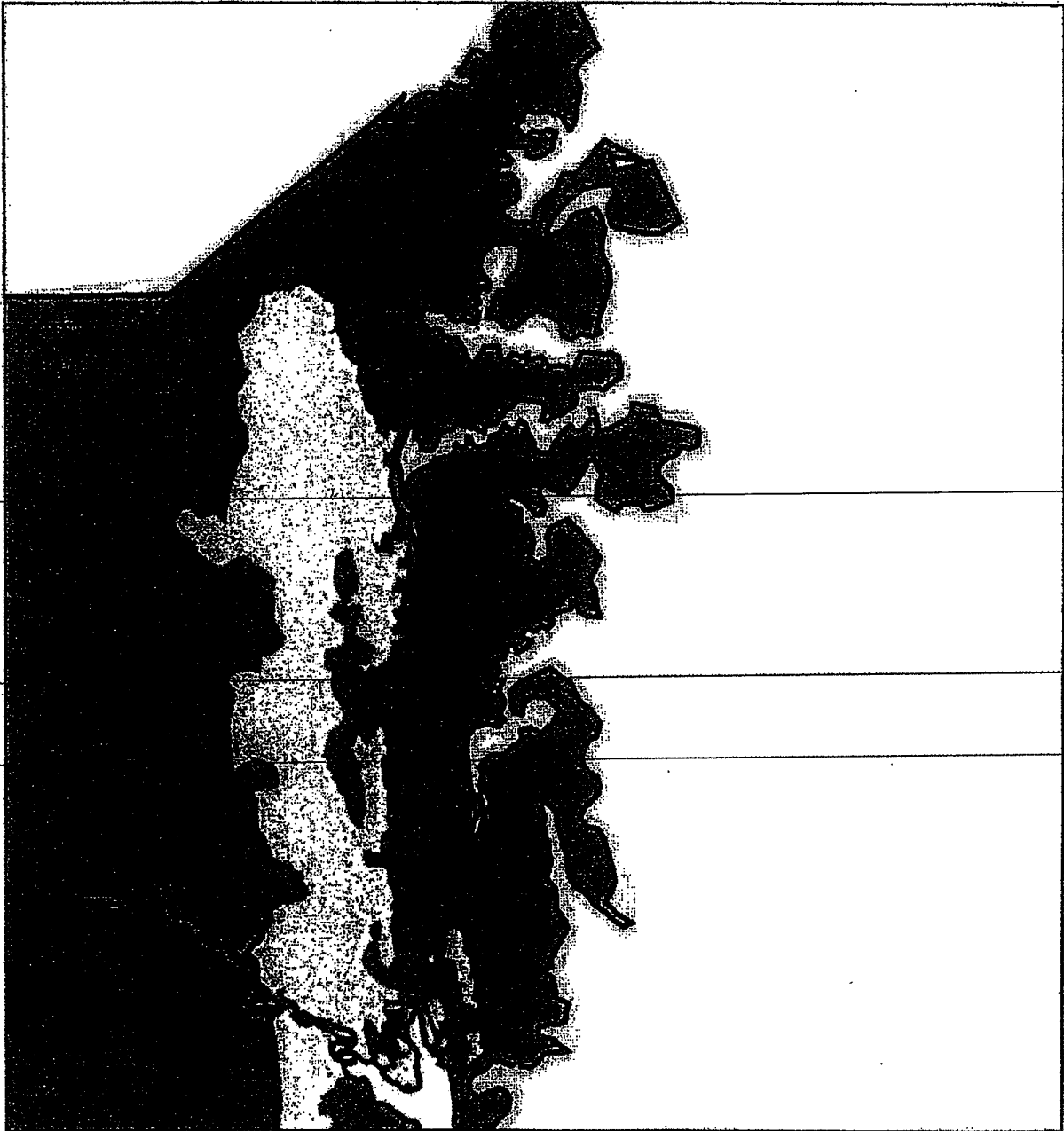
(NAME-PRINTED)

(ADDRESS)

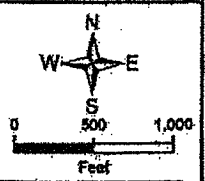
(CITY, STATE, AND ZIP CODE)

This is a partial transfer, related only to the real property described on the attached Exhibit "A" and shown as the Conveyed Parcel on the attached key map.

Conveyed Parcel

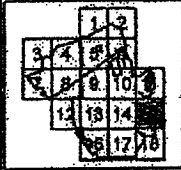


	— Property Boundary	CR.210 Phase 1 Impacts to Contiguous Wetlands	Upland Preservation
	Greenway Boundary	CR.210 Phase 1 Impacts to Isolated Wetlands	Wetland Preservation
	Site Plans	Impacts to Contiguous Wetlands	Drainage Basin
	Road R.O.W.	Impacts to Isolated Wetlands	

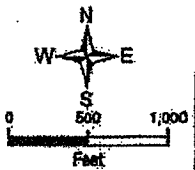


Wetland Impacts:
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 11

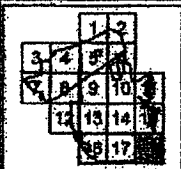
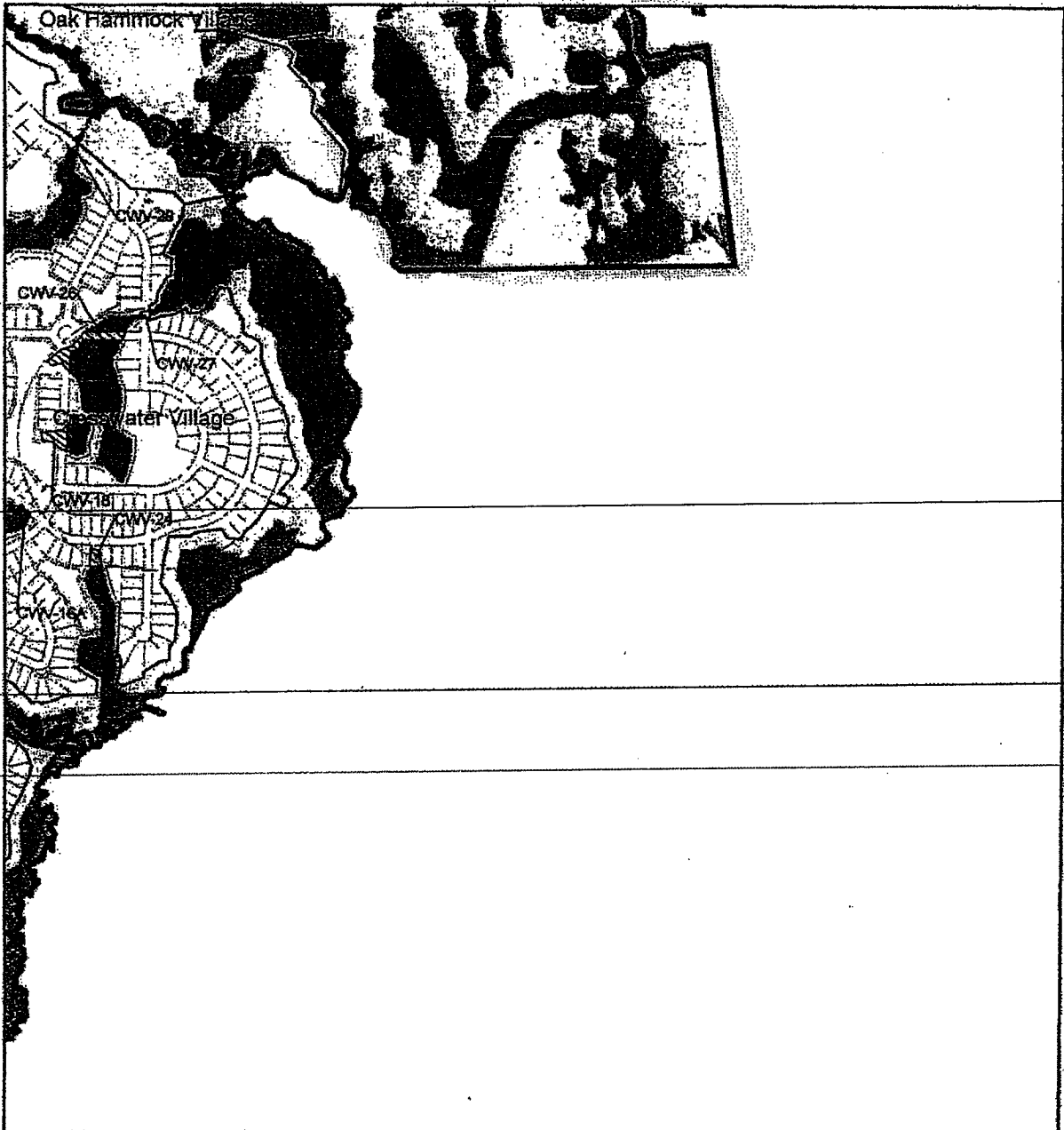


- Property Boundary
- Greenway Boundary
- - - Site Plans
- - - Road R.D.W.
- ▨ CR 210 Phase 1 Impacts to Contiguous Wetlands
- ▨ CR 210 Phase 1 Impacts to Isolated Wetlands
- ▨ Impacts to Contiguous Wetlands
- ▨ Impacts to Isolated Wetlands
- ⬤ Upland Preservation
- ⬤ Wetland Preservation
- Drainage Basin

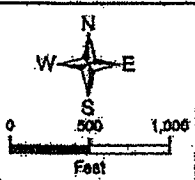


Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 15



- Property Boundary
- Greenway Boundary
- Site Plans
- Road R.O.W.
- ▨ CR 210 Phase 1 Impacts To Contiguous Wetlands
- ▨ CR 210 Phase 1 Impacts to Isolated Wetlands
- ▨ Impacts to Contiguous Wetlands
- ▨ Impacts to Isolated Wetlands
- Upland Preservation
- Wetland Preservation
- Drainage Basin



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
 Date: Sep 21, 2005
 Drawn By: JRN
 Figure: 18

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less; to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	466.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'36"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°28'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'15"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°49'18"E	318.64
L71	S61°18'54"E	174.32
L72	N19°25'44"E	556.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'36"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'55"E	81.68
L79	N04°04'59"W	361.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'42"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.48

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

Exhibit B to Resolution

EXHIBIT "B" TO RESOLUTION

THIS DOCUMENT PREPARED
BY AND RETURN TO:

SPENCER N. CUMMINGS, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202

GRANT OF EASEMENT

[Nocatee Preserve North Access Easement]

SONOC COMPANY, LLC, a Delaware limited liability company (the "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid to Grantor by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32085, hereby grants to Grantee, for the use, enjoyment and benefit of Grantee as the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Benefited Property"), its guests, invitees and licensees, a non-exclusive and perpetual easement and right-of-way, for the purposes herein expressed, over and across that certain parcel of real property (the "Easement Parcel") situated in St. Johns County, Florida, described on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easement and right-of-way hereby granted unto Grantee, as an appurtenance to the Benefited Property, upon and subject to the following terms, conditions and reservations, which terms, conditions and reservations are accepted by Grantee as evidenced by Grantee's acceptance and execution of this Grant of Easement:

1. **Grant of Easement.**

The easement and right-of-way hereby granted shall be and exist for the purpose of providing to Grantee, its guests, invitees and licensees, a way of passage, on or by foot and vehicle, over and across the Easement Parcel for the purposes of providing ingress and egress to and from the Benefited Property. The easement shall not include the right to park upon the Easement Parcel. Grantor shall stabilize and gate a road within the Easement Parcel in accordance with the terms set forth in the development order approved by Grantee pursuant to Resolution No. 2001-30, Special Condition 16(a)(ii). This Grant of Easement is subject to the instruments recorded in Official Records Book 1097, Page 1093, and Official Records Book 1097, Page 1039, St. Johns County, Florida, and all other instruments of record as of the date hereof.

2. **Reserved Rights.**

Grantor reserves unto itself, its successors and assigns, the perpetual rights and privileges of:

A. Use of and access to, over, across and in the Easement Parcel for the purpose of installing, constructing and maintaining additional improvements, equipment and facilities thereon and therein in a manner which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee and for the purpose of inspecting the same;

B. Using, in common with others entitled to the use thereof, and granting, without the joinder or consent of Grantee, to other persons, corporations or other entities, the right to use the Easement Parcel for the purposes and to the extent Grantor may, in its sole discretion, deem appropriate in a manner which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee and for the purpose of inspecting the same; and

C. Using, occupying and granting to others the right to use and occupy:

(i) The surface of, and air space over, the Easement Parcel for any purpose which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee, including, but not limited to, adding additional land to the Easement Parcel; and

(ii) The subsurface of the Easement Parcel for any utility or drainage structure or other use or purpose which does not unreasonably interfere with the non-exclusive rights herein granted to Grantee, including, without limitation, the right of Grantor to construct, install, maintain and operate therein electrical, telephone, cable, waterlines, sewerlines, telecommunication and drainage improvements, related equipment and facilities and the foundation and footings of and/or anchors for subsurface improvements.

3. **Indemnification and Hold Harmless.**

Grantee, by acceptance of this Grant of Easement, hereby agrees to indemnify, defend and hold harmless Grantor, to the extent allowed by the Florida Constitution, for any loss, damage, claim, cost or expense incurred by Grantor, including reasonable attorneys' fees at the trial level or on appeal, arising out of the exercise by Grantee, or its successors, assigns, agents, invitees or designees, of the easement rights herein granted, excluding the negligence of Grantor, or its successors, assigns agents, employees, guests, invitees, licensees and designees, and subject to the statutory limitations of *Florida Statutes §768.28*.

4. **Dedication and Relocation.**

At such time as the Easement Parcel shall be hereafter dedicated to St. Johns County, Florida, or otherwise acquired by the public, the preceding provisions of this Grant of Easement shall be of no further force or effect and the easement granted to Grantee pursuant to the terms hereof shall terminate automatically and be of no further force or effect. Grantee agrees to cooperate in any requested dedication of the Easement Parcel by Grantor and agrees that, within

five (5) days after receiving written request, it will join in any dedication of the Easement Parcel to St. Johns County, Florida, or other governmental body or agency having jurisdiction over dedication of the Easement Parcel. Grantor shall have the sole and absolute right, but not the obligation, at any time, with the consent of St. Johns County, Florida, or the governing body of any municipality or other governmental body or agency then having jurisdiction over dedication of the Easement Parcel, to dedicate to the public all of the Easement Parcel. In addition, Grantor and its successors and assigns shall have the right to redesignate, reconstruct, relocate or close any part of the Easement Parcel or the improvements located therein, at Grantor's cost and expense, without the consent or joinder of the Grantee or any other party, so long as the Grantor provides Grantee with reasonably equivalent easements for the Benefited Property (which shall be to the east of the Davis Park parcel owned by Grantee pursuant to instrument recorded in Official Records Book 1443, page 1680 of the current public records of St. Johns County, Florida), including a point of connection with the easement parcel granted of even date herewith by Cabbage Hammock Company, LLC to Grantee, and Grantor installs reasonably equivalent access improvements therein.

5. Maintenance of Easement Parcel

Grantee shall be solely responsible, at Grantee's sole cost and expense, for maintaining the Easement Parcel, any roadway improvements to the Easement Parcel made by Grantee or by Grantor pursuant to Section 1 above, and any other improvements to the Easement Parcel made by the Grantee (collectively, the "Grantee's Improvements") in good condition and repair. If Grantee fails to maintain the Grantee's Improvements on the Easement Parcel in good condition and repair, Grantor, or its successors in title with respect to the Easement Parcel, shall be entitled to reimbursement from the Grantee of any maintenance costs incurred by Grantor to maintain the Grantee's Improvements on the Easement Parcel, provided Grantor, or its successors in title with respect to the Easement Parcel, provides the Grantee with prior written notice specifying the maintenance deficiency, including a budget setting forth the estimated cost to correct such maintenance deficiency and giving the Grantee seven (7) days written notice to correct such specified maintenance deficiency in a quality manner. At Grantor's option, Grantor may elect to take over the maintenance of all or a portion of the Grantee's Improvements, as evidenced by the Grantor's recording of an election to take over maintenance of all or the specified portion of the Grantee's Improvements in the public records of St. Johns County, Florida.

6. Grantor's Approval of Plans and Specifications.

Prior to commencement of any improvements to the Easement Parcel by Grantee or commencement of any modifications to existing improvements on the Easement Parcel, Grantee agrees to provide to Grantor detailed final plans and specifications for such improvements or modifications to the Easement Parcel and to obtain the consent of Grantor to such plans and specifications. The Grantor shall promptly consider all such plans and specifications and shall not unreasonably withhold its consent and approval to such plans and specifications. The Grantee shall also provide to Grantor copies of final As-Built drawings showing the improvements or modifications to existing improvements constructed by Grantee within the Easement Parcel promptly after the completion of construction or modification of improvements on the Easement Parcel. The As-Builts shall be sufficient to enable the Grantor to know the

nature and location of the improvements on the Easement Parcel. Any improvements which are located underground shall be shown on the As-Builts by showing their elevation by reference to commonly used monumentation, including, but not limited to, mean sea level datum. All installation, construction and modification of improvements on the Easement Parcel shall be done in a good and workmanlike manner consistent with the plans and specifications approved by Grantor. Any roadway improvements constructed by the Grantee upon the Easement Parcel shall be designed and constructed in accordance with the St. Johns County requirements for a dedicated local road.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easement to be executed by their undersigned, duly authorized officers, and their corporate seals have been affixed, hereto as of the _____ day of _____, 2005.

GRANTOR:

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC,
a Delaware Limited Liability Company

(Print Name _____)

By: _____
Harry Francis
Its Vice President

(Print Name _____)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by **Harry Francis**, the Vice President of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

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

[signatures continued on following page]

GRANTEE:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

Signed, sealed and
delivered in the
presence of:

(Print Name _____)

By: _____
Ben Adams
County Manager

(Print Name _____)

Legal form approved:

County Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Ben Adams, County Manager for St. Johns County, Florida, a political subdivision of the State of Florida, on its behalf.

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

EXHIBIT "A"

[BENEFITED PROPERTY]

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'58"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'56"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N87°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°49'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N26°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

[EASEMENT PARCEL]

EXHIBIT "B"



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

Revised October 12, 2005
August 4, 2005
Page 1 of 2

Work Order No. 05-163.00
Nocatee

50' Preserve Access Easement Parcel A (Sonoc)

A 50 foot Preserve Access Easement lying within those lands described and recorded in Official Records Book 1462, Page 667 of the Public Records of St Johns County, over and across existing trail roads lying Easterly of Davis Park.

Portions of Section 55 of the Pedro Miranda Grant, Section 59 of the Travers or Palmes Grant, Section 60 of the Travers, Palmes or Miranda Grant, together with a portion of Section 63 of the Palmes or Miranda Grant, all lying in Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 51 of the Ben Chaires Grant, said Township and Range, thence North $84^{\circ}57'28''$ East, along the Southerly line of said Section 51, a distance of 1041.00 feet to a point lying on the Southerly right of way line of County Road Number 210, also known as Palm Valley Road, a 100 foot right of way as now established; thence Southwesterly, along said Southerly right of way line the following three (3) courses: Course 1, thence South $52^{\circ}47'44''$ West, departing said Southerly line, 553.71 feet to the point of curvature of a curve concave Northwesterly, having a radius of 639.76 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of $26^{\circ}20'48''$, an arc length of 294.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $65^{\circ}58'07''$ West, 291.60 feet; Course 3, thence South $79^{\circ}08'31''$ West, 619.50 feet to the Northeasterly corner of those lands described and recorded in the Official Records Book 1443, page 1687 of said public records; thence Southeasterly, along the Easterly line of said lands, the following nine (9) courses; Course 1, thence South $15^{\circ}45'16''$ East, departing said Southerly right of way line, 80.00 feet to the point of curvature of a curve concave ~~Northeasterly, having a radius of 120.64 feet; Course 2, thence Southeasterly, along the arc of said curve, through a central angle of $23^{\circ}32'46''$, an arc length of 49.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}31'39''$ East, 49.23 feet; Course 3, thence South $39^{\circ}18'02''$ East, 131.44 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2112.67 feet; Course 4, thence Southeasterly, along the arc of said curve, through a central angle of $07^{\circ}11'44''$, an arc length of 265.32 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $42^{\circ}53'54''$ East, 265.15 feet; Course 5, thence Southeasterly along the arc of a curve concave Southwesterly, having a radius of 1286.38 feet, through a central angle of $12^{\circ}00'42''$, an arc length of 269.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}29'25''$ East, 269.19 feet; Course 6, thence South $34^{\circ}29'04''$ East, 199.08 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1531.89 feet; Course 7, thence Southeasterly, along the arc of said curve, through a central angle of $07^{\circ}06'46''$, an arc length of 190.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $38^{\circ}02'27''$ East, 190.05 feet; Course 8, thence South $41^{\circ}35'50''$ East, 152.52 feet to the point of curvature of a curve concave Southwesterly, having a radius of 77.55 feet; Course 9, thence Southeasterly, along the arc of said curve, through a central angle of $26^{\circ}15'08''$, an~~

EXHIBIT "B"

Revised October 12, 2005
August 1, 2005
Page 2 of 2

Work Order No. 05-163.00
Nocatee

50' Preserve Access Easement Parcel A (Sonoc)
(continued)

arc length of 35.53 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 28°28'16" East, 35.22 feet.

From said Point of Beginning, thence South 45°44'06" East, departing said Easterly line of Official Records Book 1443, page 1687, a distance of 86.83 feet; thence South 37°15'53" East, 200.42 feet; thence South 37°39'37" East, 299.09 feet; thence South 40°04'28" East, 116.79 feet; thence South 53°52'32" East, 97.40 feet; thence South 60°44'28" East, 65.55 feet; thence South 74°10'35" East, 66.90 feet; thence South 49°41'01" East, 75.11 feet; thence South 25°23'57" East, 66.13 feet; thence South 23°42'29" East, 80.36 feet; thence South 06°42'53" East, 71.17 feet; thence South 12°04'10" West, 224.25 feet; thence South 06°57'04" West, 57.82 feet; thence South 03°11'05" East, 63.37 feet; thence South 08°07'53" East, 62.67 feet; thence South 15°34'18" East, 187.51 feet; thence South 02°46'20" East, 108.31 feet; thence South 13°07'08" West, 220.37 feet; thence South 15°55'57" East, 130.25 feet; thence South 04°32'18" West, 246.29 feet; thence South 15°56'13" East, 344.53 feet; thence South 32°20'07" East, 195.34 feet; thence South 34°03'34" East, 370.56 feet; thence South 17°20'35" East, 217.31 feet; thence South 20°56'20" East, 192.12 feet; thence South 13°47'22" East, 96.06 feet; thence South 23°55'59" East, 155.63 feet; thence South 16°03'20" East, 173.52 feet; thence South 08°46'18" East, 122.40 feet; thence South 16°02'25" East, 201.73 feet; thence South 19°32'50" East, 126.40 feet; thence South 10°56'25" East, 168.62 feet; thence North 89°16'46" East, 96.16 feet; thence South 79°37'38" East, 523.24 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 1462, page 685 of said public records; thence South 08°42'31" East, along said Westerly line, 52.91 feet; thence North 79°37'38" West, departing said Westerly line, 535.68 feet; thence South 89°16'46" West, 133.10 feet; thence North 10°56'25" West, 206.65 feet; thence North 19°32'50" West, 124.17 feet; thence North 16°02'25" West, 206.44 feet; thence North 08°46'18" West, 122.40 feet; thence North 16°03'20" West, 166.90 feet; thence North 23°55'59" West, 156.62 feet; thence North 13°47'22" West, 97.38 feet; thence North 20°56'20" West, 190.57 feet; thence North 17°20'35" West, 211.53 feet; thence North 34°03'34" West, 363.97 feet; thence North 32°20'07" West, 203.30 feet; thence ~~North 15°56'13" West, 360.77 feet; thence North 04°32'18" East, 246.29 feet; thence North 15°55'57" West, 134.18 feet; thence North 13°07'08" East, 226.35 feet; thence North 02°46'20" West, 95.72 feet; thence North 15°34'18" West, 185.15 feet; thence North 08°07'53" West, 68.08 feet; thence North 03°11'05" West, 69.97 feet; thence North 06°57'04" East, 64.49 feet; thence North 12°04'10" East, 218.21 feet; thence North 06°42'53" West, 55.43 feet; thence North 23°42'29" West, 72.16 feet; thence North 25°23'57" West, 54.64 feet; thence North 49°41'01" West, 53.50 feet; thence North 74°10'35" West, 61.94 feet; thence North 60°44'28" West, 74.44 feet; thence North 53°52'32" West, 106.46 feet; thence North 40°04'28" West, 123.90 feet; thence North 37°39'37" West, 300.32 feet; thence North 37°15'53" West, 196.89 feet; thence North 45°44'06" West, 46.59 feet to a point lying on said Easterly line of those lands of Official Records Book 1443, page 1687; thence North 28°59'50" East, along said Easterly line, 3.66 feet to the point of curvature of a curve concave Northwesterly, having a radius of 77.55 feet; thence Northeasterly, continuing along said Easterly line and along the arc of said curve, through a central angle of 44°20'32", an arc length 60.02 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 06°49'34" East, 58.53 feet.~~

EXHIBIT "B"



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
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October 12, 2005
Page 1 of 2

Work Order No. 05-163.00
Nocatee

**Preserve Access Easement
Parcel C (Sonoc)**

A Preserve Access Easement lying within those lands described and recorded in Official Records Book 1462, Page 667 of the Public Records of St Johns County, over and across existing trail roads lying Easterly of Davis Park.

A portion of Section 65 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 51 of the Ben Chaires Grant, Township 4 South, Range 29 East, thence North $84^{\circ}57'28''$ East, along the Southerly line of said Section 51, a distance of 1041.00 feet to a point lying on the Southerly right of way line of County Road Number 210, also known as Palm Valley Road, a 100 foot right of way as now established; thence Southwesterly, along said Southerly right of way line the following three (3) courses: Course 1, thence South $52^{\circ}47'44''$ West, departing said Southerly line, 553.71 feet to the point of curvature of a curve concave Northwesterly, having a radius of 639.76 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of $26^{\circ}20'48''$, an arc length of 294.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $65^{\circ}58'07''$ West, 291.60 feet; Course 3, thence South $79^{\circ}08'31''$ West, 619.50 feet to the Northeasterly corner of those lands described and recorded in the Official Records Book 1443, page 1687 of said public records; thence Southeasterly, along the Easterly line of said lands, the following nine (9) courses; Course 1, thence South $15^{\circ}45'16''$ East, departing said Southerly right of way line, 80.00 feet to the point of curvature of a curve concave Northeasterly, having a radius of 120.64 feet; Course 2, thence Southeasterly, along the arc of said curve, through a central angle of $23^{\circ}32'46''$, an arc length of 49.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}31'39''$ East, 49.23 feet; Course 3, thence South $39^{\circ}18'02''$ East, 131.44 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2112.67 feet; Course 4, thence Southeasterly, along the arc of said curve, through a central angle of $07^{\circ}11'44''$, an arc length of 265.32 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $42^{\circ}53'54''$ East, 265.15 feet; Course 5, thence Southeasterly along the arc of a curve concave Southwesterly, having a radius of 1286.38 feet, through a central angle of $12^{\circ}00'42''$, an arc length of 269.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}29'25''$ East, 269.19 feet; Course 6, thence South $34^{\circ}29'04''$ East, 199.08 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1531.89 feet; Course 7, thence Southeasterly, along the arc of said curve through a central angle of $07^{\circ}06'46''$, an arc length of 190.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $38^{\circ}02'27''$ East, 190.05 feet; Course 8, thence South $41^{\circ}35'50''$ East, 152.52 feet to the point of curvature of a curve concave Southwesterly, having a radius of 77.55 feet; Course 9, thence Southeasterly, along the arc of said curve, through a central angle of $26^{\circ}15'08''$, an

EXHIBIT "B"

October 12, 2005
Page 2 of 2

Work Order No. 05-163.00
Nocatee

**Preserve Access Easement
Parcel C (Sonoc) (continued)**

arc length of 35.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 28°28'16" East, 35.22 feet; thence South 45°44'06" East, departing said Easterly line of Official Records Book 1443, page 1687, a distance of 86.83 feet; thence South 37°15'53" East, 200.42 feet; thence South 37°39'37" East, 299.09 feet; thence South 40°04'28" East, 116.79 feet; thence South 53°52'32" East, 97.40 feet; thence South 60°44'28" East, 65.55 feet; thence South 74°10'35" East, 66.90 feet; thence South 49°41'01" East, 75.11 feet; thence South 25°23'57" East, 66.13 feet; thence South 23°42'29" East, 80.36 feet; thence South 06°42'53" East, 71.17 feet; thence South 12°04'10" West, 224.25 feet; thence South 06°57'04" West, 57.82 feet; thence South 03°11'05" East, 63.37 feet; thence South 08°07'53" East, 62.67 feet; thence South 15°34'18" East, 187.51 feet; thence South 02°46'20" East, 108.31 feet; thence South 13°07'08" West, 22.37 feet; thence South 15°55'57" East, 130.25 feet; thence South 04°32'18" West, 246.29 feet; thence South 15°56'13" East, 344.53 feet; thence South 32°20'07" East, 195.34 feet; thence South 34°03'34" East, 370.56 feet; thence South 17°20'35" East, 217.31 feet; thence South 20°56'20" East, 192.12 feet; thence South 13°47'22" East, 96.06 feet; thence South 23°55'59" East, 156.63 feet; thence South 16°03'20" East, 173.52 feet; thence South 08°46'18" East, 122.40 feet; thence South 16°02'25" East, 201.73 feet; thence South 19°32'50" East, 126.40 feet; thence South 10°56'25" East, 168.62 feet; thence North 89°16'46" East, 96.16 feet; thence South 79°37'38" East, 523.24 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 1462, page 685 of said public records; thence continue South 79°37'38" East, departing said Westerly line, 17.42 feet; thence South 79°20'47" East, 135.09 feet; thence South 68°38'45" East, 180.36 feet; thence South 59°33'02" East, 199.46 feet; thence South 29°49'40" East, 158.44 feet; thence South 26°28'07" East, 159.91 feet; thence South 46°58'06" East, 86.32 feet; thence South 59°28'12" East, 53.79 feet; thence South 83°37'01" East, 88.47 feet; thence South 83°01'26" East, 135.86 feet; thence South 89°45'16" East, 165.06 feet; thence South 71°49'25" East, 119.85 feet; thence South 55°28'26" East, 466.14 feet; thence South 61°14'25" East, 486.31 feet to a point lying on a Northerly line of said lands of Official Records Book 1462, page 667; thence South 49°45'40" West, along said Northerly line, 24.02 feet to a point lying on the dividing line between Township 4 South and Township 5 South, both lying in Range 29 East and the Point of Beginning.

From said Point of Beginning, continue South 49°45'40" West, departing said dividing line, 29.54 feet; thence North 61°14'25" West, 38.58 feet to a point lying on said dividing line between Township 4 South and Township 5 South, both lying in Range 29 East; thence North 89°28'18" East, along said Northerly line and along said dividing line, 56.37 feet to the Point of Beginning.

EXHIBIT "C" TO RESOLUTION

THIS DOCUMENT PREPARED
BY AND RETURN TO:

SPENCER N. CUMMINGS, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202

GRANT OF EASEMENT

[Nocatee Preserve North Access Easement]

CABBAGE HAMMOCK COMPANY, LLC, a Delaware limited liability company (the "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid to Grantor by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32085, hereby grants to Grantee, for the use, enjoyment and benefit of Grantee as the owner of the real property described on **Exhibit "A"** attached hereto and made a part hereof (the "Benefited Property"), its guests, invitees and licensees, a non-exclusive and perpetual easement and right-of-way, for the purposes herein expressed, over and across that certain parcel of real property (the "Easement Parcel") situated in St. Johns County, Florida, described on **Exhibit "B"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easement and right-of-way hereby granted unto Grantee, as an appurtenance to the Benefited Property, upon and subject to the following terms, conditions and reservations, which terms, conditions and reservations are accepted by Grantee as evidenced by Grantee's acceptance and execution of this Grant of Easement:

1. **Grant of Easement.**

The easement and right-of-way hereby granted shall be and exist for the purpose of providing to Grantee, its guests, invitees and licensees, a way of passage, on or by foot and vehicle, over and across the Easement Parcel for the purposes of providing ingress and egress to and from the Benefited Property. The easement shall not include the right to park upon the Easement Parcel. Grantor shall stabilize and gate a road within the Easement Parcel in accordance with the terms set forth in the development order approved by Grantee pursuant to Resolution No. 2001-30, Special Condition 16(a)(ii). This Grant of Easement is subject to all instruments of record as of the date hereof.

2. **Reserved Rights.**

Grantor reserves unto itself, its successors and assigns, the perpetual rights and privileges of:

A. Use of and access to, over, across and in the Easement Parcel for the purpose of installing, constructing and maintaining additional improvements, equipment and facilities thereon and therein in a manner which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee and for the purpose of inspecting the same;

B. Using, in common with others entitled to the use thereof, and granting, without the joinder or consent of Grantee, to other persons, corporations or other entities, the right to use the Easement Parcel for the purposes and to the extent Grantor may, in its sole discretion, deem appropriate in a manner which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee and for the purpose of inspecting the same; and

C. Using, occupying and granting to others the right to use and occupy:

(i) The surface of, and air space over, the Easement Parcel for any purpose which does not unreasonably interfere with the non-exclusive and perpetual rights herein granted to Grantee, including, but not limited to, adding additional land to the Easement Parcel; and

(ii) The subsurface of the Easement Parcel for any utility or drainage structure or other use or purpose which does not unreasonably interfere with the non-exclusive rights herein granted to Grantee, including, without limitation, the right of Grantor to construct, install, maintain and operate therein electrical, telephone, cable, waterlines, sewerlines, telecommunication and drainage improvements, related equipment and facilities and the foundation and footings of and/or anchors for subsurface improvements.

3. **Indemnification and Hold Harmless.**

Grantee, by acceptance of this Grant of Easement, hereby agrees to indemnify, defend and hold harmless Grantor, to the extent allowed by the Florida Constitution, for any loss, damage, claim, cost or expense incurred by Grantor, including reasonable attorneys' fees at the trial level or on appeal, arising out of the exercise by Grantee, or its successors, assigns, agents, invitees or designees, of the easement rights herein granted, excluding the negligence of Grantor, or its successors, assigns agents, employees, guests, invitees, licensees and designees, and subject to the statutory limitations of *Florida Statutes §768.28*.

4. **Dedication and Relocation.**

At such time as the Easement Parcel shall be hereafter dedicated to St. Johns County, Florida, or otherwise acquired by the public, the preceding provisions of this Grant of Easement shall be of no further force or effect and the easement granted to Grantee pursuant to the terms hereof shall terminate automatically and be of no further force or effect. Grantee agrees to cooperate in any requested dedication of the Easement Parcel by Grantor and agrees that, within five (5) days after receiving written request, it will join in any dedication of the Easement Parcel

to St. Johns County, Florida, or other governmental body or agency having jurisdiction over dedication of the Easement Parcel. Grantor shall have the sole and absolute right, but not the obligation, at any time, with the consent of St. Johns County, Florida, or the governing body of any municipality or other governmental body or agency then having jurisdiction over dedication of the Easement Parcel, to dedicate to the public all of the Easement Parcel. In addition, Grantor and its successors and assigns shall have the right to redesignate, reconstruct, relocate or close any part of the Easement Parcel or the improvements located therein, at Grantor's cost and expense, without the consent or joinder of the Grantee or any other party, so long as the Grantor provides Grantee with reasonably equivalent easements for the Benefited Property (which shall be to the east of the Davis Park parcel owned by Grantee pursuant to instrument recorded in Official Records Book 1443, page 1680 of the current public records of St. Johns County, Florida), including a point of connection with the easement parcel granted of even date herewith by SONOC Company, LLC to Grantee, and Grantor installs reasonably equivalent access improvements therein.

5. **Maintenance of Easement Parcel**

Grantee shall be solely responsible, at Grantee's sole cost and expense, for maintaining the Easement Parcel, any roadway improvements to the Easement Parcel made by Grantee or by Grantor pursuant to Section 1 above, and any other improvements to the Easement Parcel made by the Grantee (collectively, the "Grantee's Improvements") in good condition and repair. If Grantee fails to maintain the Grantee's Improvements on the Easement Parcel in good condition and repair, Grantor, or its successors in title with respect to the Easement Parcel, shall be entitled to reimbursement from the Grantee of any maintenance costs incurred by Grantor to maintain the Grantee's Improvements on the Easement Parcel, provided Grantor, or its successors in title with respect to the Easement Parcel, provides the Grantee with prior written notice specifying the maintenance deficiency, including a budget setting forth the estimated cost to correct such maintenance deficiency and giving the Grantee seven (7) days written notice to correct such specified maintenance deficiency in a quality manner. At Grantor's option, Grantor may elect to take over the maintenance of all or a portion of the Grantee's Improvements, as evidenced by the Grantor's recording of an election to take over maintenance of all or the specified portion of the Grantee's Improvements in the public records of St. Johns County, Florida.

6. **Grantor's Approval of Plans and Specifications:**

Prior to commencement of any improvements to the Easement Parcel by Grantee or commencement of any modifications to existing improvements on the Easement Parcel, Grantee agrees to provide to Grantor detailed final plans and specifications for such improvements or modifications to the Easement Parcel and to obtain the consent of Grantor to such plans and specifications. The Grantor shall promptly consider all such plans and specifications and shall not unreasonably withhold its consent and approval to such plans and specifications. The Grantee shall also provide to Grantor copies of final As-Built drawings showing the improvements or modifications to existing improvements constructed by Grantee within the Easement Parcel promptly after the completion of construction or modification of improvements on the Easement Parcel. The As-Builts shall be sufficient to enable the Grantor to know the nature and location of the improvements on the Easement Parcel. Any improvements which are

located underground shall be shown on the As-Builts by showing their elevation by reference to commonly used monumentation, including, but not limited to, mean sea level datum. All installation, construction and modification of improvements on the Easement Parcel shall be done in a good and workmanlike manner consistent with the plans and specifications approved by Grantor. Any roadway improvements constructed by the Grantee upon the Easement Parcel shall be designed and constructed in accordance with the St. Johns County requirements for a dedicated local road.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easement to be executed by their undersigned, duly authorized officers, and their corporate seals have been affixed, hereto as of the _____ day of _____, 2005.

GRANTOR:

Signed, sealed and delivered in the presence of:

CABBAGE HAMMOCK COMPANY, LLC,
a Delaware Limited Liability Company

(Print Name _____)

By: _____
Harry Francis
Its Vice President

(Print Name _____)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by **Harry Francis**, the Vice President of **CABBAGE HAMMOCK COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

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

[signatures continued on following page]

GRANTEE:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

Signed, sealed and
delivered in the
presence of:

(Print Name _____)

By: _____
Ben Adams
County Manager

(Print Name _____)

Legal form approved:

County Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Ben Adams, County Manager for St. Johns County, Florida, a political subdivision of the State of Florida, on its behalf.

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

EXHIBIT "A"

[BENEFITED PROPERTY]

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	126.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°28'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°49'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°32'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°43'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

[EASEMENT PARCEL]

EXHIBIT "B"



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

Revised October 12, 2005
August 4, 2005
Page 1 of 2

Work Order No. 05-163.00
Nocatee

**50' Preserve Access Easement
Parcel B (Cabbage Hammock)**

A 50 foot Preserve Access Easement lying within those lands described and recorded in Official Records Book 1462, Page 685 of the Public Records of St Johns County, over and across existing trail roads lying Easterly of Davis Park.

A portion of Section 57 of the William Travers Grant, together with a portion of Section 59 of the Travers or Palmes Grant, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 685 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 51 of the Ben Chaires Grant, said Township and Range, thence North $84^{\circ}57'28''$ East, along the Southerly line of said Section 51, a distance of 1041.00 feet to a point lying on the Southerly right of way line of County Road Number 210, also known as Palm Valley Road, a 100 foot right of way as now established; thence Southwesterly, along said Southerly right of way line the following three (3) courses: Course 1, thence South $52^{\circ}47'44''$ West, departing said Southerly line, 553.71 feet to the point of curvature of a curve concave Northwesterly, having a radius of 639.76 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of $26^{\circ}20'48''$, an arc length of 294.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $65^{\circ}58'07''$ West, 291.60 feet; Course 3, thence South $79^{\circ}08'31''$ West, 619.50 feet to the Northeasterly corner of those lands described and recorded in the Official Records Book 1443, page 1687 of said public records; thence Southeasterly, along the Easterly line of said lands, the following nine (9) courses; Course 1, thence South $15^{\circ}45'16''$ East, departing said Southerly right of way line, 80.00 feet to the point of curvature of a curve concave Northeasterly, having a radius of 120.64 feet; Course 2, thence Southeasterly, along the arc of said curve, through a central angle of $23^{\circ}32'46''$, an arc length of 49.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}31'39''$ East, 49.23 feet; Course 3, thence South $39^{\circ}18'02''$ East, 131.44 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2112.67 feet; Course 4, thence Southeasterly, along the arc of said curve, through a central angle of $07^{\circ}11'44''$, an arc length of 265.32 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $42^{\circ}53'54''$ East, 265.15 feet; Course 5, thence Southeasterly along the arc of a curve concave Southwesterly, having a radius of 1286.38 feet, through a central angle of $12^{\circ}00'42''$, an arc length of 269.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}29'25''$ East, 269.19 feet; Course 6, thence South $34^{\circ}29'04''$ East, 199.08 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1531.89 feet; Course 7, thence Southeasterly, along the arc of said curve through a central angle of $07^{\circ}06'46''$, an arc length of 190.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $38^{\circ}02'27''$ East, 190.05 feet; Course 8, thence South $41^{\circ}35'50''$ East, 152.52 feet to the point of curvature of a curve concave Southwesterly, having a radius of 77.55 feet; Course 9, thence Southeasterly, along the arc of said curve, through a central angle of $26^{\circ}15'08''$, an

EXHIBIT "B"

Revised October 12, 2005
August 1, 2005
Page 2 of 2

Work Order No. 05-163.00
Nocatee

**50' Preserve Access Easement
Parcel B (Cabbage Hammock) (continued)**

arc length of 35.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 28°28'16" East, 35.22 feet; thence South 45°44'06" East, departing said Easterly line of Official Records Book 1443, page 1687, a distance of 86.83 feet; thence South 37°15'53" East, 200.42 feet; thence South 37°39'37" East, 299.09 feet; thence South 40°04'28" East, 116.79 feet; thence South 53°52'32" East, 97.40 feet; thence South 60°44'28" East, 65.55 feet; thence South 74°10'35" East, 66.90 feet; thence South 49°41'01" East, 75.11 feet; thence South 25°23'57" East, 66.13 feet; thence South 23°42'29" East, 80.36 feet; thence South 06°42'53" East, 71.17 feet; thence South 12°04'10" West, 224.25 feet; thence South 06°57'04" West, 57.82 feet; thence South 03°11'05" East, 63.37 feet; thence South 08°07'53" East, 62.67 feet; thence South 15°34'18" East, 187.51 feet; thence South 02°46'20" East, 108.31 feet; thence South 13°07'08" West, 22.37 feet; thence South 15°55'57" East, 130.25 feet; thence South 04°32'18" West, 246.29 feet; thence South 15°56'13" East, 344.53 feet; thence South 32°20'07" East, 195.34 feet; thence South 34°03'34" East, 370.56 feet; thence South 17°20'35" East, 217.31 feet; thence South 20°56'20" East, 192.12 feet; thence South 13°47'22" East, 96.06 feet; thence South 23°55'59" East, 156.63 feet; thence South 16°03'20" East, 173.52 feet; thence South 08°46'18" East, 122.40 feet; thence South 16°02'25" East, 201.73 feet; thence South 19°32'50" East, 126.40 feet; thence South 10°56'25" East, 168.62 feet; thence North 89°16'46" East, 96.16 feet; thence South 79°37'38" East, 523.24 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 1462, page 667 of said public records, said point also being the Point of Beginning.

From said Point of Beginning, thence continue South 79°37'38" East, 17.42 feet; thence South 79°20'47" East, 135.09 feet; thence South 68°38'45" East, 180.36 feet; thence South 59°33'02" East, 199.46 feet; thence South 29°49'40" East, 158.44 feet; thence South 26°28'07" East, 159.91 feet; thence South 46°58'06" East, 86.32 feet; thence South 59°28'12" East, 53.79 feet; thence South 83°37'01" East, 88.47 feet; thence South 83°01'26" East, 135.86 feet; thence South 89°45'16" East, 165.06 feet; thence South 71°49'25" East, 119.85 feet; thence South 55°28'26" East, 466.14 feet; thence South 61°14'25" East, 486.31 feet to a point lying on a Northerly line of said lands of Official Records Book 1462, page 667; thence South 49°45'40" West, along said Northerly line, 24.02 feet to a point lying on the dividing line between Township 4 South and Township 5 South, both lying in Range 29 East; thence South 89°28'18" West, continuing along said Northerly line and along said dividing line, 56.37 feet; thence North 61°14'25" West, departing last said line, 431.06 feet; thence North 55°28'26" West, 461.48 feet; thence North 71°49'25" West, 104.78 feet; thence North 89°45'16" West, 160.11 feet; thence North 83°01'26" West, 138.54 feet; thence North 83°37'01" West, 98.91 feet; thence North 59°28'12" West, 69.96 feet; thence North 46°58'06" West, 100.83 feet; thence North 26°28'07" West, 167.49 feet; thence North 29°49'40" West, 143.71 feet; thence North 59°33'02" West, 182.21 feet; thence North 68°38'45" West, 171.71 feet; thence North 79°20'47" West, 130.29 feet to a point lying on said Easterly line of those lands of Official Records Book 1462, page 667; thence North 08°42'31" West, along said Easterly line, 52.91 feet to the Point of Beginning.

EXHIBIT "D" TO RESOLUTION

THIS DOCUMENT PREPARED BY:

PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202

RETURN RECORDED ORIGINAL TO:

OFFICE OF GENERAL COUNSEL
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P. O. BOX 1429
PALATKA, FLORIDA 32178-1429

**CONSERVATION EASEMENT FOR
THE NOCATEE PRESERVE**

THIS CONSERVATION EASEMENT is made as of the _____ day of _____, 2005, by **SONOC COMPANY, LLC**, a Delaware limited liability company, having an address at 4310 Pablo Oaks Court, Jacksonville, Florida 32224-9631, ("Grantor") in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantor grants this Conservation Easement over the Property as a condition of Permit No. 4-031-87432-2 issued by Grantee (the "District Permit"), and of Permit No. SAJ-2003-1267-MRE (the "ACOE Permit") issued by the U.S. Army Corps of Engineers (the "Corps") (collectively, the "Permits"), solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

WHEREAS, the District Permit, the ACOE Permit and Conceptual Permit No. 4-031-87432-1 issued by the Grantee, including the Preserve Management Plan and associated tables and maps as contained in the Grantee's files, are collectively referred to herein as the "Permits".

WHEREAS, the Property is intended to be conveyed to St. Johns County or otherwise in accordance with the Nocatee DRI Development Order for preservation, environmental education, and passive recreation purposes; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property, of the nature and character and to the extent hereinafter

set forth (the "Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

a. Purpose. The purpose of this Conservation Easement is to assure that, allowing for activities described in Section c. below, the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property. The parties hereto intend for portions of the Property to be used by the public for environmental education and passive recreation purposes. Therefore, activities and uses shall be allowed on the Property that are consistent with the conditions of the Permits. As used herein, the term "Administrative Personnel" shall mean the staff that manages the Property, including park rangers, foresters, security personnel, maintenance staff, office administrative staff, and other park employees and agents.

b. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as otherwise provided in Section c. below:

(i) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing or destroying trees, shrubs or other vegetation.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

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

(ix) Construction of playgrounds, ball fields, sport courts, swimming pools, or athletic facilities.

(x) Possession of weapons, except for possession by Administrative Personnel or law enforcement officers, and possession of hunting weapons necessary to control wildlife disease and overpopulation.

(xi) Possession of alcohol on the Property.

(xii) Launching of motorized vessels from the Property, except by Administrative Personnel, law enforcement officers or fire/rescue personnel, and except vessels with electric trolling motors only.

(xiii) Riding of horses on the Property, except: (i) as permitted on equestrian trails; or (ii) by Administrative Personnel, law enforcement officers or fire/rescue personnel.

(xiv) Use of all-terrain vehicles, off-road vehicles, or other motorized vehicles not licensed for Florida highway use, except for such vehicles used by Administrative Personnel, law enforcement officers, fire/rescue personnel, mobility-impaired persons, or used for authorized silvicultural activities or other construction and management of the Property that is allowed in the Permits.

(xv) Other than the use of the improvements described in Section c(ii), (iii) and (iv), no recreational activities shall occur on the Property.

c. Reserved Rights and Allowed Uses. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In addition, the following activities and uses shall specifically be allowed:

(i) Authorized Silviculture and Upland Habitat Management. Silvicultural and upland habitat management activities shall be permitted in upland areas that are allowed in the Permits. In wetlands, silvicultural and habitat management activities shall be prohibited unless specifically authorized by the Permits.

(ii) Trailheads, Trailhead Access and Associated Infrastructure. Trailheads, trailhead access and associated infrastructure may be constructed and maintained that are allowed in the Permits. The maintenance of roads shall be limited to (a) the removal of dead vegetation; (b) necessary pruning or removal of hazardous trees and plants; (c) the application of permeable materials necessary to correct or impede erosion (e.g. sand, gravel, crushed stone); (d) the replacement of culverts; (e) grading; (f) repairing or resurfacing legally existing paved roads; and (g) maintenance of upland road side ditches. Other than the maintenance activities described in the preceding sentence, a District permit must be issued for such activities prior to construction of the trailheads, trailhead access or associated infrastructure.

(iii) Park Buildings and Improvements. Park buildings, facilities, and improvements may be constructed (for use by the public and for maintenance and administrative

purposes) that are allowed in the Permits. A District permit must be issued for such improvements prior to their construction.

(iv) Trails and Paths; Boardwalks; Marsh Overlooks and Trail Improvements. Trails, pathways, boardwalks, marsh overlooks, and associated improvements may be constructed within the Property that are allowed in the Permits. A District permit must be issued for such activities prior to construction of any trails, paths, boardwalks, marsh overlooks or associated trail improvements.

(v) Wetland Creation, Restoration, and Enhancement. Activities associated with the creation, restoration, and enhancement of wetlands shall be permitted within the Property that are allowed in the Permits. Access of the Property by earth-moving equipment shall be allowed in conjunction with wetland creation, restoration and enhancement, but only if specifically authorized in the Permits.

(vi) Archeological Excavation. Excavation and study of historical and archeological resources within the Property that is allowed in the Permits shall be allowed.

(vii) Utility Crossings. Utilities that are consistent with the Permits shall be permitted to cross the Property. Utility crossings may include electrical transmission lines (including overhead lines), communications cables (including overhead lines), water and sewer pipes (including reuse lines), and stormwater outfalls. Normal maintenance associated with such utilities is also permitted on the Property as specified in the Permits.

(viii) Fire Management. Prescribed burns and management techniques performed for the purpose of habitat restoration or wildfire prevention are allowed, provided that such activities are allowed in the Permits.

(ix) Other Uses Consistent with Permits. All other uses that are allowed in the Permits shall be permitted on the Property. In the event of any inconsistency between the uses authorized by the District Permit and those authorized by the Corps, only those uses allowed by the District Permit shall be authorized on the Property.

d. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and the Corps:

(i) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

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

e. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, subject to Section 768.28, Florida Statutes, except for such damage or injury which shall arise in whole or in part from the negligent or intentional actions of Grantee or its agents.

f. Grantee's Discretion. Grantee and the Corps may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee and the Corps do not exercise their rights under this Conservation Easement, the Corps' and/or Grantee's forbearance shall not be construed to be a waiver by Grantee and/or the Corps of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor and/or the Corps shall impair such right or remedy or be construed as a waiver. Grantee and the Corps shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The Corps shall be notified in writing of any assignment of this Conservation Easement to a new Grantee or of any amendment to this Conservation Easement.

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

h. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or documentary stamp taxes necessary to record this Conservation Easement in the public records.

i. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The covenants, terms, conditions, and restrictions of the Conservation Easement include those terms, conditions, and restrictions contained in the Management Plan which is contained in the District files, and approved as a condition of the District Permit.

j. Amendment. This conservation easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of Section 704.06, Florida Statutes (2005) and the purpose of this easement.

k. Conveyance to County. Grantor and Grantee acknowledge that Grantor intends to convey the Property to St. Johns County or otherwise in accordance with the Nocatee DRI Development Order for preservation, environmental education, and passive recreation purposes. Grantee agrees that upon any conveyance by Grantor of all or a portion of the Property as aforesaid, Grantor shall be automatically released from any obligations and liability under this Conservation Easement arising from and after the date of such conveyance as to the portion of the Property conveyed by Grantor.

l. Assignment by Grantee. Grantee shall not assign its rights or obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws, including Section 704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified by Grantee in writing of any intention by Grantee to reassign this conservation easement to a new grantee and the Corps must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of the acceptance delivered to the Corps. This conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished by Grantee to the Corps. All requests for approval by the Corps under this Section l shall be sent by certified mail to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida 32202.

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IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC, a Delaware limited liability company

By: Harry D. Francis, Vice President

Name Printed: _____

Name Printed: _____

STATE OF FLORIDA } }SS COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of ___, 2005, by Harry D. Francis, as Vice President of SONOC COMPANY, LLC, a Delaware limited liability company, on behalf of the company.

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

EXHIBIT "A"

(Property)

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said ~~Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet~~ distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'12"E	208.02
L18	N10°36'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'56"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N87°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°48'18"E	318.64
L71	S61°18'54"E	474.32
L72	N19°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

NOCATEE PRESERVE MANAGEMENT PLAN

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NOCATEE PRESERVE MANAGEMENT PLAN

1.0 OVERVIEW

1.1 EXECUTIVE SUMMARY

The 1,630-acre Nocatee Preserve represents a significant opportunity to preserve valuable estuarine marshes and forested watersheds on the northern Tolomato River. The Nocatee Preserve is located on the western shores of the Tolomato River, directly across from the Guana Wildlife Management Area and State Park, thus providing additional protection to both sides of the Tolomato River. The Nocatee Preserve's location is significant because it is adjacent to a National Estuarine Research Reserve (NERR). The primary objective of the Nocatee Preserve will be to enhance and maintain the ecological integrity of the natural systems associated with the property. The Nocatee Preserve will also have a public use component that allows limited recreational uses that are compatible with the conservation oriented goals of the Nocatee Preserve. This management plan was prepared to provide for the long-term restoration, maintenance and preservation of the property as well as providing development guidelines and restrictions regarding use of the property for passive recreational uses by the public.

1.2 DESCRIPTION

The Nocatee Preserve encompasses 1, 630 acres of habitat including approximately 452 acres of saltmarsh habitat above the mean high water line, 946 acres of hydric hammock and floodplain swamp and 232 acres of upland habitat (pine plantation and live oak hammocks). The Nocatee Preserve ranges in width between 0.5 and 1.5 miles and extends approximately 3.5 miles parallel to the Guana-Tolomato River. Ultimately, the Nocatee Preserve will act as a 1,630-acre buffer between the Guana-Tolomato River and the Nocatee development. The Nocatee Preserve provides water quality benefits by protecting the headwaters of Smith Creek and Deep Creek, which flow into the Tolomato River. Further, this mosaic of uplands and wetlands including fresh water and brackish systems provides diverse habitat for a wide range of wildlife species.

The Nocatee Preserve, together with the Nocatee Greenway, serves as a link to establish a permanent, natural corridor between the Atlantic Ocean and the St. Johns River via the Guana State Park and Wildlife Management Area, the Durbin Creek basin and the Twelve Mile Swamp. This corridor will maintain important wildlife habitat corridors connecting regionally significant environmental lands.

The Nocatee Preserve will be donated to St. Johns County as part of a regionally significant mitigation plan for Nocatee (SJRWMD # 4-031-87432-1). Upon transfer, St. Johns County will be responsible for the maintenance and operation of the Nocatee Preserve subject to deed restrictions and a conservation easement placed on the property encompassing the conditions of this management plan. The Nocatee Preserve's unique natural features will be protected by this management plan, the conservation easement and deed restrictions.

The Nocatee Preserve's recreational component includes passive recreational uses and design criteria for trails, interpretive exhibits, public access points, environmental learning center, restrooms, ADA accessibility, parking, observation areas and boardwalks and other support facilities. The proposed infrastructure improvements are not required of St. Johns County, but represents the maximum allowable uses that may be constructed within the Nocatee Preserve.

NOCATEE PRESERVE MANAGEMENT PLAN

2.0 RESOURCE MANAGEMENT

2.1 MANAGEMENT OBJECTIVES

The land management objectives for the Nocatee Preserve include: wetland preservation, upland preservation, and upland enhancement. Through a combination of preservation and enhancement techniques, the Nocatee Preserve will mature and become integrated into more natural communities and ecosystems. The management plan is divided by habitat type and the specific management techniques for each habitat type are discussed in the subsequent sections

2.2 MANAGEMENT OF WETLAND AREAS

2.2.1 Saltwater Marsh (FLUCFCS 642)

(a) Saltwater Marsh Habitat Description

The saltwater marsh community is found along the Atlantic Intracoastal Waterway (AIWW), with portions being tidally influenced. There are approximately 452 acres of habitat above the mean high water line. Vegetation above the mean high water line is typically herbaceous and includes such species as smooth cordgrass (*Spartina alterniflora*), black needle rush (*Juncus roemerianus*), seashore saltgrass (*Distichlis spicata*), saltwort (*Batis maritima*), glasswort (*Salicornia* spp.), seaside daisy (*Borrichia frutescens*), and salt jointgrass (*Paspalum vaginatum*). This area is in excellent condition, with negligible disturbance.

(b) Saltwater Marsh Habitat Management

The adjacent silvicultural land use has had limited influence on the saltmarsh habitat; therefore, active management of this community type is not required. The saltwater marsh habitat will be left in its natural condition and will be placed under a conservation easement, preserving the habitat in perpetuity, except for limited impacts associated with access improvements. The creation of the Nocatee Preserve will also act as a natural buffer protecting the water quality of the saltwater marsh habitat.

2.2.2 Stream and Lake Swamp (FLUCFCS 615)

(a) Stream and Lake Swamp Habitat Description

The stream and lake swamp community is generally found adjacent to or associated with the major drainageways found on the project site. The Stream and Lake Swamp habitat found within the Nocatee Preserve includes virtually all of the Cabbage Swamp system. Canopy species found in these areas include blackgum (*Nyssa sylvatica* var. *biflora*), bald cypress (*T. distichum*), red maple (*Acre rubrum*), swamp bay (*Persea palustris*), loblolly bay (*Gordonia lasianthus*), sweetgum (*Liquidambar styraciflua*), and water oak (*Quercus nigra*). Portions of this community may be dominated by one or two species, while others exhibit a diverse assemblage of hardwood species. Additional canopy and/or subcanopy species include water hickory (*Carya aquatica*), pignut hickory (*Carya glabra*), loblolly pine (*Pinus taeda*), cabbage palm (*Sabal palmetto*), water locust (*Gleditsia aquatica*), southern magnolia (*Magnolia grandiflora*), swamp laurel oak (*Quercus laurifolia*), swamp chestnut oak (*Quercus michauxii*), live oak (*Quercus virginiana*), hackberry (*Celtis laevigata*), alder (*Alnus serrulata*), American hornbeam (*Carpinus caroliniana*), water ash (*Fraxinus caroliniana*), basswood (*Tilia americana*), American elm (*Ulmus americana*), mulberry (*Morus rubra*), pipstem (*Agarista populifolia*), swamp dogwood (*C. foemina*), Virginia willow (*Itea virginica*) and wax myrtle (*Myrica cerifera*). Shrub and

NOCATEE PRESERVE MANAGEMENT PLAN

groundcover species include dwarf palmetto (*Sabal minor*), red chokeberry (*Aronia arbutifolia*), arrowroot (*Thalia geniculata*), cinnamon fern (*Osmunda cinnamomea*), fetterbush (*Lyonia lucida*), lizard's tail (*Saururus cernuus*), netted chain fern (*Woodwardia areolata*), pickerelweed (*Pontederia cordata*), poison ivy (*Toxicodendron radicans*), and royal fern (*Osmunda regalis*).

(b) Stream and Lake Swamp Habitat Management

The Stream and Lake Swamp habitat will be left in its natural condition and will be placed under a conservation easement, preserving the habitat in perpetuity. Limited logging roads do occur through this community, which facilitated past silvicultural activity. Generally, the trail roads consist of minimal fill material and have limited traffic use; upon cessation of use, the trail roads should revegetate naturally overtime, except for those specifically slated for removal as depicted in the mitigation plan. No specific management techniques will be applied to this habitat. Removal of exotic species will occur, if coverage is greater than 10 percent. Potential exotics include Chinese tallow (*Sapium sebiferum*), air potato (*Dioscorea bulbifera*), cogon grass (*Imperata cylindrica*) and torpedo grass (*Panicum repens*). If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

2.2.3 Wet Coniferous Plantation (FLUCFCS 441w)

(a) Wet Coniferous Plantation Habitat Description

The wet coniferous plantation community, which occurs on hydric soils, is dominated by a canopy of slash pine (*Pinus elliottii*) with scattered loblolly pine and pond pine (*Pinus serotina*). Subcanopy species are less scattered than in upland coniferous plantation and consist of water oak, sweetgum, red maple, loblolly bay, and sweet bay (*Magnolia virginiana*). Understory shrub species consist of bitter gallberry (*Ilex glabra*), saw palmetto (*Serenoa repens*), fetterbush (*Lyonia lucida*), and wax myrtle. The herbaceous layer, where present, is dominated by wiregrass (*Aristida* spp.) with scattered cinnamon fern and netted chain fern. In these areas, which have been recently clearcut or recently planted, herbaceous species dominate. Typical species include broomsedge (*Andropogon* spp.), beak rushes (*Rhynchospora* spp.), nut rush (*Scleria triglomerata*), panic grasses (*Panicum* spp.), redroot (*Lachnanthes caroliniana*), cinnamon fern, and saw palmetto.

(b) Wet Coniferous Plantation Habitat Management

Within the selected areas of the Nocatee Preserve, the Wet Pine Plantation habitat will be restored to a more natural community type and will be placed under a perpetual conservation easement. The Wet Pine Plantation habitat within the Nocatee Preserve is within the 7 to 25+ years old age class. The management plan's objective is to convert the pine plantation areas into a more natural wetland community. The habitat will be restored consistent with adjacent wetland systems. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

7 to 25+ Year Old Pine Plantation

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The 7 to 25+ year old pine plantation will be selectively thinned to 50 stems per acre. The density reduction of slash pine will open the canopy and increase stand diversity.

After the stand is thinned to the recommended density, the understory and groundcover communities will be assessed (within 6 months) and their relative densities determined. If the understory community is composed of favorable wetland species, in good condition and if healthy natural recruitment currently exists, supplemental planting will not be necessary. If the understory is not sufficiently present, lacks favorable species and does not show signs of natural recruitment, supplemental planting will be conducted. Supplemental planting will occur at a density up to 100 stems per acre. Trees will be specified at 3-gallon size, i.e., one-half to one-inch caliper and five to six feet in height. Trees will be randomly planted to mimic natural conditions as opposed to planting on measured centers. Species to be utilized will include red maple, sweetgum, dahoon holly, swamp bay, loblolly bay, water oak and fetterbush. The wetland enhancement area will be monitored annually for three years to ensure enhancement success.

During the thinning and supplemental planting process, the artificial bedding rows will be manipulated to allow for normal hydrologic conditions to return to the area, which will promote a more natural landscape for the reestablishment of a natural wetland community. If the bedding rows are less than 6 inches in height, no manipulation will occur. However, if the bedding rows are greater than 6 inches, cross channels will be cut perpendicular to the bedding rows every 100 feet.

2.3 MANAGEMENT OF UPLAND AREAS

2.3.1 Coniferous Plantation (FLUCFCS 441)

(a) Coniferous Plantation Habitat Description

The coniferous plantation community is the most common upland community type found on the property. This community within the Nocatee Preserve consists of mature plantation areas dominated by 20 to 25-year-old stands. In the uplands, the dominant canopy vegetation is generally planted slash pine. Subcanopy species include scattered water oak, sweetgum, and red maple. Understory shrub species consist of bitter gallberry, saw palmetto, staggerbush (*Lyonia mariana*), gallberry, and wax myrtle. The herbaceous layer, where present, is dominated by wiregrass and bracken fern (*Pteridium aquilinum*). This herbaceous composition is most common in recently clearcut or recently bedded upland portions.

(b) Coniferous Plantation Habitat Management

The Pine Plantation habitat found within the Nocatee Preserve is considered mature plantation (20 to 25 years old), which has become a monocultural habitat, dominated by a canopy of slash pine, often to the exclusion of other canopy species. The stand density often results in ground cover that is either sparse or very dense and only dominated by a few species. This results in a community type of limited diversity both in vegetation and wildlife utilization. The primary goal of the management regime for the mature pine plantation within the Nocatee Preserve is to increase species diversity, promote a more natural vegetative association and to increase the health of the habitat.

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Selective thinning will be employed to promote a more open canopy by reducing the pine stand's density to 50 stems per acre; therefore creating a density that is more consistent with natural pine flatwoods communities of northeast Florida. By reducing the pine canopy cover, canopy hardwood species and additional groundcover species should recover, thus increasing habitat diversity and providing significant environmental benefits to the vegetative community and wildlife utilization. Harvesting (cutting) may also be conducted according to best management practices if diseased trees occur, such as pine beetle infestations.

After the stand is thinned to the recommended density, the understory and groundcover communities will be assessed and their relative densities determined. If the understory community is composed of favorable species in good condition and if healthy natural recruitment currently exists, supplemental planting will not be necessary. If the understory is not sufficiently present, lacks favorable species and does not show signs of natural recruitment, supplemental planting will be conducted. Supplemental planting will occur at a density up to 100 stems per acre. Trees will be specified at 3-gallon size, i.e., one-half to one-inch caliper and five to six feet in height. Trees will be randomly planted to mimic natural conditions as opposed to planting on measured centers. Species to be utilized on will include live oak (*Quercus virginiana*), southern magnolia (*Magnolia grandiflora*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*) and American holly (*Ilex opaca*).

After the selective thinning, the following fall or winter season a dormant season prescribed burn or mechanical clearing at 3-5 year intervals will be conducted in the mesic areas to reduce the fuel load and to help maintain the natural vegetative community and species diversity. In the xeric portions of the habitat, if present, a growing season prescribed burn at 3-5 year intervals will be conducted to reduce fuel loads, control hardwoods (turkey oak) and to maintain the diversity representative of the sandhill community. The specific timing and placement of the prescribed burns will be determined by environmental conditions and the best professional judgment of a Certified Burn Technician. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

2.3.2 Live Oak (FLUCFCS 427)

(a) Live Oak Habitat Description

The live oak community is found in scattered locations within the Nocatee Preserve. The dominant canopy vegetation is live oak with southern magnolia, laurel oak, and sweetgum as lesser components. Understory vegetation includes scattered gallberry, tarflower (*Befaria racemosa*), saw palmetto, dwarf huckleberry (*Gaylussacia dumosa*) and bracken fern.

(b) Live Oak Habitat Management

The Live Oak habitat within the Nocatee Preserve exists as a mature natural community with limited impacts caused by silvicultural activity; therefore, this habitat type does not require active management to maintain its current condition. Removal of exotic species will occur on an as needed basis, if coverage is greater than

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10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

2.3.3 Pine-Mesic Oak (FLUCFCS 414)

(a) Pine Mesic Oak Habitat Description

The Pine-Mesic Oak community is found in transitional areas within the Nocatee Preserve. This community is dominated by a canopy of slash pine, loblolly pine, water oak and laurel oak. Other species found within the canopy include pignut hickory, southern magnolia and sweetgum. Understory and shrub vegetation is composed of flowering dogwood (*Cornus florida*), saw palmetto, wax myrtle, American beautyberry (*Callicarpa americana*), sparkleberry (*Vaccinium arboreum*) and gallberry. Herbaceous vegetation includes such species as greenbriar (*Smilax* sp.), Virginia creeper (*Parthenocissus quinquefolia*) wild grape (*Vitis* sp.) and bracken fern.

(b) Pine Mesic Oak Habitat Management

The Pine-Mesic Oak habitat exists as a mature natural community within the Preserve and will be placed under a perpetual conservation easement. A dormant season prescribed burn or mechanical clearing will be conducted to reduce the fuel load and to help maintain the natural vegetated community and species diversity. The specific timing and placement of the prescribed burns will be determined by environmental conditions and the best professional judgment of a Certified Burn Technician. Removal of exotic species will occur on an as needed basis, if coverage is greater than 10 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

2.3.4 Temperate Hardwoods (FLUCFCS 425)

(a) Temperate Hardwoods Habitat Description

The temperate hardwood community is most commonly found along the western edge of the AIWW. The canopy is dominated by live oak, laurel oak, water oak, southern magnolia, and cabbage palm. The understory typically comprises less mature specimens of these same species. The shrub layer is dominated by such species as saw palmetto and bitter gallberry. The herbaceous layer is dominated by quaking grass (*Chasmanthium* sp.), scattered bracken fern, and cinnamon fern.

(b) Temperate Hardwoods Habitat Management

The Temperate Hardwood habitat within the Nocatee Preserve exists as a mature natural community with limited impacts caused by silvicultural activity; therefore, this habitat type does not require active management to maintain its current condition and will be placed under a perpetual conservation easement. Removal of exotic species will occur on an as needed basis, if coverage is greater than 1- percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance to State and Federal regulations.

3.0 RECREATIONAL AND FACILITY MANAGEMENT

3.1 OVERALL RECREATIONAL USE POLICIES AND RESTRICTIONS

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- 3.1.1 Recreational Fishing.** Recreational fishing as authorized by the Florida Fish and Wildlife Conservation Commission is allowed in the Nocatee Preserve except where specifically restricted by signs. The Florida Fish and Wildlife Conservation Commission requires any person engaging in recreational fishing to have appropriate fishing licenses in their possession, unless exempted by the Commission.
- 3.1.2 Hiking.** Hiking is allowed in the Nocatee Preserve only on designated trails. For the purpose of this subsection, hiking shall include jogging, bird watching, or any other activity where travel is by foot only and does not involve another activity described in this chapter.
- 3.1.3 Horseback Riding.** Horseback riding is allowed in the Nocatee Preserve following the existing north/south trail road from the north trailhead to Spanish Landing. Riding is limited to the existing trailroad or a new ten (10) foot parallel trail within a maximum corridor width of 50 feet on either side of the existing trail road centerline. The Nocatee Preserve shall not be used for any type of special equestrian events, shows or large group activities, but rather limited to individual or small group riding experiences. Restrictions that may limit the number of horses permitted in the Preserve on a daily basis and restrictions that further reduce the areas accessible for horseback riding may be established based on the impact the equestrian use may have on the other recreation uses and any impact on the natural environment.
- 3.1.4 Bicycling.** Bicycling is allowed in the Nocatee Preserve, but only on designated multi-purpose trails, which specifically allow bicycling.
- 3.1.5 Hunting.** Hunting is not allowed in the Nocatee Preserve, unless by a Special Use Authorization associated with removal or control of nuisance animals.
-
- 3.1.6 Dogs, Cats, or Other Domestic Animals.** Dogs, cats, and other domestic animals of similar nature are allowed in the Nocatee Preserve provided that such animals must be leashed at all times.
- 3.1.7 Swimming.** There are no designated swimming areas in the Nocatee Preserve.
- 3.1.8 Plants or Animal Removal, Destruction or Harassment.** All plants and animals in the Nocatee Preserve are protected. Removing, destroying, or harassing animals or plants from, or in the Nocatee Preserve is prohibited except for fishing or removals associated with reforestation, control of exotic or nuisance species, or other land management activities which are part of this management plan.
- 3.1.9 Archaeological or Cultural Resources Removal, Alteration, or Destruction.** All archaeological and cultural resources in the Nocatee Preserve are protected. Removal, alteration or destruction of archaeological or cultural resources is prohibited unless authorized by a Special Use Authorization for scientific or land management purposes. Approval is required by the Florida Department of State, Division of Historical Resources prior to authorizing the removal, alteration or destruction of any archaeological or cultural resources. Archaeological or cultural resources means associated physical remnants and features contained in the ground including artifacts, fossils, bones, shell mounds, or private culture facilities or items. The Division of Historical Resources shall be notified of any discovery of archaeological or cultural resources.

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- 3.1.10 Disposal or Discharge of Waste.** The disposal or discharge of any waste outside of designated waste collection facilities is prohibited in the Nocatee Preserve. The disposal of oil, gasoline or other hazardous substances is prohibited in the Nocatee Preserve.
- 3.1.11 Destruction, Removal, or Alteration of Nocatee Preserve Facilities or Equipment.** The unauthorized destruction, removal, or alteration of any Nocatee Preserve facilities or equipment is prohibited. Facilities and equipment may include water control structures, scientific study plots, photo points, transect lines, survey markers, public buildings, towers, recorders, gages, signs, gates, fences, or monuments.
- 3.1.12 Firearms and Similar Equipment.** The possession or use of firearms or similar equipment is prohibited except as authorized by a Special Use Authorization for approved land management activities such as the removal of nuisance species. Firearms and similar equipment includes shotguns, rifles, muzzle loading guns, pistols, revolvers, air guns, blow guns, bows, crossbows, spear guns, or other devices capable of mechanically propelling an arrow, spear or other projectile.
- 3.1.13 Posting or Distributing Bills.** Distributing any handbills or circular, or posting, placing, or erecting any bills, notices, papers, signs or advertising devices or informational matter of any kind, excluding notices by the Nocatee Caretaker, is prohibited in the Nocatee Preserve.
- 3.1.14 Fires.** Igniting any fire in the Nocatee Preserve is prohibited except for prescribed burns and picnic cooking fires (in grills) in designated areas, or fires authorized by a Special Use Authorization, such as special event campfires.
- 3.1.15 Trapping.** Trapping is prohibited in the Nocatee Preserve except where specifically authorized by a Special Use Authorization, which shall be limited to scientific study or removal of nuisance species.
-
- 3.1.16 Camping.** Camping in the Nocatee Preserve is prohibited unless authorized by a Special Use Authorization to conduct scientific study or research or to implement land management practices.
- 3.1.17 Introduction of Plants and Animals to District Lands.** The introduction of plants or animals to the Nocatee Preserve is prohibited unless done pursuant to an approved land management activity. All new planting associated with the recreational improvements shall be native indigenous plant material, except grasses used for picnic areas, trail edges and for stabilization and erosion control.
- 3.1.18 Use of Motorized Vehicles and Boats.**
- (1) Motorized vehicles that are licensed for Florida highway use are allowed on designated public roads and parking areas. All-terrain, off-road, or other motorized vehicles are prohibited in the Nocatee Preserve except by a Special Use Authorization for access by mobility impaired persons, which may be issued.
 - (2) Overnight parking of recreational vehicles is prohibited in the Nocatee Preserve except by a Special Use Authorization to conduct research for scientific or land management purposes.
 - (3) Motorized vehicles licensed for Florida highway use shall be operated by licensed drivers only on roads designated as open for public motorized vehicles.

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- (4) Motorized vehicles shall not exceed posted speed limits. The speed limit shall be posted no higher than 25 miles per hour.
- (5) Motorized vehicles operated by Nocatee Preserve personnel are permitted throughout the Nocatee Preserve to implement the Land Management Plan; to provide security and to provide emergency medical assistance to park personnel, visitors and wildlife.
- (6) Boating. Boating is allowed in the Nocatee Preserve waterways subject to the following:
 - (a) Boats shall not be operated in a manner, which would damage plants, animals or other environmental resources.
 - (b) Airboats are not permitted in the Nocatee Preserve.
 - (c) Boating is prohibited in areas closed to boating for public safety, resource protection, and protection of Nocatee Preserve facilities or equipment. Boating shall be limited by engine type, speed, or vessel type as necessary for public safety, resource protection, or protection of Nocatee Preserve facilities or equipment, and these limitations may be made specific to each waterbody. Areas closed to boating and boating limitations shall be indicated by signs. The launching of motorized vessels is limited to boats with electrical trolling motors only; canoes, kayaks and other small vessels with no gasoline motorized engines.
- (7) No boat ramp or launch suitable for trailer use is permitted to be constructed within the Nocatee Preserve.
- (8) Boat launching is limited to canoes, kayaks, and other small vessels that can be launched by hand. Launching of boats with internal combustion engines is prohibited; electric trolling motors are permitted.
- (9) Motorized vehicles such as electric golf carts are limited to the areas where vehicular access is permitted and on the North/South Parkway; however, use of these golf cart type vehicles in these areas may be further restricted.

3.1.19 Concessions and Vending. Concessions may be located in the Nocatee Preserve to serve the interests of the public and assist in providing for public uses of the Nocatee Preserve while managing these lands in an environmentally acceptable manner. All concessions shall be limited to the Environmental Learning Center, the North and South Trailheads and the Spanish Landing Picnic Area.

3.1.20 Unauthorized Facilities or Structures. Constructing or erecting any facility or structure is prohibited in the Nocatee Preserve unless authorized in this management plan or by a Special Use Authorization.

3.1.21 Other Uses. Any use of the Nocatee Preserve not specifically authorized by this management plan is prohibited unless authorized by a Special Use Authorization, or amendment to the management plan.

3.1.22 Other Recreational Facilities. No playground, ballfields, sport courts, swimming pools or any other type of athletic facilities may be constructed in the Nocatee Preserve.

3.1.23 Universal Design for Impaired Users. The recreational improvements shall, to the maximum extent possible, include portions of the Nocatee Preserve to be accessible to the various types of impaired users.

3.1.24 Hours of Operation. The Nocatee Preserve shall be open to the public between sunrise and sunset or as otherwise further restricted. Nighttime use is prohibited unless authorized

NOCATEE PRESERVE MANAGEMENT PLAN

by a Special Use Authorization. The Nocatee Preserve may be closed to the public during the following conditions:

- (1) When such action is necessary to protect the water, natural or culture resources of the Nocatee Preserve.
- (2) During emergency conditions such as floods, severe water events, wild fires or during prescribed burns, construction of other land management activities that may present a danger to the public.
- (3) When areas of the Nocatee Preserve are undergoing construction or restoration.
- (4) Portions of the Nocatee Preserve may be closed during certain hours or for certain periods of time when such closure is necessary to implement land management requirements.
- (5) When it is necessary to conduct research studies or data collection.

3.1.25 Lighting. Lighting within the Nocatee Preserve is limited to security lighting at the trailheads; onsite lodging sites; gates and gatehouses; administrative/work yard complex; Environmental Learning Center and other areas to maintain surveillance and security. It is the intent to minimize lighting within the Nocatee Preserve as much as possible.

3.1.26 Restrooms and Water and Sewer Services. Restrooms are allowed at specific locations within the Nocatee Preserve, provided septic systems are approved by St. Johns County Health Department or connections are made to the central utility system serving the Nocatee development. If drain fields are installed, there shall be a minimum 125-foot distance to any adjacent wetlands. Wells are permitted to be installed to provide water to the restrooms, trailheads, security lodging, administrative offices and work yard; and the Environmental Learning Center.

3.1.27 Utilities. Portions of the Nocatee Greenway may be utilized for utility crossings for underground and overhead electrical and communication lines; underground, water, sewer and reuse lines; and for stormwater outfalls. The installation and normal maintenance associated with the utility crossing is also a permitted activity.

3.2 ACCESS AND SECURITY

3.2.1 No public use or access to the Nocatee Preserve will be allowed until an adequate level of infrastructure improvements to the Nocatee Preserve are made to accommodate visitors. Prior to public use of the Nocatee Preserve, a visitor management and operation plan must be in place. Until such time that improvements and infrastructure are in place, access will be limited to St. Johns County personnel and those authorized by such county staff. St. John's County will be responsible for maintaining gates and other security control. The Developer will retain the right to relocate access points. It is anticipated that the initial access will be made available through the north access roadway (Section 3.3.1). The south access point to the Nocatee Preserve will be open to the public when the Crosswater Parkway is platted (See section 3.3.2).

3.2.2 Gates will be installed at both the North and South Access Roads to control public access into the Nocatee Preserve. The gates will be locked every night. Fencing and other access control devices will be installed to prohibit unauthorized access into the Nocatee Preserve. The perimeter of the property will be posted and additional fencing installed as needed based on specific areas and security considerations. In addition to the management and maintenance staff who operate the Nocatee Preserve, resident security or ranger staff

NOCATEE PRESERVE MANAGEMENT PLAN

lodging will be permitted within the Nocatee Preserve. (See section 3.3.6 for further description.)

3.3 DEVELOPMENT STANDARDS AND RESTRICTIONS BY USE

3.3.1 The North Access Road

Description:

The north gate will be the initial primary access to the Nocatee Preserve. This access will originate at CR 210 and may connect to the St. Johns County Regional Park and/or Oak Hammock Residential Village. As shown on Map A, a portion of this access will be via an off-site easement north of the Nocatee Preserve. This easement follows an existing trail road through a wetland area. Improvements to the entire length of the existing trail road will be made to accommodate pedestrian access, vehicular access and utilities. Some wetland fill and drainage improvements will be required for this access road.

The north access road will terminate within the northern portion of the Nocatee Preserve. This access may serve the north trailhead parking area and the Environmental Learning Center. In addition, a non-vehicular access pathway will be constructed along the access road to allow pedestrian, bicycle, and electric car access to the Nocatee Preserve trailhead. The north access road may be paved, however alternative pavement alternatives may be used such as pervious pavement, stabilized shell, recycled concrete, etc.

Standards and Restrictions:

- Both the off-site and on-site North Access Road shall follow an existing trail road through wetlands.
- Approximately 3.5 acres of wetland impacts may be required to improve the trail road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District.
- A Gatehouse, with a security gate and fencing, may be constructed adjacent to the access road.

3.3.2 The South Access Road

Description:

The south access drive originates within the Nocatee Community at Crosswater parkway, as shown on Map A. This access drive follows the Deep Creek Greenway, generally following the alignment of the existing trail road that now accesses Spanish Landing. Vehicular, bicycle, electric cart, and pedestrian access will be provided along the South Nocatee Preserve Road to the south trailhead. The access drive to Spanish Landing will be paved or stabilized.

Standards and Restrictions:

- Improvements to the South Access Road may be required to accommodate additional vehicular traffic. Approximately .6 acres of wetland impacts may be required to improve the existing trail road crossings, including the new Spanish Landing Access Road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District.
- A Gatehouse and a security gate, with fencing may be constructed next to the South Access Road.

3.3.3 North and South Trailheads

NOCATEE PRESERVE MANAGEMENT PLAN

Description:

The public access from the North and South Access Roads will terminate at the north and south trailheads. These trailheads will be two of three areas where public vehicular access and parking will be allowed within the Nocatee Preserve. Both trailheads may include restroom facilities, vehicular parking, picnic tables and shelters, environmental interpretive kiosks, multi-purpose picnic area and other trailhead furniture and improvements to support the trailhead functions. The general location of the north and south trailheads are depicted on Map A. Exact location may change based on final site planning.

Standards and Restrictions:

- The number of paved car and bus parking spaces shall not exceed 25 parking spaces at each trailhead. Additional parking areas for motorized carts may also be provided.
- Structures at each trailhead shall be limited to one (1) restroom facility and associated covered pavilion, two (2) group picnic shelters, four (4) individual picnic shelters and interpretive kiosks for each trailhead. Bike racks may be constructed. All buildings and parking areas shall not be visible from the adjacent tidal marshes.
- An open multi purpose picnic area not to exceed ½ acre, with no impervious surfaces, is permitted at each trailhead.
- Trailhead site area: 52,000 SF each.

3.3.4 Environmental Learning Center

Description:

An Environmental Learning Center will be permitted within the Nocatee Preserve. It is proposed that this learning center will be a regional facility designed to education and inform the public of the unique ecosystems of the Nocatee Preserve and the Tolomato River Basin. The center will include indoor and outdoor environmental exhibits and displays, as well as interpretive areas in adjacent vegetative communities. The facility may accommodate groups such as school children.

The location of the center shall be adjacent to the north entry trailhead. The general area of the site is shown on Map A. The building and associated facilities shall be constructed to blend into its natural surroundings and are subject to the architectural design guidelines.

Standards and Restrictions:

- The Environmental Learning Center shall be located adjacent to the North Trailhead.
- The maximum footprint of the Center, including all covered porches and indoor space, shall not exceed 5,000 square feet. The overall building square footage shall not exceed 10,000 square feet. Uses are limited to exhibit space; restrooms; meeting rooms; gift shop; and maintenance and administrative offices to support the facilities.
- The maximum height of the building shall not exceed 35 feet with a maximum of two floors.
- The Center will comply with ADA design standards.
- The building shall not be visible from any point within the adjacent tidal marshes.
- An outdoor multi-use gathering area is allowed, but shall not exceed a cleared area of one acre. It shall include no paved impervious surfaces other than pathways.
- The number of paved car and bus parking spaces shall not exceed 30 spaces, in addition to the allowable 25-trailhead parking spaces.
- Site area for the Environmental Learning Center: 68,000 SF.

3.3.5 Preserve Administrative Offices and Work Yard

NOCATEE PRESERVE MANAGEMENT PLAN

Description:

A limited area within the Nocatee Preserve may be used for activities related to the managing of the Nocatee Preserve. Uses shall accommodate administrative, maintenance and storage facilities to support Nocatee Preserve operations. Typical uses of the site include parking for Nocatee Preserve staff; storage of maintenance equipment and supplies; administrative offices; staff employment facilities such as lockers and restrooms; maintenance shop and other facilities directly related to the maintenance and operation of the Nocatee Preserve. Vehicular access from the access road is permitted for deliveries and staff access.

Standards and Restrictions:

- Site area for the Nocatee Preserve Offices and Work Yard: 44,000 SF.
- All buildings and improvements shall be designed to blend into the natural surroundings and are subject to the architectural design guidelines.
- Structures, including sheds and other improvements shall be a minimum of 100 feet from any jurisdictional wetland.
- Buildings shall be no more than 25 feet in height and limited to one story and may include manufactured homes.
- No structure, facility or activity within the site shall be within view of any area from the tidal marshes. The entire facility shall be secured and screened from public view using a combination of wood privacy fencing and native plant material.

3.3.6 Staff and Security Lodging

Description:

Resident security or ranger staff lodging is allowed within the Nocatee Preserve to provide additional nighttime security and to establish a security presence. The two sites may be located adjacent to both the North and South Access Roads. Location of the security lodging shall be in close proximity to these roads and to the Nocatee Preserve's gates and access points. These sites are permitted to serve as full time residential uses at the discretion of St. Johns County.

Standards and Restrictions:

- On-site lodging is permitted for park management and staff up to a maximum of two separate dwelling units and may include manufactured homes. The total area allocated for both on-site residences shall not exceed 44,000 SF, including building, parking and associated yard area.
- All buildings, sheds and improvements shall be designed to blend into the natural surroundings and are subject to the architectural design guidelines.
- All structures including sheds and other improvements shall be a minimum of 75 feet from any jurisdictional wetland.
- Residential buildings shall be no more than 25 feet in height and be limited to one story.
- No residential building shall be within view of any area within the tidal marshes and shall be located within 150 feet of the North and South Access Roads.

3.3.7 Spanish Landing Picnic Area

Description:

Spanish Landing is an island fronting the Tolomato River. An existing trail road accesses this island. The property adjoins additional uplands to the south owned by the State of Florida. The perimeter of Spanish Landing consists of most cedars, pine and live oaks,

NOCATEE PRESERVE MANAGEMENT PLAN

while the interior is generally open and devoid of tree cover. Along the Tolomato River the understory of the tree cover is generally open and high. Because of the approximate 1,600 feet of river frontage, the site provides magnificent views of the tidal marshes and Tolomato River, and also can serve as a launching point for canoes and kayaks into the river and its tributaries. The allowable uses within Spanish Landing, as is the case with the rest of the Nocatee Preserve, will be limited to passive recreation.

Standards and Restrictions:

- Automotive parking will be limited to a maximum of twenty-five (25) paved parking spaces. The parking shall be screened from view from the adjacent waterway and tidal marshes using indigenous native plant material.
- Only hand trailer launching of vessels is permitted. An unimproved launch area will accommodate non-gasoline motorized vessels, including canoes, kayaks and small vessels. The launching of motorized vessels is limited to electric trolling motors.
- No docks or fishing piers shall be constructed.
- A maximum of two group picnic shelters and four individual picnic shelters shall be constructed. Four (4) additional freestanding picnic tables are permitted.
- Restrooms are permitted.
- An environmental learning pavilion, with interpretive information, is permitted.
- All pavilions, restrooms and picnic shelters shall not exceed 25 feet in height.
- The vehicular access to Spanish Landing is limited to the new access route designed to minimize wetland impacts to the adjacent tidal marsh (Section 3.3.8). The existing trail road serving Spanish Landing will be for pedestrian and bicycling use only.
- Site area for Spanish Landing Picnic Area: 88,000 SF

3.3.8 New Spanish Landing Access Road

Description:

~~The existing access to Spanish Landing is a narrow trail road causeway crossing the tidal marshes. To avoid excessive wetland impacts required to improve the existing trail road/causeway, vehicular access to the Spanish Landing picnic area will be via a new access roadway. The impacts for the new road are considerably less than improvements to the existing trail road and removes the road and vehicular traffic away from the tidal marsh. The existing trail road will remain for pedestrian and bicycle use.~~

Standards and Restrictions:

- The new alignment is approximately 2,400 feet through mostly pine flatwoods.
- The new access road will generally follow the alignment depicted on Map A. Approximately .6 acres of wetland impacts may be required to construct the new access road and make improvements to sections of the South Access Road. The mitigation for these impacts will be within the Nocatee Preserve. The impacts shall be permitted with the St. Johns River Water Management District. One wetland crossing is required.
- Pathways may be constructed as part of the new access roads.

3.3.9 Trails

Description:

The Nocatee Preserve trail system will allow a variety of environmental experiences for the visitor, including specific activities such as photography, fishing, bird watching and environmental education. Certain trails within the Nocatee Preserve will be designated for use by bicycles while other trails will be specifically for hiking. A variety of trail distances and types will be provided based on the length of hiking time and the physical

NOCATEE PRESERVE MANAGEMENT PLAN

abilities of the visitor. To minimize vegetative impacts, existing trail roads and logging roads will be used, whenever possible, to route hiking trails within the Nocatee Preserve.

- A. **Primary North South Trail.** The existing north south trail road will be retained as the primary pathway providing both pedestrian hiking and cycling useage. The trail will also serve for maintenance and security access between the north trailhead and the south trailhead and on to the Spanish Landing Picnic Area. The trail is approximately _____ miles from the north trailhead to the south trailhead and an additional _____ miles to Spanish Landing, providing a significant hiking and cycling experience. The north south trail will be the backbone of the Nocatee Preserve trail system. Many of the shorter loop trails will originate from this trail. Certain improvements and maintenance may be required of this trail road, especially at the existing wetland crossings and other low areas. The trail transverses a variety of vegetative communities, and along with several of the spur trails, provides an excellent cross section of the Nocatee Preserve.
- B. **Loop Trails.** Various loop trails will be established off of the north south trail. These loop trails will consist of a variety of trail links that provides contrasting natural experiences for the user. These loop trails and spurs will be routed to provide views of the tidal marsh and access into the maritime hammock areas. These trails are smaller in scale and size and will be limited to hiking. In order to establish an overall trail length and area, preliminary trail alignments have been established as shown on Map A. These trail locations are subject to change based on field condition and routing.
- C. A specially designed nature trail will allow for Nocatee Preserve access by visitors in wheelchairs and others who require special access consideration. The overall trail length will likely be less than one mile and will incorporate an inside loop for shorter experiences. The trial will be designed to incorporate a variety of environmental experiences for visitors who are not able to use the more extensive trail system within the Nocatee Preserve. The trailhead will be easily accessible and close to one of the major trailheads.
- D. **Environmental Learning Center Interpretive Nature Trail.** While all nature trails will provide environmental signage and interpretive information, there may be an additional trail that would provide extensive environmental education using exhibits, kiosks and pavilions and other learning facilities, which may accommodate larger groups and guided tours.

Standards and Restrictions:

- All trails will be marked, with trail map kiosks provided at trailheads and at strategic locations within the trail. Trail signage, containing rules, will prohibit access to established conservation areas.
- Trail design and construction standards shall generally follow the Florida Greenways and Trails System design guidelines prepared by the Florida Department of Environmental Protection.
- Trail location will minimize fragmentation of natural habitats, with spur trails used to access unique areas and point of interest without overly disturbing such areas.
- A standardized and commonly recognized trail marking system will be utilized.
- Appropriate horizontal and vertical clearance within vegetated areas will be designed depending upon the type and frequency of use of the trail.
- Where possible, trails will follow existing trail road through wetlands and may include elevated boardwalks that will replace filled trailheads.

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- All unpaved hiking trails will be stabilized as required with shell, gravel, mulch, and other natural materials. Trail sections may include boardwalks above areas of seasonal high water.
- Trail and maintenance programs will be established for each hiking trail and each trail will be monitored regularly.
- No new fill is permitted within jurisdictional wetlands. New trails through wetlands will be constructed using elevated boardwalks. Existing trail roads through wetlands may be filled as needed for maintenance, provided no additional fill is placed in the adjacent wetlands.
- The existing north/south trail shall be maintained as necessary provided all maintenance and improvements are confined to the existing impact area. Drainage improvements to improve and stabilize the wetland crossings are allowed.
- In addition to the existing north/south trail, additional pathways are permitted, including an ADA accessible pathway.

3.3.10 Observation Towers and Overlooks

Description:

To better appreciate the various plant communities within the Nocatee Preserve, elevated structures such as marsh overlooks may be constructed adjacent to the tidal marshes and within the maritime hammocks. These overlooks provide a more open and panoramic view of the tidal marshes and provide a closer experience within the maritime hammock tree canopy.

Standards and Restrictions:

- Up to six overlooks may be constructed along the Tolomato River tidal marshes and within the forested areas within the Nocatee Preserve.
- Overlooks may not exceed 30 feet in height except two of six overlooks may be constructed to a maximum height of 55'. ~~The overlooks must be constructed of wood.~~
- The marsh overlooks must be sited carefully to minimize impact to the Tolomato River viewshed and to blend in as much as possible within the landscape.
- The overlooks should not be sited in an open area, but rather built directly adjacent to clusters of trees on at least one side and may not be higher than the adjacent trees.
- The bottom 50% height of any structures along the tidal marsh shall be screened by existing vegetation or new native plantings.

3.3.11 Inclement Weather Shelters

Description:

Inclement weather shelters may be constructed to provide temporary shelter for the Nocatee Preserve visitors from thunderstorms and other unexpected weather events. Shelters will be located in close proximity to the north south trail providing convenient access from the various trails. The restrooms and pavilions associated with the north trailhead, south trailhead and Spanish Landing Picnic Area provide additional temporary shelter. All shelters suitable for a temporary safe haven will be identified on all Preserve directories and maps. These shelters will consist of covered pavilions built directly on existing grade or decking, concrete or other stabilized surfaces will be constructed. The shelters will include seating.

Standards and Restrictions:

- Up to four inclement weather shelters are permitted within the Nocatee Preserve.
- The shelters shall be single story buildings constructed out of wood.

NOCATEE PRESERVE MANAGEMENT PLAN

3.3.12 Site Furniture

Additional improvements are permitted to support the passive recreational activities within Nocatee Preserve including the installation of trash receptacles, benches, directional signage, interpretive signage and information kiosks, trail markers, water stations, boardwalks and bridges.

3.3.13 Environmental Education

Description

An overall environmental and cultural educational program will be implemented within the Nocatee Preserve. This program will consist of signage and kiosk at trailheads and significant sections of trails, larger environmental learning pavilions and exhibits, plant identification plaques and other habitat wildlife identification signage within the trails themselves.

3.4 SUMMARY OF ALLOWABLE USES AND IMPACTS

The following Table 3.4 identifies the major allowable uses within the Nocatee Preserve and assigns a maximum allocated area for each improvement. The allocated area for each improvement may vary up to 20%, however the overall allocated area of all the improvements shall not exceed the 26 acres noted. The general location of the uses are shown on Map A, however are subject to change based on final design and permitting.

3.5 ARCHITECTURAL ENGINEERING AND SITE DESIGN STANDARDS AND GUIDELINES

Before any of the facilities and improvements described in this management plan are constructed within the Nocatee Preserve, architectural and engineering design guidelines will be prepared by the Developer. These design standards and guidelines will include specific standards, design criteria and details for signage, graphics, architectural structures and style, plantings, trail design, lighting, materials, paving improvements, site furniture and other elements. All improvements to the Nocatee Preserve must comply with these guidelines.

3.6 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT APPROVALS

Before construction of the following improvements within the Nocatee Preserve, engineering plans demonstrating compliance with the management plan requirements shall be submitted to the St. Johns River Water Management District for their review and approval. This requirement is in addition to obtaining all other St. Johns River Water Management District permits that may be required for improvements within the Nocatee Preserve such as permits required for the wetland fill of the North and South Access Roads and stormwater related permits for the trailhead parking areas, etc.

- North and South Access Roads
- North and South Trailheads
- Environmental Learning Center
- Spanish Landing Picnic Area

4.0 ADMINISTRATION AND IMPLEMENTATION PLAN

4.1 OWNERSHIP

NOCATEE PRESERVE MANAGEMENT PLAN

After conveyance by the Developer, Nocatee Preserve will be owned and maintained by St. Johns County. All improvements, operations and maintenance will be the responsibility of the St. Johns County or St. Johns County may enter upon an agreement with an outside organization for the operations of the Nocatee Preserve, subject to the conservation easement and management plan conditions. The Developer may begin the initial restoration (i.e. planting, thinning, prescribed burns, etc.) and make recreational related improvements before and after conveyance subject to the management plan.

4.2 NOCATEE PRESERVE ADVISORY BOARD

After conveyance to St. Johns County, a Nocatee Preserve Advisory Board will be established to provide review and recommendations to St. Johns County regarding the improvements, operations and maintenance of the Nocatee Preserve. The Advisory Board will be established and administered by St. Johns County and will, at a minimum, include volunteer representation from the St. Johns River Water Management District, the Developer or future Nocatee Community representative, a land management professional and a recreational park professional. The organization and specific structure of the Nocatee Preserve Advisory Board will be established by St. Johns County.

4.3 SPECIAL USE AUTHORIZATION

Certain activities, which are prohibited in the Nocatee Preserve, may be allowed subject to special use authorization. The authorization may be granted by the St. Johns County Administrator only after review and a recommendation by the Nocatee Preserve Advisory Board. Special use authorizations are limited to the following activities:

- (1) (1) Collection, removal or authorization of archeological or cultural resources for scientific research and study is permitted after approval by the Florida Department of State, Division of Historical Resources.
- (2) The use of firearms, traps and other hunting techniques associated with wildlife management for the removal of nuisance species provided there is consultation and coordination with the appropriate county, state or federal wildlife agencies.
- (3) Campfires associated with special events. (Prescribed burns in association with land management techniques as well as charcoal picnic fires within grills do not require a special use permit.) Campfires are limited to the north and south trailheads and the Spanish Landing Picnic Area.
- (4) Camping for scientific or educational purposes is allowed on a case by case basis after development of a policy that regulates and limits the amount of camping activity. Camping is limited to the north and south trailheads and the Spanish Landing Picnic Area.
- 5) Use of the Nocatee Preserve for special night time events is allowed on a case by case basis provided a policy is established that regulates and limits the amount of evening activity. Nighttime activities are limited to the north and south trailheads and the Spanish Landing Picnic Area.

The issuance of special use authorizations for any of the above activities are subject to special conditions and requirements which may be placed on the authorization by the St. Johns County Administrator. Such conditions may include, but not be limited to, insurance requirements, security and safety measures, access conditions, liability releases and other restrictions and limitations deemed appropriate.

NOCATEE PRESERVE MANAGEMENT PLAN

4.4 OPERATIONS

4.4.1 Trash and Waste Management

A waste management plan shall be developed as part of the Nocatee Preserve operations plan. The plan will include the following requirements:

- (1) Identification of adequate locations for trash receptacles within the trailheads and on trails, including the provisions for the installation of bag dispensers to collect dog feces.
- (2) Requirement for regular (maximum, weekly) emptying of trash receptacles.
- (3) A secure, temporary on-site storage of trash. Designation of an approved vendor for off-site disposal.
- (4) Proper storage and disposal of oils, lubricants and other materials used to operate the Nocatee Preserve maintenance vehicles.
- (5) Regular monitoring of all restroom wells and septic systems.

4.4.2 Domestic Animals

Domestic pets are allowed within the Nocatee Preserve in designated areas only. All domestic pets shall be leashed at all times. The area where pets are permitted is limited to the north and south Trailheads, Spanish Landing Picnic Area and on the North/South Trail. To minimize disturbance to native wildlife, pets are not permitted on any of the spur or loop trails. Pet owners are responsible for the disposal of pet feces.

Nocatee Preserve

Summary of Allowable Uses

Table 3.4-Allocated Areas

MAP ID	IMPROVEMENT	MAXIMUM QUANTITY	LENGTH/ CRITERIA	ALLOCATED AREA (sf)
A	North Access Road (On-site only)	1	800 ft., 60 ft. corridor	48,000
B	South Access Road	1	2,600 ft., 60 ft. corridor	156,000
C	North Gate & Gatehouse	1		5,000
D	South Gate & Gatehouse	1		5,000
E	North Trailhead	1		52,000
F	South Trailhead	1		52,000
G	Environmental Learning Center	1	Addition to N. Trailhead	68,000
H	Administrative Offices, Storage & Work Yard	1		44,000
I	North Security Lodging Site	1		22,000
J	South Security Lodging Site	1		22,000
K	New Spanish Landing Access Rd.	1	2,400 ft., 60 ft. corridor	144,000
L	Spanish Landing Picnic Area	1		88,000
	TRAILS:			
M	North/South Multi-purpose Pathway	1	15,000 ft. 12 ft. corridor	180,000
N	Other Trails		25,000 ft., 8 ft. corridor	200,000
O	ADA Accessible Pathway	1	3,000 ft., 12 ft. corridor	36,000
P	Marsh Overlooks	6	1,000 sf site each	6,000
Q	Increment Weather Shelters	6	1,000 sf site each	6,000
TOTAL ALLOCATED AREA			Square Feet	1,134,000
			Acres	26

EXHIBIT "F" TO RESOLUTION

**SONOC COMPANY, LLC
4310 Pablo Oaks Court
Jacksonville, Florida 32224
(904) 223-4700**

January _____, 2006

VIA COURIER

David Miracle, P.E.
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, Florida 32256

**Re: Notice of Conveyance and Request to Transfer:
Portions of Permit No. 4-031-87432-1 (Nocatee Conceptual Permit)**

Dear Mr. Miracle:

In accordance with Rule 40C-1.612(2), Florida Administrative Code, we hereby notify the District that certain portions of the lands subject to Conceptual Permit Number 4-031-87432-1 (the "Conceptual Permit") have been conveyed to St. Johns County, Florida, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, Jacksonville, Florida 32085. The conveyance occurred on January _____, 2006. A copy of the deed effectuating the conveyance is enclosed as Attachment A. The lands so conveyed are described in the legal description contained in Attachment A, and graphically depicted on Attachment B (the "Conveyed Lands").

Further, in accordance with Rule 40C-1.612(3), Florida Administrative Code, we hereby request that the District transfer the Conceptual Permit to St. Johns County, Florida for the portions of the Conceptual Permit associated with the Conveyed Lands.

To aid the District in processing this transfer, we point out that the Conceptual Permit does not provide for any wetland impacts within the Conveyed Lands. Please note that SONOC Company, LLC ("SONOC"), pursuant to Section 3 of the deed, has reserved the right to conduct wetlands mitigation activities on the Conveyed Lands for a period of ten (10) years. In addition, please be advised that SONOC and St. Johns County have allocated management activities pursuant to the Nocatee Preserve Management Plan dated February 2, 2004 as set forth in the letter attached hereto as Attachment C.

Please contact me if you have any questions.

Notice of Conveyance and Request to Transfer:
Portions of Permit No. 4-031-87432-1 (Nocatee Conceptual Permit)
January __, 2006
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Very Truly Yours,

ORIGINAL PERMITTEE

SONOC COMPANY, LLC
a Delaware limited liability company,

By: _____

Harry D. Francis
Vice President
4310 Pablo Oaks Court
Jacksonville, FL 32224
(904) 223-4700

Notice of Conveyance and Request to Transfer:
Portions of Permit No. 4-031-87432-1 (Nocatee Conceptual Permit)
January ____, 2006
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TRANSFEEE

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

4020 Lewis Speedway
Jacksonville, Florida 3208

ATTACHMENT A

The Deed

Prepared by
and Return to:

Thomas O. Ingram, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

SPECIAL WARRANTY DEED

[NOCATEE PRESERVE]

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2006, by **SONOC COMPANY, LLC**, a Delaware limited liability company (the "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, Jacksonville, Florida 32085.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached to and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the matters set forth on **Exhibit "B"** attached to and made a part of this Deed.

TO HAVE AND TO HOLD the same in fee simple, subject use restrictions in Section 1 below, a right of re-entry and termination of Grantee's estate as described in Section 2 below, the reservations as described in Section 3 below, and all other terms of this Deed.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances set forth herein and on **Exhibit "B"**) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth herein and on **Exhibit "B"**) but against none other. By acceptance of this Deed, Grantee hereby agrees to the following terms and conditions.

1. USE RESTRICTIONS

1.1 Surface Water Permits. The parties acknowledge that the Property is subject to stormwater management and wetlands permits issued by the St. Johns River Water Management District ("SJRWMD")(permit # 4-031-87432-1) and U.S. Army Corps of Engineers ("Corps")(permit # SAJ-2003-1267-MRE), as may be amended, collectively referred to below as the "Surface Water Permits." Such Surface Water Permits include those issued to authorize
{00087228.DOC.11}

development of lands within the Nocatee Development of Regional Impact ("Nocatee DRI") and for relocation and improvement of County Road 210, for which certain conservation easements were conveyed by Grantor and permit conditions were put in place to allow the Property to be used as mitigation for wetlands impacts. Grantee shall comply with the Surface Water Permits to the extent that they apply to activities on the Property. At Grantor's option, Grantee shall accept a partial assignment of the Surface Water Permits as to the Property. The parties acknowledge there is a partial assignment and assumption of the SJRWMD and Corps conceptual permits. The partial assignments are attached hereto as Exhibit "C" and incorporated herein. It is expected that the parties will adhere to and comply with the applicable provisions of the above referenced partial assignments.

1.2 Conservation and Recreation Uses. Grantee shall occupy and use the Property solely for conservation and recreational uses that are compatible with management of the Property as a conservation area.

1.3 Compliance with the Nocatee DRI Development Order. Grantee shall not construct any improvements upon the Property nor take any action which would result in a modification of the terms and conditions of the Nocatee DRI Development Order without the prior written consent of Grantor.

1.4 Compliance with Conservation Easements. Grantee shall comply with the Conservation Easement granted to SJRWMD over the Property recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.

1.5 Compliance with Preserve Management Plan. Grantee shall comply with the Preserve Management Plan as approved by the SJRWMD and the Corps pursuant to the Surface Water Permits, as such plan may be modified with the consent of Grantor, Grantee, SJRWMD, and the Corps.

2. RIGHT OF RE-ENTRY. In the event that Grantee substantially violates the Use Restrictions in Section 1 above, Grantor hereby reserves a right of re-entry and termination for a period of ninety (90) years from the date of this conveyance; provided, however, that as a condition of such exercise, the Grantor shall provide Grantee with written notice of any such substantial violation which shall include a description of the nature of the violation and the Grantee shall have a period of sixty (60) days to effect a cure.

3. RESERVATIONS. Grantor hereby reserves the right to conduct wetlands mitigation activities on the Property as required pursuant to the Surface Water Permits for a period of ten (10) years. In addition, Grantor reserves an easement for construction, ingress and egress over the Property for the purpose of constructing a stabilized access drive between a planned roadway known as Crosswater Parkway within the Nocatee DRI and the westerly boundary of the Property, in accordance with the Nocatee DRI Development Order (St. Johns County Resolution 2001-30, as amended).

4. INDEMNITY.

4.1 Indemnity. To the extent permitted by law, Grantor shall at all times, and to the fullest extent permitted by the law, defend, indemnify, protect, save harmless, and exempt Grantee, all elected and appointed officials, officers, employees, and authorized agents of Grantee, from any, and all, penalty, damage (personal and/or property), or charges arising out of claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law, or in equity (collectively, "Claims"), which are caused by Grantor or any agents, employees, contractors, subcontractors, independent contractors or representatives acting under the specific authorization or direction of Grantor (the "Grantor Parties") in connection with the activities of the Grantor Parties on the Property pursuant to Grantor's right to enter the Property reserved pursuant to Section 3 above. In addition, Grantor agrees to indemnify Grantee for any Claims arising out of any activities required by State or Federal agencies that are conducted on the Property by the Grantor Parties in fulfillment of agency permitting requirements pursuant to the Surface Water Permits or any other permits issued to Grantor by the SJRWMD or Corps, as may be amended from time to time.

4.2 Attorneys' Fees. Reasonable attorneys' fees and reasonable consultant and expert witness fees are specifically included as a cost that may be recovered by Grantee from Grantor pursuant to Section 4.1.

4.3 Counsel. Grantee, all elected officials, officers, employees, and authorized agents of Grantee specifically reserve the right to retain counsel of their own choice, at their own expense.

4.4 Exclusion. Notwithstanding any other provision in this Section 4, Grantor shall not be required to indemnify Grantee, or be liable to the above-noted parties for any Claims which might accrue as a result of any negligent or intentional acts and/or omissions by Grantee or the general public. In addition, Grantor's indemnity obligations under this Section 4 shall not apply to any Claims arising from and after the completion of the activities described in Section 3 above, provided that Grantee may bring indemnity claims against Grantor pursuant to this Section 4 after the completion of said activities as to any Claims arising up through said completion.

4.5 CDD. To the extent that Grantor assigns its right to enter the Property pursuant to Section 3 above to a community development district (a "CDD") and the CDD conducts activities on the Property, the indemnity obligations described in Section 4.1 shall be borne by the CDD and not Grantor, except as set forth below. Nothing contained herein shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, Florida Statutes, and other law. To the extent that the CDD is the entity performing any activities on the Property any limitation on Claims noted above based on sovereign immunity or some other statutory or judicial limitation (whether State or Federal), will nonetheless remain the residual, and continuing responsibility of Grantor. Moreover, Grantor expressly, and unequivocally agrees to indemnify Grantee for any Claim under the terms of Section 4.1 that is beyond/above/outside any statutory limits, regardless of any assignment to the CDD (as provided under State law)).

4.6 Subrogation. Notwithstanding any other provision in this Section 4, Grantee releases

and waives all claims for indemnity against the Grantor Parties pursuant to Section 4.1 above to the extent covered by insurance naming Grantee as an additional insured. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence.

5. MISCELLANEOUS.

5.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property. Grantor may assign its rights and obligations under this Deed, including, without limitation, to any property owners association, a CDD or developer within the Nocatee DRI. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

5.2 Modification. The terms and conditions of this Deed may be modified only by written agreement executed by Grantor and Grantee.

5.3 Notice. Any notice required to be given under the provisions of this Deed will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

TO Grantee:

County Administrator
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32085

TO Grantor:

SONOC Company LLC
4310 Pablo Oaks Court
Jacksonville, FL 32224

Copy to:
M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail.

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

5.5 Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application of any provision to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

5.6 No Third Party Beneficiaries. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

[This space left blank intentionally]

IN WITNESS WHEREOF, Grantor and Grantee have set their hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC,
a Delaware Limited Liability Company

(Print Name _____)

By: _____
Harry Francis
Its Vice President

(Print Name _____)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by **Harry Francis**, the Vice President of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

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

[signatures continued on following page]

GRANTEE:

Signed, sealed and
delivered in the
presence of:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

(Print Name _____)

By: _____
Ben Adams
County Administrator

(Print Name _____)

Legal form approved:

County Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by **Ben Adams**, County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, on its behalf.

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

EXHIBIT LIST

Exhibit "A"	-	Property
Exhibit "B"	-	Exceptions
Exhibit "C"	-	Assignment of Conceptual Wetlands Permits

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.60
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S82°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	165.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N88°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°49'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N09°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

Exhibit "B"

(Exceptions)

1. Conservation Easement for the Nocatee Preserve recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.
2. Any other easements, restrictions, limitations, conditions and matters as would be revealed by an accurate survey of the Property.

Exhibit "C"

(Partial Assignment & Assumption of District Conceptual Permit)

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DISTRICT CONCEPTUAL PERMIT**

This Assignment is entered into this ____ day of January, 2006, by and between SONOC COMPANY, LLC ("SONOC") and ST. JOHNS COUNTY, FLORIDA (the "County").

RECITALS

- A. Of even date, SONOC has conveyed to the County those lands as more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").
- B. In conjunction with and as part of the conveyance of the Property to the County, SONOC has agreed to partially assign to the County and the County has agreed to partially assume SONOC's rights and obligations under that certain St. Johns River Water Management Conceptual Permit No. 4-031-87432-1, (the "District Conceptual Permit") to the extent the same affect, benefit or encumber the Property.
- C. The District Conceptual Permit affects additional lands other than the Property and accordingly the rights assigned and obligations assumed shall be specifically limited to the Property and all other rights and obligations are reserved to SONOC.

NOW THEREFORE in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SONOC hereby assigns, transfers, and sets over unto the County all right, title, and interest of SONOC in and to the District Conceptual Permit as it affects the Property and the County hereby accepts such assignment. In addition, the parties agree to the allocation of the wetlands management activities between the parties under the Nocatee Preserve Management Plan dated February 2, 2004 as is set forth on the letter attached hereto as **Exhibit "B"**. The County acknowledges that the Tolomato Community Development District may undertake the activities allocated to SONOC in the letter attached.

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IN WITNESS WHEREOF, the undersigned have executed the foregoing the day and year first above written.

SONOC:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Harry D. Francis
Vice President

COUNTY:

ST. JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____

Name: _____

Title: _____

4020 Lewis Speedway
Jacksonville, Florida 32085

EXHIBIT "A"

THE PROPERTY

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	282.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.26
L10	N38°40'28"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'39"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'39"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°28'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	287.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°28'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	165.90
L49	N41°38'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	80.66
L56	N28°23'33"E	135.91
L58	N89°15'05"W	213.89
L59	N47°56'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'13"W	259.82
L68	N68°14'59"W	288.16
L69	N68°30'26"W	763.54
L70	N27°48'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'06"W	356.10
L86	N01°27'16"W	704.94
L87	N31°11'22"E	69.55
L88	N87°19'49"E	285.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.80
L95	N25°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

NOCATEE PRESERVE MANAGEMENT PLAN LETTER

ENVIRONMENTAL SERVICES, INC.

7220 FINANCIAL WAY, SUITE 100
JACKSONVILLE, FLORIDA 32256
904-470-2200 • FAX 904-470-2112

www.esinc.cc

16 December 2005

Mr. Tony Cubbedge
St. Johns County
Land Management Coordinator
4020 Lewis Speedway
P.O. Drawer 349
St. Augustine, Florida 32084

RE: Nocatee Preserve

Dear Tony:

Pursuant to our recent meeting (9 December 2005), Environmental Services, Inc. (ESI), herein provides a narrative and approximate timeline for the required management activities within the Nocatee Preserve.

All proposed management activities correspond to the approved Nocatee Preserve Management Plan dated 2 February 2004, which was approved by the St. Johns River Water Management District on 13 April 2004 (Permit No. 4-031-87432-1) and the U.S. Army Corps of Engineers on 1 October 2005 (Permit No. SAJ-2003-1267-MRE).

Each community type within the Preserve was evaluated and a specific management plan developed in order to meet the objective of maintaining a healthy natural ecosystem. Please refer to the Nocatee Preserve Management Summary page enclosed. The following community types require no active management activities, only yearly monitoring and removal, if necessary, of exotic/invasive species: Saltmarsh, Stream and Lake Swamp, Wet Coniferous Plantation, Live Oak, Pine-Mesic Oak and Temperate Hardwoods. Please note, the Wet Coniferous Plantation community does address specific management activities (wetland enhancement); however, this enhancement area was not part of the final permit mitigation maps or calculations and therefore, the management activities are not required.

The only community type requiring active management activities is the Coniferous Plantation (58 acres ±). The objective of the proposed management within this area is to increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat. In order to accomplish this objective, the following management activities are required: thin the pine stems to 50 stems per acre, conduct a dormant season prescribed burn to reduce fuel loads and promote species diversity, assess

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natural regeneration and provide supplemental planting if necessary. The following is a summary of the timeline of events for the next six years that are required for this area based upon the Preserve Management Plan. The timeline also specifies the responsible party.

**Nocatee Preserve Management Plan
Summary of Timeline and Responsible Party**

- October-November 2005 (completed by SONOC Company, LLC)**
Mark and thin timber in pine plantation area to 50 stems per acre
- November-December 2005 (completed by SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- December 2005 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- December 2005-March 2006 (SONOC Company, LLC)**
Conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads
- June-September 2006 (SONOC Company, LLC)**
Assess thinned and burned areas (within 6 months) for natural recruitment of native species
Determine if supplemental planting is necessary
- October-November 2006 (SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- November 2006- February 2007 (SONOC Company, LLC)**
Conduct supplemental planting to 100 stems per acre if necessary
- December 2006 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- October-November 2007 (SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- December 2007 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- November 2008-March 2009 (SONOC Company, LLC)**
Potentially conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

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October-November 2008 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2008 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2009 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2009 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2010 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2010 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2011 (St. Johns County)

Conduct annual monitoring and prepare monitoring report

November 2011-March 2012 (St. Johns County)

Potentially conduct prescribed burn or mechanical fuel load reduction

Burn regime will be completed in 3-5 year intervals depending on fuel loads

December 2011 (St. Johns County)

Submit annual monitoring report to St. Johns River Water Management District

St. Johns County would be responsible for the monitoring, maintenance, fuel load reduction and annual reports starting in 2011 and continuing every year thereafter.

In addition to the management activities within the Preserve, there are also boardwalk, trail improvements and other related facilities allowed within the Nocatee Preserve Management Plan. The timing and nature of any improvements to be constructed within the Preserve is at the discretion of the Board of County Commissioners. The Preserve Management Plan outlines only what is allowed in the Preserve and does not obligate the County in any way other than the management activities outlined in the attached timeline summary. Please note that when designing the trails/boardwalks, the St. Johns River Water Management District will want to verify the specific jurisdictional wetland limits in any location where a trail crosses a wetland. Permitting will also be required with both SJRWMD and the U.S. Army Corps of Engineers if wetland impacts are proposed.

ENVIRONMENTAL SERVICES, INC.

I trust that this information will be sufficient for you to complete your review of the Nocatee Preserve management requirements. Should you have any questions or require additional information, please call Tim Hamilton or me.

Sincerely your,

ENVIRONMENTAL SERVICES, INC.


Janice McMahon
Senior Project Manager

cc: Greg Barbour
The PARC Group

JPM/rmb/EJ98023.11/county letter.doc
S: 12/16/05f

DEPARTMENT OF THE ARMY PERMIT

Permittee: SONOC COMPANY, LLC
4310 PABLO OAKS COURT
JACKSONVILLE, FLORIDA 32224

Permit Number: SAJ-2003-1267-MRE

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The permittee is authorized to eliminate or otherwise alter a total of 380.36 acres of waters of the United States (wetlands) to facilitate the establishment of the mixed-use community identified as *Nocatee*, which includes concentrated commercial developments, residential subdivisions, infrastructure, and stormwater management systems; and, to augment the regional transportation network. The work must be completed in accordance with the 18 pages of drawings and other attachments affixed at the end of this permit instrument.

Project Location: The general boundaries of the overall project site are the Intracoastal Waterway (IWW) on the east, Pine Island Road on the south, U.S. Highway 1 on the west, and northward approximately 1.5 miles north of County Road (CR) 210, in Duval and St. Johns Counties, Florida, within the Sections, Townships, and Ranges noted on the attached Table 1.

Latitude & Longitude: Latitude: 30.09°
Longitude: -81.40°

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 1, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided within this permit and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall provide written notification to the U.S. Army Corps of Engineers (Corps), within 72 hours, of the planned date for the commencement of work authorized by this permit. This notification and all subsequent reports and submittals shall be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida, 32202.

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Permit Number: SAJ-2003-1267-MRE
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2. The permittee will implement any measures stipulated by the Corps regarding the implementation of Phase II surveys of Sites 8SJ53, 8SJ3708, 8SJ3717, and 8SJ3722; the implementation of an architectural review of the structure at Site 8SJ3732; and the implementation of any additional measures necessary regarding Sites 8SJ53, 8SJ3708, 8SJ3717, 8SJ3722 and Site 8SJ3732. The permittee is not authorized to conduct any development work that could affect these sites prior to the conclusion of all requisite coordination with the State of Florida, Department of State, Division of Historic Resources, State Historic Preservation Officer (SHPO) and the implementation of any measures mandated by the Corps.

3. Sites 8SJ3705, 8SJ3710, 8SJ3716, 8SJ3721, and 8SJ3732 are located within the *Nocatee Greenways*; the permittee shall preserve these sites or mitigate any potential impacts to these sites in accordance with any actions stipulated by the Corps.

4. Within 30 days of the issuance of any future correspondence from the SHPO, the permittee shall provide a copy of such correspondence to the Corps.

5. To avoid the "take" of an eastern indigo snake (*Drymarchon corais cooperi*), the permittee must implement all of the following measures:

a. The permittee must develop an eastern indigo snake protection/education plan for all construction personnel to follow. The permittee must submit the plan to the U.S. Fish and Wildlife Service for review and approval a minimum of 30 days before any clearing activities. The educational materials for the plan should consist of a combination of posters, videos, pamphlets, and lectures.

b. The permittee must post informational signs throughout the construction site. The informational signs must contain:

(1) a description of the eastern indigo snake, its habits, and its protection under Federal Law;

(2) instructions not to injure, harm, harass, or kill this species;

(3) directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before clearing is resumed; and,

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(4) the telephone numbers of pertinent agencies, as identified through the development of the protection/education plan, to be contacted if a dead eastern indigo snake is encountered.

c. If necessary, eastern indigo snakes shall be held in captivity only long enough to transport them to a release site; at no time shall two snakes be kept in the same container during transportation. Only an individual, who has been either authorized by a section 10(a)(1)(A) permit issued by the U.S. Fish and Wildlife Service, or designated as an agent of the State of Florida by the Florida Fish and Wildlife Conservation Commission for such activities, is permitted to come in contact with or relocate an eastern indigo snake.

d. The permittee must immediately contact the U.S. Fish and Wildlife Service in Jacksonville at 904-232-2580 any time a dead specimen of the eastern indigo snake is found. The permittee must also immediately and thoroughly soak any dead specimen of eastern indigo snake in water, freeze it, and submit it to a U.S. Fish and Wildlife Service representative within 24 hours.

e. The permittee must submit an eastern indigo snake monitoring report to the U.S. Fish and Wildlife Service, Jacksonville Office, within 60 days of the conclusion of clearing phases. The report must be submitted whether or not eastern indigo snakes were observed. The report must contain the following information:

(1) narratives describing any sightings of eastern indigo snakes;

(2) summaries of any relocation efforts, such as the locations where eastern indigo snakes were found and relocated and when the eastern indigo snakes were found and relocated, if relocation was approved through the protection/education plan;

(3) a thorough description of the preserve area for eastern indigo snakes if a preserve area was approved through the protection/education plan; and,

(4) a summary of maintenance activities and maintenance schedules for any preserve area established through the protection/education plan.

6. During the implementation of authorized work, the permittee shall correctly install appropriately sized culverts at all roadway crossings through wetlands to maintain the historic hydrologic connection between the wetlands to either side of such roadway crossings.

7. During the implementation of authorized work, the permittee shall correctly install all of the wildlife crossings noted on the project drawings.

8. The permittee shall submit to the Corps a copy of any and all future State of Florida Environmental Resource Permits and/or Water Quality Certifications issued by the St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (DEP) for the overall Nocatee project, or any portion of the overall work associated with this project, within 60 days of the issuance of such permits.

9. The overall Nocatee project ultimately eliminates or directly alters a maximum of 380.36 acres of wetlands. As mitigation for these impacts the applicant shall ultimately enhance a minimum of 537.11 acres of wetlands and preserve a minimum of 3,450 acres of wetlands, as identified in the overall project drawings. The applicant shall submit functional assessment analyses (such as, but not limited to, Wetland Rapid Assessment Procedure or Uniform Mitigation Assessment Method) documenting the specific mitigation required (wetland enhancement and/or wetland preservation) to compensate the impacts to wetlands associated with each road construction phase, village development, or village phase development. The permittee will complete the mitigation (wetland enhancement and/or wetland preservation) associated with each road construction phase, village development, or village phase development, prior to any of the following events (whichever occurs first): issuance of first certificate of occupancy or use of the infrastructure for its intended purpose.

10. Within wetland enhancement areas, the permittee shall complete the selective clearing of slash pine (*Pinus elliottii*) such that the density of slash pine within these areas is less than 50 stems/trees per acre.

11. To re-establish surface water flow within wetland enhancement areas, during the removal of slash pine within these areas, the permittee shall excavate cross channels, perpendicular to the bedding rows, and/or flatten sections of the bedding rows such that the

elevations within the flattened areas match the elevations of the furrows between adjacent bedding rows to promote more effective hydrologic flow and restore original topographic conditions.

12. Within 1 year of the commencement of each of the actions to enhance wetlands (Special Condition 10, above), the permittee shall randomly plant an equal mixture of bald cypress (*Taxodium distichum*), blackgum (*Nyssa sylvatica* var. *biflora*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), wax myrtle (*Myrica cerifera*), fetterbush (*Lyonia lucida*), and myrtle-leaved holly (*Ilex myrtifolia*) within the specific wetland enhancement area such that the density of the planted species is a minimum of 100 stems per acre and such that no single species comprises more than 30 percent of the total number of trees/shrub planted. The permittee shall randomly plant the trees/shrubs in the enhancement areas to mimic natural conditions rather than planting on measured centers. The permittee shall plant trees that are specified at 3-gallon size (pursuant to Association of Florida Native Nurseries standards), which are one-half to one-inch caliper and five to six feet in height.

13. Within wetland enhancement areas, the permittee shall establish a sufficient number of 25-foot-wide belt transects to sample a minimum of 10 percent of the enhancement areas. Monitoring within each of these belt transects shall, at a minimum, identify the number of each species of tree planted, record the percent survival of each species of tree planted, summarize the natural community, estimate the natural establishment of target vegetative species, and quantify the presence of nuisance/exotic vegetation.

14. Within each of these belt transects, the permittee shall establish a minimum of 10 randomly placed 1-square-meter sampling plots, staked in the field with fixed referenced points. Monitoring within each of these sampling plots shall identify, at a minimum, the composition of ground cover species, quantify the percent cover of these species, and quantify the presence of nuisance/exotic vegetation.

15. The permittee shall periodically conduct manual maintenance of wetland enhancement areas, as necessary, to remove exotic and/or nuisance vegetation such that exotic and/or nuisance vegetation comprises less than 10 percent coverage of wetland enhancement areas.

16. The permittee shall annually monitor each wetland enhancement area for a minimum of 3 years after the planting of each area and, at a minimum, biannually thereafter until the Corps deems each specific wetland enhancement area successful. Monitoring events shall occur in autumn (September/October). A monitoring report shall be submitted to

the Corps within 30 days of each monitoring event. Each monitoring report shall include, at a minimum, qualitative observations of wildlife utilization of each enhancement area, quantitative records of surface water elevations and/or depth to groundwater within each enhancement area, panoramic photographic documentation from a minimum of 5 fixed reference points within each enhancement area, compilations of belt transect data, compilations of sampling plot data, specific information regarding the incidence of nuisance and/or exotic species, an estimation of the coverage of exotic and/or nuisance vegetation within each enhancement area, the methods by which the permittee controlled or removed nuisance and/or exotic species, and the frequency and dates of such maintenance events.

17. The Corps shall declare wetland enhancement areas successful when all of the following success criteria are documented within each of these areas, respectively:

a. at least 80 percent of the planted tree species have survived and are showing signs of normal annual growth;

b. at least 80 percent cover by appropriate wetland herbaceous species has been obtained;

c. hydrological conditions are shown to be in general conformation with adjacent wetland; and

d. the above criteria have been achieved for a minimum of three consecutive years.

18. Prior to dredging, filling, or clearing of any jurisdictional wetlands, the sale of any lot or parcel, or the use of infrastructure for its intended purpose (whichever occurs first) within each road construction phase, village development, or village phase development, the permittee will have legally sufficient conservation easements prepared to ensure that, at a minimum, the areas identified in the overall project drawings as wetland preservation (a minimum of 3,450 acres) and wetland enhancement (a minimum of 537.11 acres) will remain in their natural state in perpetuity. The conservation easement must encompass a minimum of 3,987.11 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing (hand or mechanical), agricultural activities, planting, or other construction work whatsoever except as authorized by, or required by, this permit.

19. The permittee will prepare the proposed conservation easements, including surveyor's sketches and legal descriptions of the areas in question and furnish the same to the Jacksonville District Office of

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Counsel, c/o the Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

20. Within 30 days of Corps' approval of the proposed easements, the permittee will record the easement or easements in the public records of St. Johns or Duval County, Florida, as determined by the location of the easement or easements. Within 30 days of recordation, a certified copy of the recorded document or documents, plat or plats, and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.

21. The Permittee must show that it has clear title to all of the real property and can legally place it under conservation easement. Along with the submittal of the draft conservation easement or easements, the Permittee shall submit a title insurance commitment for the property that is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement or easements, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.

22. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easements to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.

23. Grantee shall not assign its rights or obligations under the conservation easements except to another organization qualified to hold such interests under the applicable state and federal laws, including §704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign any such conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement or easements must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished to the Corps.

24. The permittee shall provide as-built drawings of the completed work, including any mitigation work required by this permit, and a completed As-Built Certification Form. The drawings and Certification Form are to be submitted within 60 days of the completion of work, including any mitigation work, or at the expiration of the construction authorization of the permit, whichever comes first. The

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 9 of 16

drawings and As-Built Certification Form must be signed and sealed by a professional engineer registered in the State of Florida. A blank As-Built Certification Form is attached. The permittee has the option to submit As-Built drawings for each road construction phase, village development, or village phase development as work within these portions of the overall project is completed.

25. The submitted As-Built Certification Form and drawings shall include the following:

- a. the Department of the Army Permit number on each sheet;
- b. a plan of the overall footprint of the project showing all "earth disturbance", including wetland impacts, water management structures, and any on-site mitigation areas;
- c. a detailed plan view of all enhanced and/or preserved (as appropriate) mitigation areas (showing planting zones) and cross-sections of the mitigation areas (showing elevations corresponding to the plantings and elevations of the inverts of any inflow and/or outflow control structures servicing the mitigation areas);
- d. any stormwater management system that is a part of, or connected to, a wetland enhancement or preservation mitigation project (this information shall include, but not be limited to, the elevation of the inverts of any control structures and drawings depicting any stormwater retentions ponds with the depths and side-slopes of the ponds clearly delineated);
- e. a description of any deviations from the authorized work (In the event that the completed work deviates, in any manner, from the authorized work, the permittee shall describe, on the As-Built Certification Form, the deviations between the work authorized by the permit and the work as constructed. Any deviations shall also be depicted in the as-built drawings. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers and any deviations will be reviewed by the Enforcement Section to determine the need for enforcement action); and,
- f. pre- and post-construction aerial photographs of the project site, if available.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

H.J. Skelton
(PERMITTEE)

9/29/05
(DATE)

H. J. SKELTON
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[Signature]
(DISTRICT ENGINEER)
Robert M. Carpenter
Colonel, U.S. Army

9/29/05
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.
ST. JOHNS COUNTY, FLORIDA

(TRANSFEREE-SIGNATURE)

(DATE)

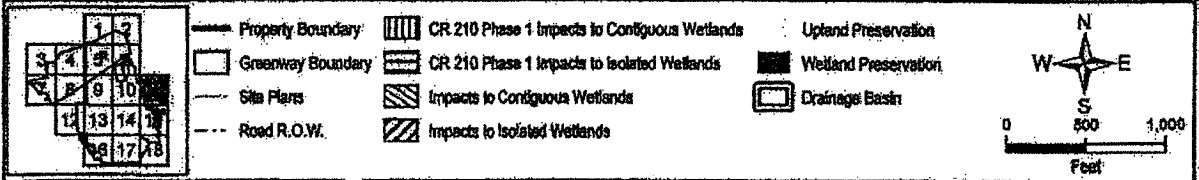
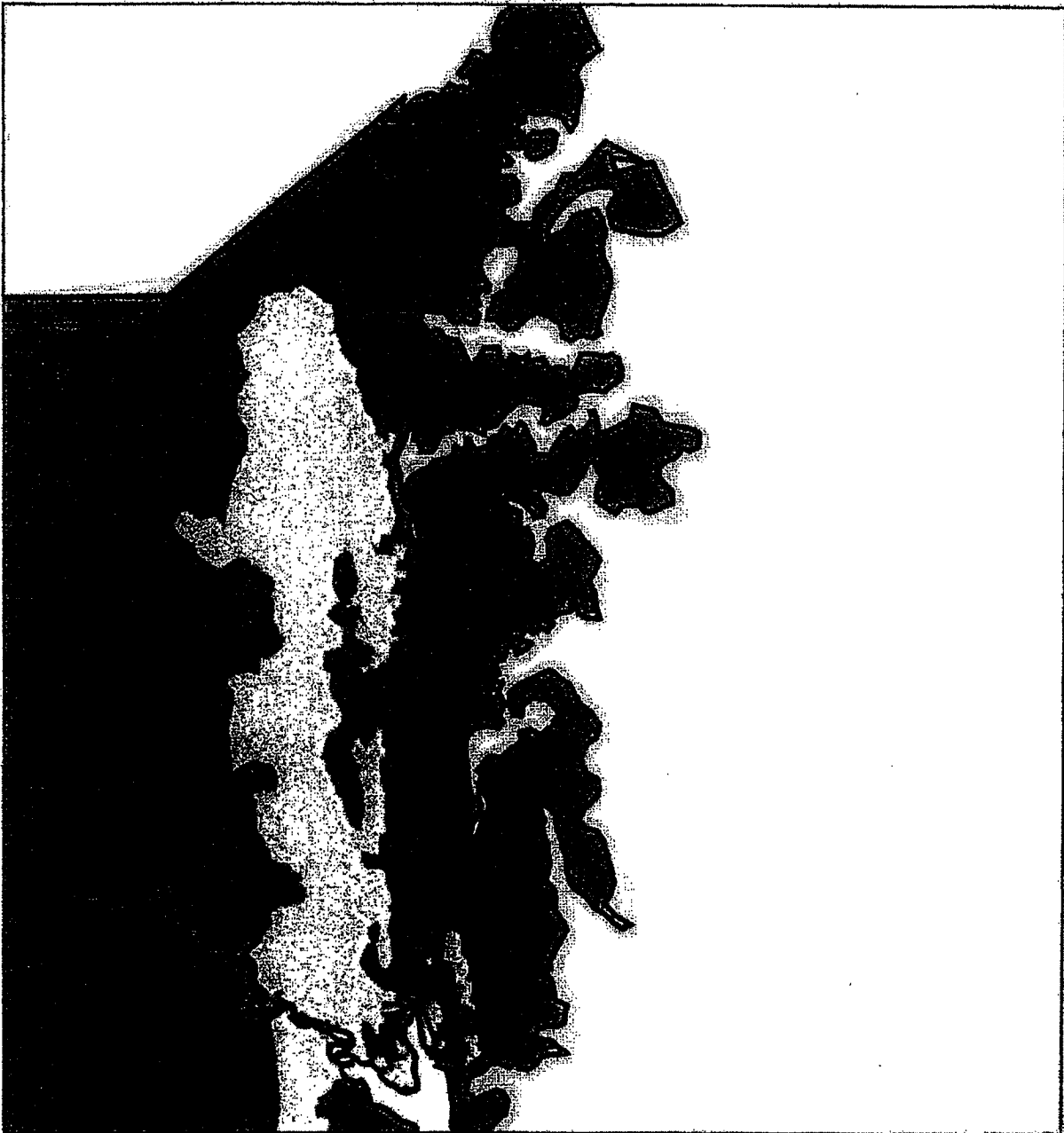
(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

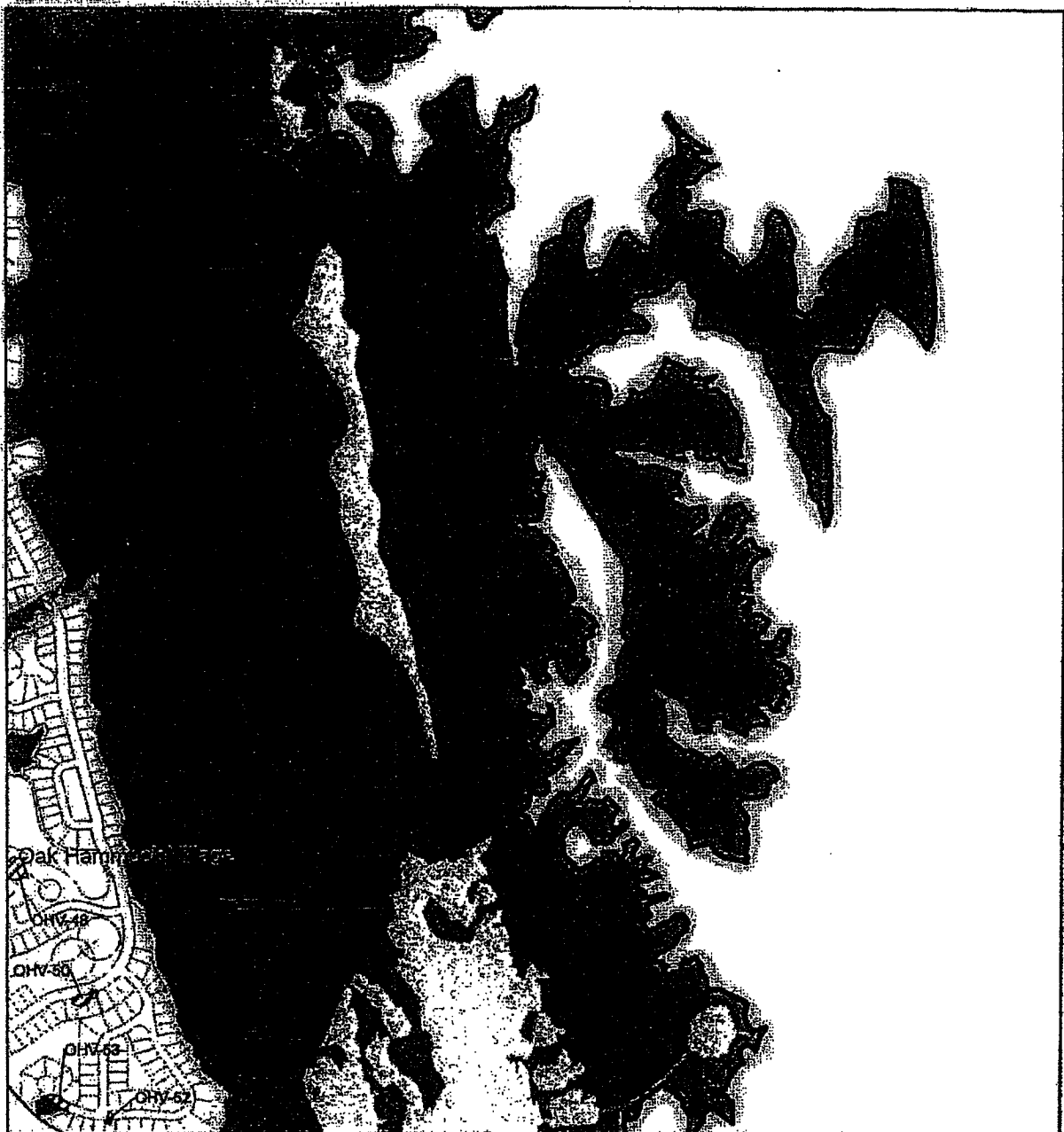
This is a partial transfer, related only to the real property described on the attached Exhibit "A" and shown as the Conveyed Parcel on the attached key map.

Conveyed Parcel

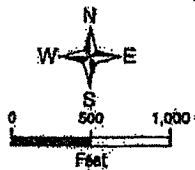


Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
 Date: Sep 21, 2005
 Drawn By: JRN
 Figure: 11

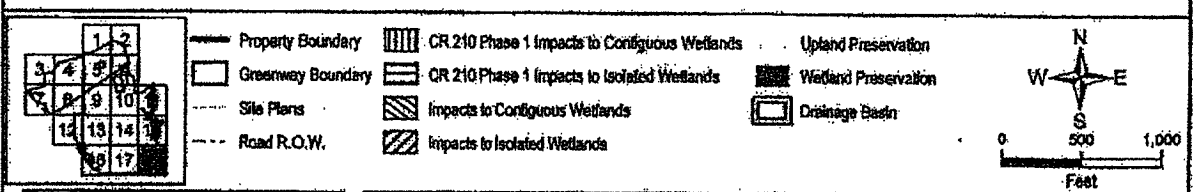
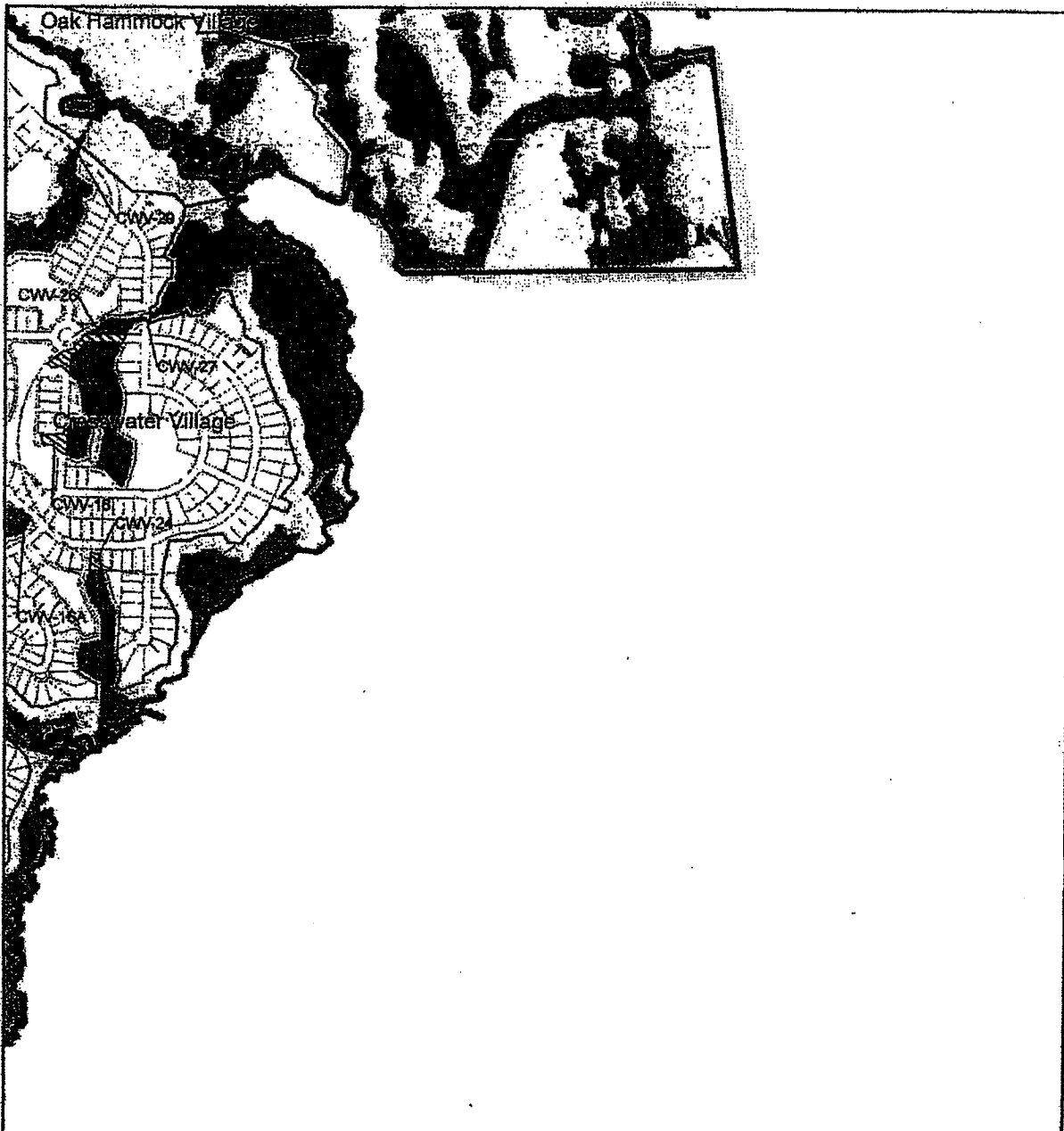


	Property Boundary	CR 210 Phase 1 Impacts to Contiguous Wetlands	Upland Preservation
	Greenway Boundary	CR 210 Phase 1 Impacts to Isolated Wetlands	Wetland Preservation
	Site Plans	Impacts to Contiguous Wetlands	Drainage Basin
	Road R.O.W.	Impacts to Isolated Wetlands	



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 15



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: E198023.04
 Date: Sep 21, 2005
 Drawn By: JRN
 Figure: 18

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwestery along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwestery and Southwesterly, departing said Northwestery line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesternly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesternly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesternly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesternly, Southwesternly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesternly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East; departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°38'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°36'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N08°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'56"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.60
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N66°14'47"E	318.46
L55	N82°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°36'02"W	161.52
L61	N37°32'59"E	207.83
L62	N67°04'16"W	88.99
L63	N52°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N66°30'26"W	763.54
L70	N27°48'18"E	318.64
L71	S61°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.61
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	361.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'42"W	87.35
L97	N06°45'41"W	279.90
L98	N45°06'38"E	227.48

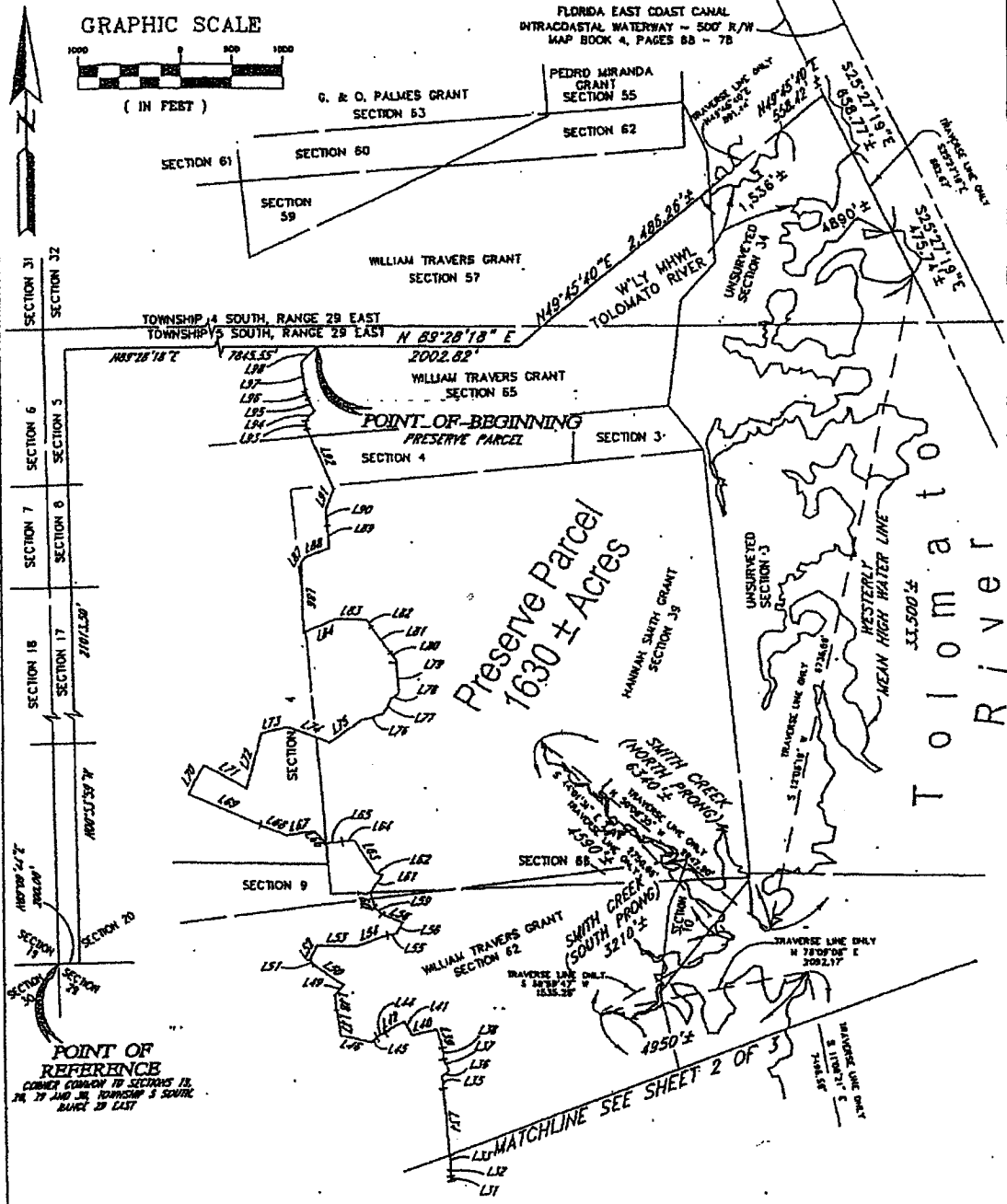
Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

ATTACHMENT B

Sketch of Property

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF UNSURVEYED SECTION 34 AND A PORTION OF SECTION 57 OF THE WILLIAM TRAVERS GRANT LYING WITHIN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA TOGETHER WITH ALL OF FRACTIONAL SECTIONS 3 AND 10, AND ALL OF SECTION 68 OF THE WILLIAM TRAVERSE OR SMITH GRANT, TOGETHER WITH A PORTION OF FRACTIONAL SECTIONS 4, 9, 15 AND 16, UNSURVEYED SECTIONS 3, 10 AND 15, A PORTION OF SECTION 39 OF THE HANNAH SMITH GRANT, A PORTION OF SECTION 62 OF THE WILLIAM TRAVERS GRANT, A PORTION OF SECTION 65 OF THE WILLIAM TRAVERS GRANT, ALL LYING WITHIN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT



Robert M. Angas Associates, Inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

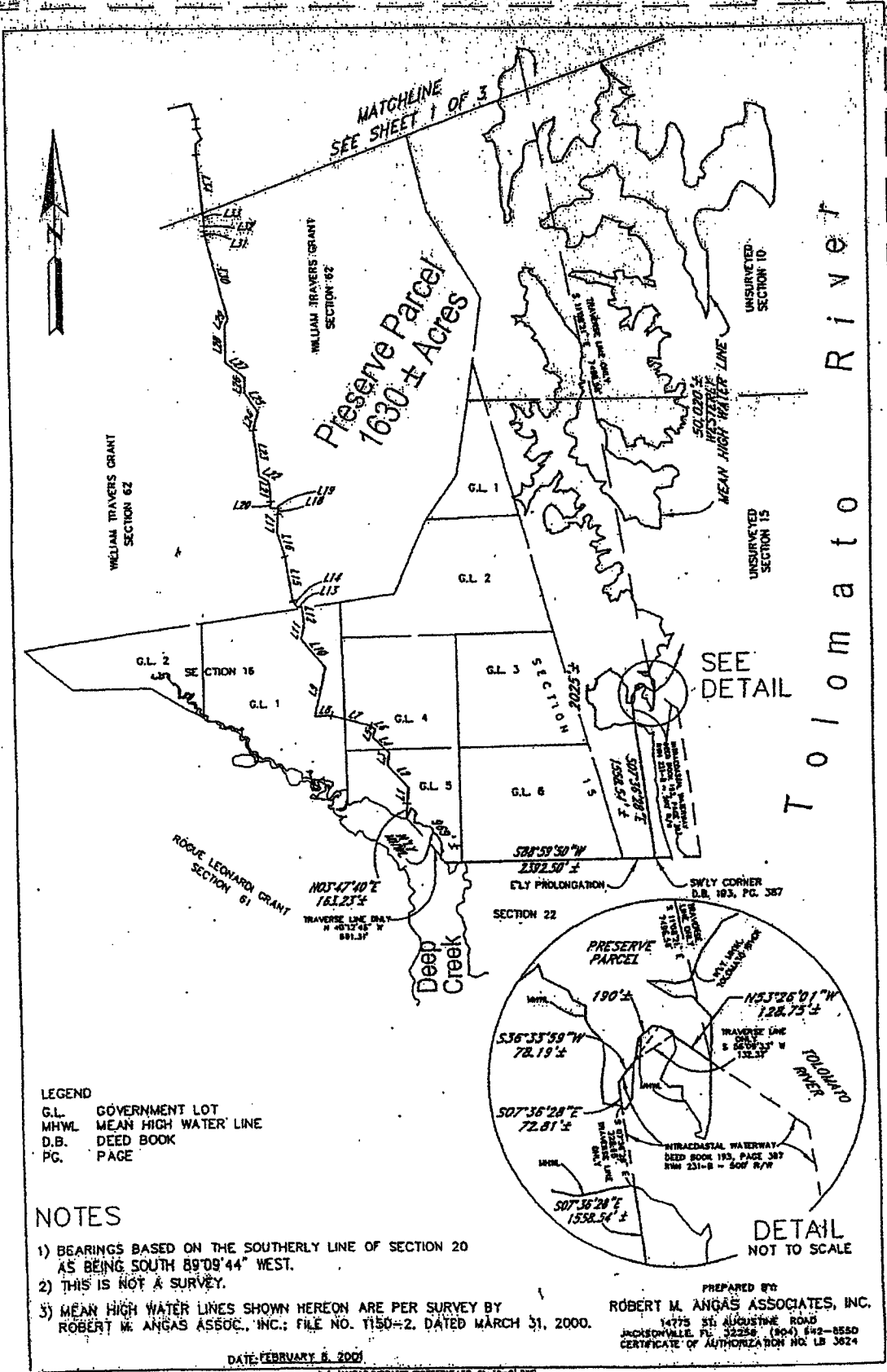
14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 8, 2001

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

David L. Lampp

DAVID L. LAMPP
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA P.S.M. No. 3355



LEGEND
 G.L. GOVERNMENT LOT
 MHWL MEAN HIGH WATER LINE
 D.B. DEED BOOK
 PG. PAGE

- NOTES
- 1) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 20 AS BEING SOUTH 89°09'44" WEST.
 - 2) THIS IS NOT A SURVEY.
 - 3) MEAN HIGH WATER LINES SHOWN HEREON ARE PER SURVEY BY ROBERT M. ANGAS ASSOC., INC.; FILE NO. T150-2, DATED MARCH 31, 2000.

PREPARED BY:
 ROBERT M. ANGAS ASSOCIATES, INC.
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32234 (904) 492-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3624

DATE: FEBRUARY 6, 2001

ATTACHMENT C

Management Plan Letter

ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, SUITE 100
JACKSONVILLE, FLORIDA 32256
904-470-2200 • FAX 904-470-2112
www.esinc.cc

16 December 2005

Mr. Tony Cubbedge
St. Johns County
Land Management Coordinator
4020 Lewis Speedway
P.O. Drawer 349
St. Augustine, Florida 32084

RE: Nocatee Preserve

Dear Tony:

Pursuant to our recent meeting (9 December 2005), Environmental Services, Inc. (ESI), herein provides a narrative and approximate timeline for the required management activities within the Nocatee Preserve.

All proposed management activities correspond to the approved Nocatee Preserve Management Plan dated 2 February 2004, which was approved by the St. Johns River Water Management District on 13 April 2004 (Permit No. 4-031-87432-1) and the U.S. Army Corps of Engineers on 1 October 2005 (Permit No. SAJ-2003-1267-MRE).

Each community type within the Preserve was evaluated and a specific management plan developed in order to meet the objective of maintaining a healthy natural ecosystem. Please refer to the Nocatee Preserve Management Summary page enclosed. The following community types require no active management activities, only yearly monitoring and removal, if necessary, of exotic/invasive species: Saltmarsh, Stream and Lake Swamp, Wet Coniferous Plantation, Live Oak, Pine-Mesic Oak and Temperate Hardwoods. Please note, the Wet Coniferous Plantation community does address specific management activities (wetland enhancement); however, this enhancement area was not part of the final permit mitigation maps or calculations and therefore, the management activities are not required.

The only community type requiring active management activities is the Coniferous Plantation (58 acres ±). The objective of the proposed management within this area is to increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat. In order to accomplish this objective, the following management activities are required: thin the pine stems to 50 stems per acre, conduct a dormant season prescribed burn to reduce fuel loads and promote species diversity, assess

ENVIRONMENTAL SERVICES, INC.

natural regeneration and provide supplemental planting if necessary. The following is a summary of the timeline of events for the next six years that are required for this area based upon the Preserve Management Plan. The timeline also specifies the responsible party.

**Nocatee Preserve Management Plan
Summary of Timeline and Responsible Party**

- October-November 2005 (completed by SONOC Company, LLC)**
Mark and thin timber in pine plantation area to 50 stems per acre
- November-December 2005 (completed by SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- December 2005 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- December 2005-March 2006 (SONOC Company, LLC)**
Conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads
- June-September 2006 (SONOC Company, LLC)**
Assess thinned and burned areas (within 6 months) for natural recruitment of native species
Determine if supplemental planting is necessary
- October-November 2006 (SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- November 2006- February 2007 (SONOC Company, LLC)**
Conduct supplemental planting to 100 stems per acre if necessary
- December 2006 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- October-November 2007 (SONOC Company, LLC)**
Conduct annual monitoring and prepare monitoring report
- December 2007 (SONOC Company, LLC)**
Submit annual monitoring report to St. Johns River Water Management District
- November 2008-March 2009 (SONOC Company, LLC)**
Potentially conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

ENVIRONMENTAL SERVICES, INC.

October-November 2008 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2008 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2009 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2009 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2010 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2010 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2011 (St. Johns County)

Conduct annual monitoring and prepare monitoring report

November 2011-March 2012 (St. Johns County)

Potentially conduct prescribed burn or mechanical fuel load reduction

Burn regime will be completed in 3-5 year intervals depending on fuel loads

December 2011 (St. Johns County)

Submit annual monitoring report to St. Johns River Water Management District

St. Johns County would be responsible for the monitoring, maintenance, fuel load reduction and annual reports starting in 2011 and continuing every year thereafter.

In addition to the management activities within the Preserve, there are also boardwalk, trail improvements and other related facilities allowed within the Nocatee Preserve Management Plan. The timing and nature of any improvements to be constructed within the Preserve is at the discretion of the Board of County Commissioners. The Preserve Management Plan outlines only what is allowed in the Preserve and does not obligate the County in any way other than the management activities outlined in the attached timeline summary. Please note that when designing the trails/boardwalks, the St. Johns River Water Management District will want to verify the specific jurisdictional wetland limits in any location where a trail crosses a wetland. Permitting will also be required with both SJRWMD and the U.S. Army Corps of Engineers if wetland impacts are proposed.

ENVIRONMENTAL SERVICES, INC.

I trust that this information will be sufficient for you to complete your review of the Nocatee Preserve management requirements. Should you have any questions or require additional information, please call Tim Hamilton or me.

Sincerely your,

ENVIRONMENTAL SERVICES, INC.


Janice McMahon
Senior Project Manager

cc: Greg Barbour
The PARC Group

JPM/rmb/EJ98023.11/county letter.doc
S: 12/16/05

EXHIBIT "G" TO RESOLUTION

SONOC COMPANY, LLC
4310 Pablo Oaks Court
Jacksonville, Florida 32224
(904) 223-4700

January ____, 2006

VIA COURIER

Lisa Abernathy
U.S. Army Corps of Engineers
Regulatory Division
701 San Marco Boulevard, 6th Floor
Jacksonville, Florida 32207

RE: Nocatee / ACOE # SAJ-2003-1267-MRE
Notice and Request for Permit Transfer

Dear Ms. Abernathy:

We hereby notify the ACOE that certain portions of the lands subject to ACOE Permit Number SAJ-2003-1267-MRE (the "Permit") have been conveyed to St. Johns County, Florida, whose address is 4020 Lewis Speedway, Jacksonville, Florida 32085 ("St. Johns County"). The conveyance occurred on January ____, 2006. The executed Permit transfer is enclosed as Attachment A. A copy of the deed effectuating the conveyance is enclosed as Attachment B. The lands so conveyed are described in the legal description contained in Attachment B, and graphically depicted on Attachment C (the "Conveyed Lands").

Further, we hereby request that the ACOE transfer the Permit to St. Johns County for the portions of the Permit associated with the Conveyed Lands.

Please be advised that SONOC Company, LLC ("SONOC"), pursuant to Section 3 of the deed, has reserved the right to conduct wetlands mitigation activities on the Conveyed Lands for a period of ten (10) years. In addition, please be advised that SONOC and St. Johns County have allocated management activities pursuant to the Nocatee Preserve Management Plan dated February 2, 2004 as set forth in the letter attached hereto as Attachment D.

Please contact me if you have any questions.

{This space left blank intentionally}

Notice of Conveyance and Request to Transfer:
Portions of Permit No. SAJ-2003-1267-MRE (Nocatee)
January __, 2006
Page 2

Very Truly Yours,

ORIGINAL PERMITTEE

SONOC COMPANY, LLC
a Delaware limited liability company,

By: _____

Name: _____

Title: _____

4310 Pablo Oaks Court
Jacksonville, FL 32224
(904) 223-4700

Notice of Conveyance and Request to Transfer:
Portions of Permit No. SAJ-2003-1267-MRE (Nocatee)
January __, 2006
Page 3

TRANSFeree

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

4020 Lewis Speedway
Jacksonville, Florida 32085

ATTACHMENT A

The Permit Transfer

DEPARTMENT OF THE ARMY PERMIT

Permittee: SONOC COMPANY, LLC
4310 PABLO OAKS COURT
JACKSONVILLE, FLORIDA 32224

Permit Number: SAJ-2003-1267-MRE

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The permittee is authorized to eliminate or otherwise alter a total of 380.36 acres of waters of the United States (wetlands) to facilitate the establishment of the mixed-use community identified as Nocate, which includes concentrated commercial developments, residential subdivisions, infrastructure, and stormwater management systems; and, to augment the regional transportation network. The work must be completed in accordance with the 18 pages of drawings and other attachments affixed at the end of this permit instrument.

Project Location: The general boundaries of the overall project site are the Intracoastal Waterway (IWW) on the east, Pine Island Road on the south, U.S. Highway 1 on the west, and northward approximately 1.5 miles north of County Road (CR) 210, in Duval and St. Johns Counties, Florida, within the Sections, Townships, and Ranges noted on the attached Table I.

Latitude & Longitude: Latitude: 30.09°
Longitude: -81.40°

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 1, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 2 of 16

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided within this permit and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall provide written notification to the U.S. Army Corps of Engineers (Corps), within 72 hours, of the planned date for the commencement of work authorized by this permit. This notification and all subsequent reports and submittals shall be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida, 32202.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 3 of 16

2. The permittee will implement any measures stipulated by the Corps regarding the implementation of Phase II surveys of Sites 88J353, 88J3708, 88J3717, and 88J3722; the implementation of an architectural review of the structure at Site 88J3732; and the implementation of any additional measures necessary regarding Sites 88J53, 88J3708, 88J3717, 88J3722 and Site 88J3732. The permittee is not authorized to conduct any development work that could affect these sites prior to the conclusion of all requisite coordination with the State of Florida, Department of State, Division of Historic Resources, State Historic Preservation Officer (SHPO) and the implementation of any measures mandated by the Corps.

3. Sites 88J3705, 88J3710, 88J3716, 88J3721, and 88J3732 are located within the *Nocatee Greenways*; the permittee shall preserve these sites or mitigate any potential impacts to these sites in accordance with any actions stipulated by the Corps.

4. Within 30 days of the issuance of any future correspondence from the SHPO, the permittee shall provide a copy of such correspondence to the Corps.

5. To avoid the "take" of an eastern indigo snake (*Drymarchon corais couperi*), the permittee must implement all of the following measures:

a. The permittee must develop an eastern indigo snake protection/education plan for all construction personnel to follow. The permittee must submit the plan to the U.S. Fish and Wildlife Service for review and approval a minimum of 30 days before any clearing activities. The educational materials for the plan should consist of a combination of posters, videos, pamphlets, and lectures.

b. The permittee must post informational signs throughout the construction site. The informational signs must contain:

(1) a description of the eastern indigo snake, its habits, and its protection under Federal Law;

(2) instructions not to injure, harm, harass, or kill this species;

(3) directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before clearing is resumed; and,

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 4 of 15

(4) the telephone numbers of pertinent agencies, as identified through the development of the protection/education plan, to be contacted if a dead eastern indigo snake is encountered.

c. If necessary, eastern indigo snakes shall be held in captivity only long enough to transport them to a release site; at no time shall two snakes be kept in the same container during transportation. Only an individual, who has been either authorized by a section 10(a)(1)(A) permit issued by the U.S. Fish and Wildlife Service, or designated as an agent of the State of Florida by the Florida Fish and Wildlife Conservation Commission for such activities, is permitted to come in contact with or relocate an eastern indigo snake.

d. The permittee must immediately contact the U.S. Fish and Wildlife Service in Jacksonville at 904-252-2580 any time a dead specimen of the eastern indigo snake is found. The permittee must also immediately and thoroughly soak any dead specimen of eastern indigo snake in water, freeze it, and submit it to a U.S. Fish and Wildlife Service representative within 24 hours.

e. The permittee must submit an eastern indigo snake monitoring report to the U.S. Fish and Wildlife Service, Jacksonville Office, within 60 days of the conclusion of clearing phases. The report must be submitted whether or not eastern indigo snakes were observed. The report must contain the following information:

(1) narratives describing any sightings of eastern indigo snakes;

(2) summaries of any relocation efforts, such as the locations where eastern indigo snakes were found and relocated and when the eastern indigo snakes were found and relocated, if relocation was approved through the protection/education plan;

(3) a thorough description of the preserve area for eastern indigo snakes if a preserve area was approved through the protection/education plan; and,

(4) a summary of maintenance activities and maintenance schedules for any preserve area established through the protection/education plan.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 5 of 16

6. During the implementation of authorized work, the permittee shall correctly install appropriately sized culverts at all roadway crossings through wetlands to maintain the historic hydrologic connection between the wetlands to either side of such roadway crossings.

7. During the implementation of authorized work, the permittee shall correctly install all of the wildlife crossings noted on the project drawings.

8. The permittee shall submit to the Corps a copy of any and all future State of Florida Environmental Resource Permits and/or Water Quality Certifications issued by the St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (DEP) for the overall Nocatee project, or any portion of the overall work associated with this project, within 60 days of the issuance of such permits.

9. The overall Nocatee project ultimately eliminates or directly alters a maximum of 380.36 acres of wetlands. As mitigation for these impacts the applicant shall ultimately enhance a minimum of 597.11 acres of wetlands and preserve a minimum of 3,450 acres of wetlands, as identified in the overall project drawings. The applicant shall submit functional assessment analyses (such as, but not limited to, Wetland Rapid Assessment Procedure or Uniform Mitigation Assessment Method) documenting the specific mitigation required (wetland enhancement and/or wetland preservation) to compensate the impacts to wetlands associated with each road construction phase, village development, or village phase development. The permittee will complete the mitigation (wetland enhancement and/or wetland preservation) associated with each road construction phase, village development, or village phase development, prior to any of the following events (whichever occurs first): issuance of first certificate of occupancy or use of the infrastructure for its intended purpose.

10. Within wetland enhancement areas, the permittee shall complete the selective clearing of slash pine (*Pinus elliottii*) such that the density of slash pine within these areas is less than 50 stems/trees per acre.

11. To re-establish surface water flow within wetland enhancement areas, during the removal of slash pine within these areas, the permittee shall excavate cross channels, perpendicular to the bedding rows, and/or flatten sections of the bedding rows such that the

elevations within the flattened areas match the elevations of the furrows between adjacent bedding rows to promote more effective hydrologic flow and restore original topographic conditions.

12. Within 1 year of the commencement of each of the actions to enhance wetlands (Special Condition 10, above), the permittee shall randomly plant an equal mixture of bald cypress (*Taxodium distichum*), blackgum (*Nyssa sylvatica* var. *biflora*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), wax myrtle (*Myrica caribaea*), fetterbush (*Iyonia lucida*), and myrtle-leaved holly (*Ilex myrtifolia*) within the specific wetland enhancement area such that the density of the planted species is a minimum of 100 stems per acre and such that no single species comprises more than 30 percent of the total number of trees/shrub planted. The permittee shall randomly plant the trees/shrubs in the enhancement areas to mimic natural conditions rather than planting on measured centers. The permittee shall plant trees that are specified at 3-gallon size (pursuant to Association of Florida Native Nurseries standards), which are one-half to one-inch caliper and five to six feet in height.

13. Within wetland enhancement areas, the permittee shall establish a sufficient number of 25-foot-wide belt transects to sample a minimum of 10 percent of the enhancement areas. Monitoring within each of these belt transects shall, at a minimum, identify the number of each species of tree planted, record the percent survival of each species of tree planted, summarize the natural community, estimate the natural establishment of target vegetative species, and quantify the presence of nuisance/exotic vegetation.

14. Within each of these belt transects, the permittee shall establish a minimum of 10 randomly placed 1-square-meter sampling plots, staked in the field with fixed referenced points. Monitoring within each of these sampling plots shall identify, at a minimum, the composition of ground cover species, quantify the percent cover of these species, and quantify the presence of nuisance/exotic vegetation.

15. The permittee shall periodically conduct manual maintenance of wetland enhancement areas, as necessary, to remove exotic and/or nuisance vegetation such that exotic and/or nuisance vegetation comprises less than 10 percent coverage of wetland enhancement areas.

16. The permittee shall annually monitor each wetland enhancement area for a minimum of 3 years after the planting of each area and, at a minimum, biannually thereafter until the Corps deems each specific wetland enhancement area successful. Monitoring events shall occur in autumn (September/October). A monitoring report shall be submitted to

the Corps within 30 days of each monitoring event. Each monitoring report shall include, at a minimum, qualitative observations of wildlife utilization of each enhancement area, quantitative records of surface water elevations and/or depth to groundwater within each enhancement area, panoramic photographic documentation from a minimum of 5 fixed reference points within each enhancement area, compilations of belt transect data, compilations of sampling plot data, specific information regarding the incidence of nuisance and/or exotic species, an estimation of the coverage of exotic and/or nuisance vegetation within each enhancement area, the methods by which the permittee controlled or removed nuisance and/or exotic species, and the frequency and dates of such maintenance events.

17. The Corps shall declare wetland enhancement areas successful when all of the following success criteria are documented within each of these areas, respectively:

a. at least 80 percent of the planted tree species have survived and are showing signs of normal annual growth;

b. at least 80 percent cover by appropriate wetland herbaceous species has been obtained;

c. hydrological conditions are shown to be in general conformation with adjacent wetland; and

d. the above criteria have been achieved for a minimum of three consecutive years.

18. Prior to dredging, filling, or clearing of any jurisdictional wetlands, the sale of any lot or parcel, or the use of infrastructure for its intended purpose (whichever occurs first) within each road construction phase, village development, or village phase development, the permittee will have legally sufficient conservation easements prepared to ensure that, at a minimum, the areas identified in the overall project drawings as wetland preservation (a minimum of 3,450 acres) and wetland enhancement (a minimum of 537.11 acres) will remain in their natural state in perpetuity. The conservation easement must encompass a minimum of 3,987.11 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing (hand or mechanical), agricultural activities, planting, or other construction work whatsoever except as authorized by, or required by, this permit.

19. The permittee will prepare the proposed conservation easements, including surveyor's sketches and legal descriptions of the areas in question and furnish the same to the Jacksonville District Office of

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 8 of 16

Counsel, c/o the Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

20. Within 30 days of Corps' approval of the proposed easements, the permittee will record the easement or easements in the public records of St. Johns or Duval County, Florida, as determined by the location of the easement or easements. Within 30 days of recordation, a certified copy of the recorded document or documents, plat or plats, and verification of acceptance from the grantee will be forwarded to the Jacksonville District Office.

21. The Permittee must show that it has clear title to all of the real property and can legally place it under conservation easement. Along with the submittal of the draft conservation easement or easements, the Permittee shall submit a title insurance commitment for the property that is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement or easements, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.

22. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easements to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.

23. Grantee shall not assign its rights or obligations under the conservation easements except to another organization qualified to hold such interests under the applicable state and federal laws, including §704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign any such conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement or easements must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished to the Corps.

24. The permittee shall provide as-built drawings of the completed work, including any mitigation work required by this permit, and a completed As-Built Certification Form. The drawings and Certification Form are to be submitted within 60 days of the completion of work, including any mitigation work, or at the expiration of the construction authorization of the permit, whichever comes first. The

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 9 of 16

drawings and As-Built Certification Form must be signed and sealed by a professional engineer registered in the State of Florida. A blank As-Built Certification Form is attached. The permittee has the option to submit As-Built drawings for each road construction phase, village development, or village phase development as work within these portions of the overall project is completed.

25. The submitted As-Built Certification Form and drawings shall include the following:

- a. the Department of the Army Permit number on each sheet;
- b. a plan of the overall footprint of the project showing all "earth disturbances", including wetland impacts, water management structures, and any on-site mitigation areas;
- c. a detailed plan view of all enhanced and/or preserved (as appropriate) mitigation areas (showing planting zones) and cross-sections of the mitigation areas (showing elevations corresponding to the plantings and elevations of the inverts of any inflow and/or outflow control structures servicing the mitigation areas);
- d. any stormwater management system that is a part of, or connected to, a wetland enhancement or preservation mitigation project (this information shall include, but not be limited to, the elevation of the inverts of any control structures and drawings depicting any stormwater retention ponds with the depths and side-slopes of the ponds clearly delineated);
- e. a description of any deviations from the authorized work (in the event that the completed work deviates, in any manner, from the authorized work, the permittee shall describe, on the As-Built Certification Form, the deviations between the work authorized by the permit and the work as constructed. Any deviations shall also be depicted in the as-built drawings. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers and any deviations will be reviewed by the Enforcement Section to determine the need for enforcement action); and,
- f. pre- and post-construction aerial photographs of the project site, if available.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 10 of 16

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 11 of 15

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 12 of 16

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

H. J. Skelton
(PERMITTEE)

9/29/05
(DATE)

H. J. SKELTON
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[Signature]
(DISTRICT ENGINEER)
Robert M. Carpenter
Colonel, U.S. Army

9/29/05
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit, and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.
ST. JOHN'S COUNTY, FLORIDA

(TRANSFEREE-SIGNATURE)

(DATE)

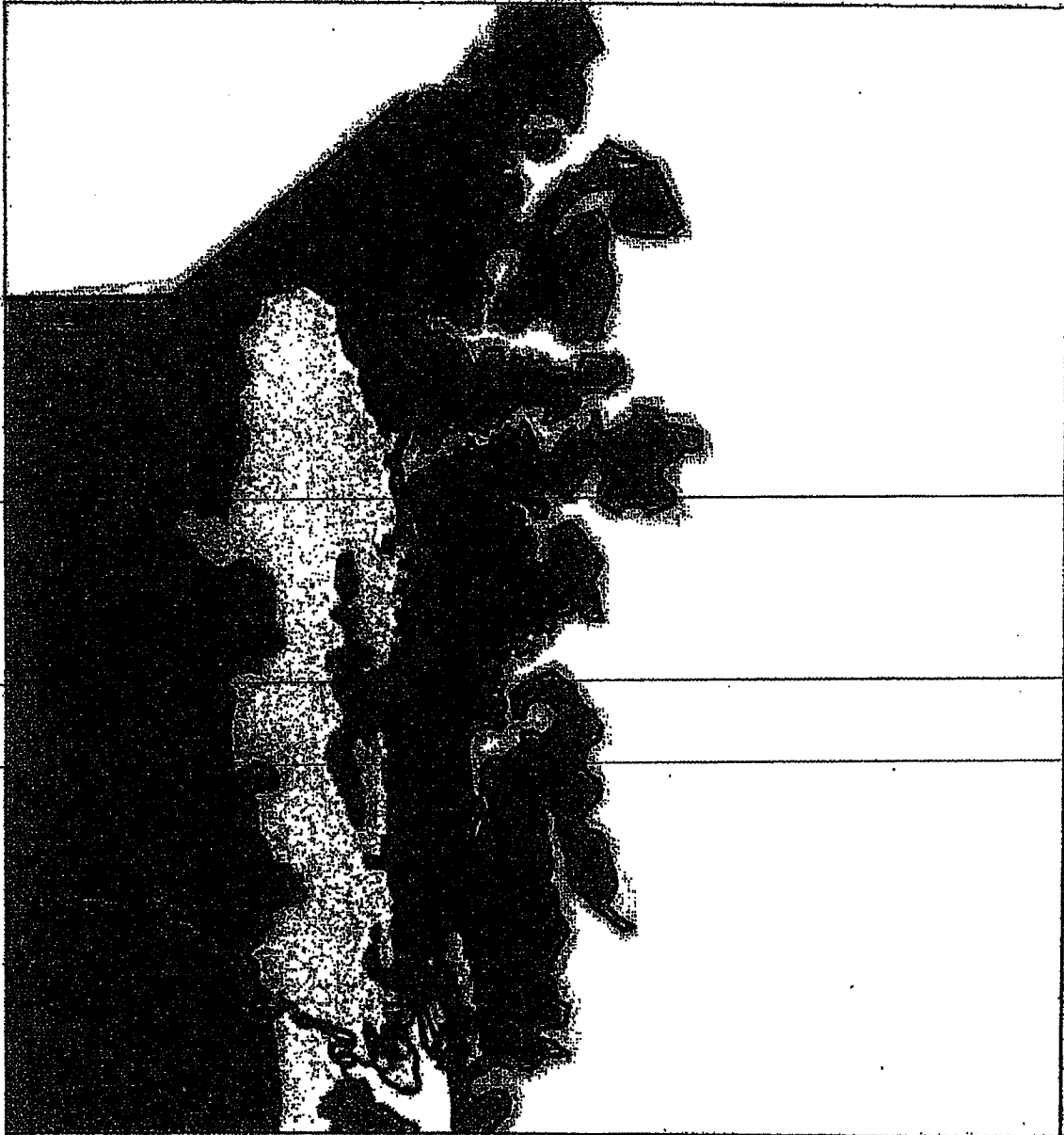
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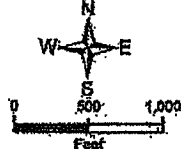
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

This is a partial transfer, related only to the real property described on the attached Exhibit "A" and shown as the Conveyed Parcel on the attached key map.

Conveyed Parcel



	<ul style="list-style-type: none">  Property Boundary  Greenway Boundary  Site Plans  Road/R.O.W. 	<ul style="list-style-type: none">  CR-210 Phase 1 Impacts to Contiguous Wetlands  CR-210 Phase 1 Impacts to Isolated Wetlands  Impacts to Contiguous Wetlands  Impacts to Isolated Wetlands 	<ul style="list-style-type: none">  Upland Preservation  Wetland Preservation  Drainage Basin 	 <p style="text-align: center;">N W E S 0 500 1,000 Feet</p>
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Wetland Impacts
NOCATEE
Duval & St. Johns County, Florida

Project: EJ98023.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 11



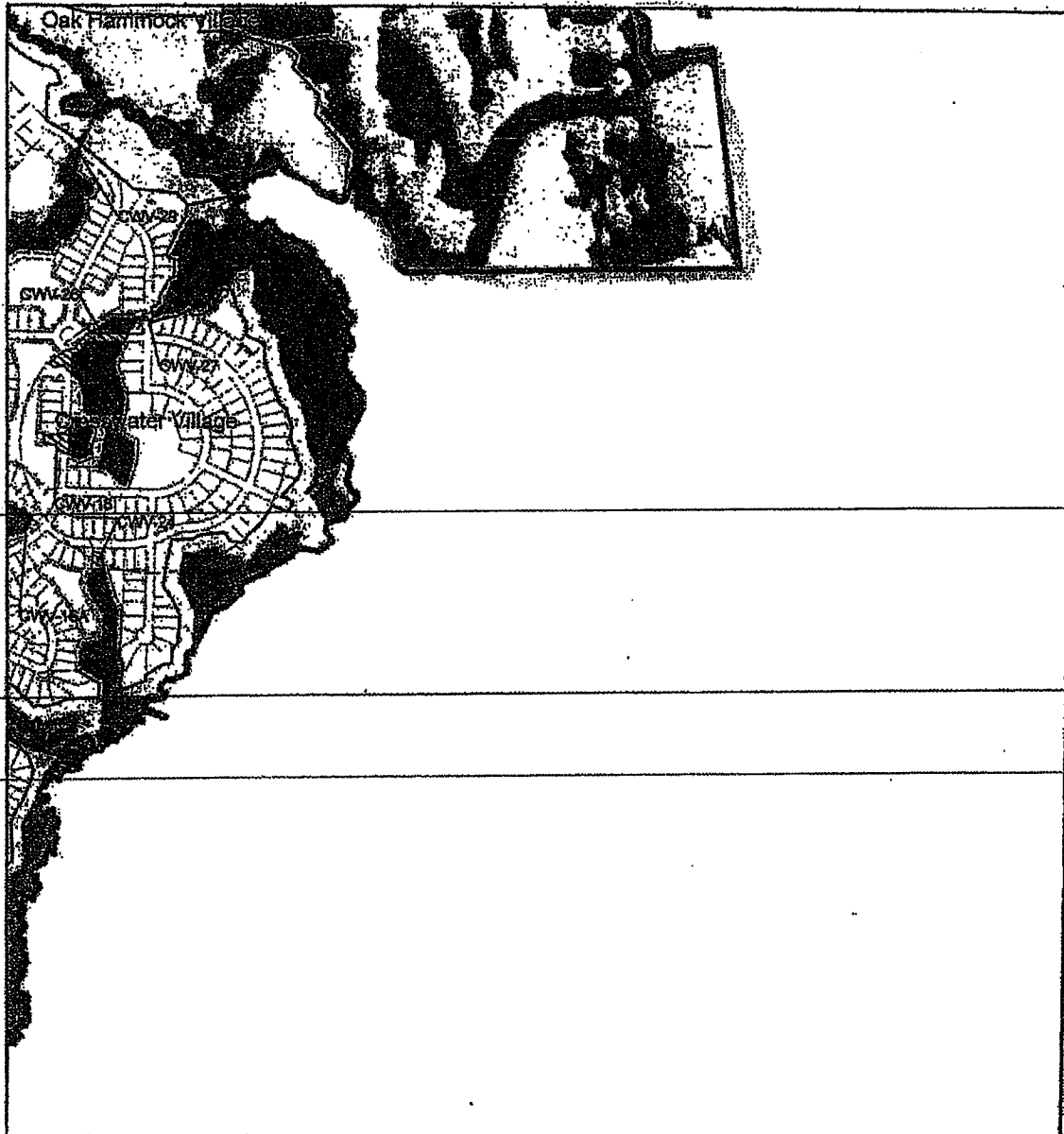
	Property Boundary	CR 210 Phase 1 Impacts to Contiguous Wetlands	Upland Preservation
	Greenway Boundary	CR 210 Phase 1 Impacts to Isolated Wetlands	Wetland Preservation
Site Plans	Impacts to Contiguous Wetlands	Drainage Basin	N W E S 0 500 1,000 Feet
Road R.O.W.	Impacts to Isolated Wetlands		



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: E198023.04
Date: Sep 21, 2006
Drawn By: JRN
Figure: 13

Printed 8:10 am on 9/21/06
 File: E198023.04\Fig13.dwg



	Property Boundary	CR 210 Phase 1 Impacts to Contiguous Wetlands	Upland Preservation
	Greenway Boundary	CR 210 Phase 1 Impacts to Isolated Wetlands	Wetland Preservation
Site Plans	Impacts to Contiguous Wetlands	Drainage Basin	N W E S
Road R.O.W.	Impacts to Isolated Wetlands		0 500 1,000 Feet



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: E198029.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 18

EXHIBIT "A"

February 8, 2001
Work Order No. 500-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.58 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesterly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	178.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	282.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	480.71
L8	S88°23'32"W	186.99
L9	N12°41'18"E	583.25
L10	N38°40'28"W	425.76
L11	N15°13'44"E	168.80
L12	N08°17'38"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'48"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.95
L17	N01°32'17"E	208.02
L18	N10°56'17"E	65.52
L19	N88°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°35'56"E	221.67
L25	N34°25'51"W	268.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'48"E	417.48
L29	N22°27'02"E	86.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	50.38
L32	N05°01'33"E	54.80
L33	N05°23'42"W	147.39
L34	N05°19'40"W	675.85
L35	N05°18'18"W	120.59
L36	N53°01'04"E	94.74
L37	N27°55'22"W	725.92
L38	N02°43'28"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°28'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.80
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L58	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°58'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.63
L62	N67°04'18"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'15"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N66°14'59"W	288.16
L69	N68°30'28"W	763.54
L70	N27°49'18"E	318.64
L71	S81°18'54"E	474.52
L72	N15°25'44"E	558.14
L73	N74°34'16"E	264.84
L74	S69°31'33"E	447.34
L75	N52°37'36"E	373.46
L76	N71°25'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	361.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N28°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S63°52'56"W	356.10
L85	N01°27'18"W	704.94
L87	N31°11'22"E	88.55
L88	N67°19'49"E	285.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'35"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N08°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

ATTACHMENT B

The Deed

Prepared by
and Return to:

Thomas O. Ingram, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

SPECIAL WARRANTY DEED

[NOCATEE PRESERVE]

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2006, by SONOC COMPANY, LLC, a Delaware limited liability company (the "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, Jacksonville, Florida 32085.

.....
WITNESSETH:
.....

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit "A" attached to and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the matters set forth on Exhibit "B" attached to and made a part of this Deed.

TO HAVE AND TO HOLD the same in fee simple, subject use restrictions in Section 1 below, a right of re-entry and termination of Grantee's estate as described in Section 2 below, the reservations as described in Section 3 below, and all other terms of this Deed.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances set forth herein and on Exhibit "B") and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth herein and on Exhibit "B") but against none other. By acceptance of this Deed, Grantee hereby agrees to the following terms and conditions.

1. USE RESTRICTIONS

1.1 Surface Water Permits. The parties acknowledge that the Property is subject to stormwater management and wetlands permits issued by the St. Johns River Water Management District ("SJRWMD")(permit # 4-031-87432-1) and U.S. Army Corps of Engineers ("Corps")(permit # SAJ-2003-1267-MRE), as may be amended, collectively referred to below as the "Surface Water Permits." Such Surface Water Permits include those issued to authorize

{00087228.DOC.11}

development of lands within the Nocatee Development of Regional Impact ("Nocatee DRI") and for relocation and improvement of County Road 210, for which certain conservation easements were conveyed by Grantor and permit conditions were put in place to allow the Property to be used as mitigation for wetlands impacts. Grantee shall comply with the Surface Water Permits to the extent that they apply to activities on the Property. At Grantor's option, Grantee shall accept a partial assignment of the Surface Water Permits as to the Property. The parties acknowledge there is a partial assignment and assumption of the SJRWMD and Corps conceptual permits. The partial assignments are attached hereto as Exhibit "C" and incorporated herein. It is expected that the parties will adhere to and comply with the applicable provisions of the above referenced partial assignments.

1.2 Conservation and Recreation Uses. Grantee shall occupy and use the Property solely for conservation and recreational uses that are compatible with management of the Property as a conservation area.

1.3 Compliance with the Nocatee DRI Development Order. Grantee shall not construct any improvements upon the Property nor take any action which would result in a modification of the terms and conditions of the Nocatee DRI Development Order without the prior written consent of Grantor.

1.4 Compliance with Conservation Easements. Grantee shall comply with the Conservation Easement granted to SJRWMD over the Property recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.

1.5 Compliance with Preserve Management Plan. Grantee shall comply with the Preserve Management Plan as approved by the SJRWMD and the Corps pursuant to the Surface Water Permits, as such plan may be modified with the consent of Grantor, Grantee, SJRWMD, and the Corps.

2. RIGHT OF RE-ENTRY. In the event that Grantee substantially violates the Use Restrictions in Section 1 above, Grantor hereby reserves a right of re-entry and termination for a period of ninety (90) years from the date of this conveyance; provided, however, that as a condition of such exercise, the Grantor shall provide Grantee with written notice of any such substantial violation which shall include a description of the nature of the violation and the Grantee shall have a period of sixty (60) days to effect a cure.

3. RESERVATIONS. Grantor hereby reserves the right to conduct wetlands mitigation activities on the Property as required pursuant to the Surface Water Permits for a period of ten (10) years. In addition, Grantor reserves an easement for construction, ingress and egress over the Property for the purpose of constructing a stabilized access drive between a planned roadway known as Crosswater Parkway within the Nocatee DRI and the westerly boundary of the Property, in accordance with the Nocatee DRI Development Order (St. Johns County Resolution 2001-30, as amended).

4. INDEMNITY.

4.1 **Indemnity.** To the extent permitted by law, Grantor shall at all times, and to the fullest extent permitted by the law, defend, indemnify, protect, save harmless, and exempt Grantee, all elected and appointed officials, officers, employees, and authorized agents of Grantee, from any, and all, penalty, damage (personal and/or property), or charges arising out of claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law, or in equity (collectively, "Claims"), which are caused by Grantor or any agents, employees, contractors, subcontractors, independent contractors or representatives acting under the specific authorization or direction of Grantor (the "Grantor Parties") in connection with the activities of the Grantor Parties on the Property pursuant to Grantor's right to enter the Property reserved pursuant to Section 3 above. In addition, Grantor agrees to indemnify Grantee for any Claims arising out of any activities required by State or Federal agencies that are conducted on the Property by the Grantor Parties in fulfillment of agency permitting requirements pursuant to the Surface Water Permits or any other permits issued to Grantor by the SJRWMD or Corps, as may be amended from time to time.

4.2 **Attorneys' Fees.** Reasonable attorneys' fees and reasonable consultant and expert witness fees are specifically included as a cost that may be recovered by Grantee from Grantor pursuant to Section 4.1.

4.3 **Counsel.** Grantee, all elected officials, officers, employees, and authorized agents of Grantee specifically reserve the right to retain counsel of their own choice, at their own expense.

4.4 **Exclusion.** Notwithstanding any other provision in this Section 4, Grantor shall not be required to indemnify Grantee, or be liable to the above-noted parties for any Claims which might accrue as a result of any negligent or intentional acts and/or omissions by Grantee or the general public. In addition, Grantor's indemnity obligations under this Section 4 shall not apply to any Claims arising from and after the completion of the activities described in Section 3 above, provided that Grantee may bring indemnity claims against Grantor pursuant to this Section 4 after the completion of said activities as to any Claims arising up through said completion.

4.5 **CDD.** To the extent that Grantor assigns its right to enter the Property pursuant to Section 3 above to a community development district (a "CDD") and the CDD conducts activities on the Property, the indemnity obligations described in Section 4.1 shall be borne by the CDD and not Grantor, except as set forth below. Nothing contained herein shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, Florida Statutes, and other law. To the extent that the CDD is the entity performing any activities on the Property any limitation on Claims noted above based on sovereign immunity or some other statutory or judicial limitation (whether State or Federal), will nonetheless remain the residual, and continuing responsibility of Grantor. Moreover, Grantor expressly, and unequivocally agrees to indemnify Grantee for any Claim under the terms of Section 4.1 that is beyond/above/outside any statutory limits, regardless of any assignment to the CDD (as provided under State law)).

4.6 **Subrogation.** Notwithstanding any other provision in this Section 4, Grantee releases

and waives all claims for indemnity against the Grantor Parties pursuant to Section 4.1 above to the extent covered by insurance naming Grantee as an additional insured. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence.

5. MISCELLANEOUS.

5.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property. Grantor may assign its rights and obligations under this Deed, including, without limitation, to any property owners association, a CDD or developer within the Nocatee DRI. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

5.2 Modification. The terms and conditions of this Deed may be modified only by written agreement executed by Grantor and Grantee.

5.3 Notice. Any notice required to be given under the provisions of this Deed will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

TO Grantee:

County Administrator
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32085

TO Grantor:

SONOC Company LLC
4310 Pablo Oaks Court
Jacksonville, FL 32224

Copy to:
M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, FL 32202-4907

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail.

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

5.5 Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application of any provision to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

5.6 No Third Party Beneficiaries. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

[This space left blank intentionally]

IN WITNESS WHEREOF, Grantor and Grantee have set their hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC,
a Delaware Limited Liability Company

(Print Name _____)

By: _____
Harry Francis
Its Vice President

(Print Name _____)

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Harry Francis, the Vice President of SONOC COMPANY, LLC, a Delaware limited liability company, on behalf of the company.

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

[signatures continued on following page]

GRANTEE:

Signed, sealed and
delivered in the
presence of:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

(Print Name _____)

By: _____
Ben Adams
County Administrator

(Print Name _____)

Legal form approved:

County Attorney

STATE OF FLORIDA)
) SS

COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Ben Adams, County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, on its behalf.

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

EXHIBIT LIST

Exhibit "A"	-	Property
Exhibit "B"	-	Exceptions
Exhibit "C"	-	Assignment of Conceptual Wetlands Permits

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwestern line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwestern line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwestern corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesternly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesternly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'26"E	176.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.88
L4	N44°47'01"W	262.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	460.71
L8	S88°23'32"W	186.99
L9	N12°41'19"E	583.25
L10	N38°40'28"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°38'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'36"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	65.52
L19	N86°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°38'37"W	531.32
L24	N14°56'55"E	221.67
L25	N34°26'51"W	288.06
L26	N01°39'42"E	176.28
L27	N52°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.49
L30	N13°55'58"W	980.21
L31	N09°37'32"W	60.36
L32	N05°01'33"E	64.80
L33	N08°25'42"W	141.38
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.98
L48	N07°36'57"W	155.90
L49	N41°36'31"E	142.09
L50	N55°17'37"W	356.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N62°45'56"E	90.65
L56	N28°23'33"E	135.91
L58	N69°15'05"W	215.89
L59	N47°56'00"W	108.98
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N67°04'16"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N86°30'26"W	763.54
L70	N27°49'18"E	318.64
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L73	N74°34'16"E	284.64
L74	S69°31'33"E	447.34
L75	N52°37'35"E	373.46
L76	N71°25'20"E	236.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.68
L79	N04°04'59"W	351.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	326.82
L82	N29°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S65°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	156.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°46'36"W	88.85
L94	N41°22'00"E	129.60
L95	N26°51'41"W	139.08
L96	N18°40'47"W	87.35
L97	N08°45'41"W	279.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

Exhibit "B"

(Exceptions)

1. Conservation Easement for the Nocatee Preserve recorded in Official Records Book _____, Page _____ of the current public records of St. Johns County, Florida.
 2. Any other easements, restrictions, limitations, conditions and matters as would be revealed by an accurate survey of the Property.
-
-
-

Exhibit "C"

(Partial Assignment & Assumption of District Conceptual Permit)

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DISTRICT CONCEPTUAL PERMIT**

This Assignment is entered into this ____ day of January, 2006, by and between SONOC COMPANY, LLC ("SONOC") and ST. JOHNS COUNTY, FLORIDA (the "County").

RECITALS

- A. Of even date, SONOC has conveyed to the County those lands as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").
- B. In conjunction with and as part of the conveyance of the Property to the County, SONOC has agreed to partially assign to the County and the County has agreed to partially assume ~~SONOC's rights and obligations under that certain St. Johns River Water Management Conceptual Permit No. 4-031-87432-1, (the "District Conceptual Permit") to the extent the same affect, benefit or encumber the Property.~~
- C. The District Conceptual Permit affects additional lands other than the Property and accordingly the rights assigned and obligations assumed shall be specifically limited to ~~the Property and all other rights and obligations are reserved to SONOC.~~

~~NOW THEREFORE~~ in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SONOC hereby assigns, transfers, and sets over unto the County all right, title, and interest of SONOC in and to the District Conceptual Permit as it affects the Property and the County hereby accepts such assignment. In addition, the parties agree to the allocation of the wetlands management activities between the parties under the Nocatee Preserve Management Plan dated February 2, 2004 as is set forth on the letter attached hereto as Exhibit "B". The County acknowledges that the Tolomato Community Development District may undertake the activities allocated to SONOC in the letter attached.

{This space left blank intentionally}

IN WITNESS WHEREOF, the undersigned have executed the foregoing the day and year first above written.

SONOC:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Harry D. Francis
Vice President

COUNTY:

ST. JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____

Name: _____

Title: _____

4020 Lewis Speedway
Jacksonville, Florida 32085

EXHIBIT "A"

THE PROPERTY

EXHIBIT "A"

February 8, 2001
Work Order No. S00-066-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,950 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,496.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwestern line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwestern line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwestern corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesternly, Southwesternly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,658.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesternly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

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L5	N20°04'38"E	81.80
L6	N48°38'38"W	85.27
L7	N73°58'12"W	460.71
L8	S88°23'52"W	188.99
L9	N12°41'19"E	583.26
L10	N38°40'28"W	425.76
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L20	N01°33'03"E	72.18
L21	N06°07'43"W	227.92
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L33	N05°23'42"W	141.39
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L38	N02°43'26"W	113.80
L39	N18°34'00"W	192.28
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S87°29'13"W	228.08
L44	S62°28'12"W	98.07
L45	S48°53'19"W	71.58
L46	N77°33'54"W	308.23
L47	N07°42'42"W	258.98
L48	N07°36'57"W	155.90
L49	N41°38'31"E	142.09
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L53	S89°29'49"E	385.09
L54	N88°14'47"E	318.46
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L58	N69°15'05"W	213.69
L59	N47°58'00"W	108.88
L60	N14°38'02"W	181.52
L61	N37°32'55"E	207.83
L62	N87°04'18"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	157.42
L68	N42°38'50"W	169.04
L67	S79°45'15"W	250.82
L68	N68°14'58"W	288.16
L69	N68°30'28"W	763.54
L70	N27°48'18"E	318.64
L71	S81°18'54"E	474.32
L72	N15°25'44"E	558.14
L73	N74°34'16"E	284.64
L74	S68°31'11"E	447.34
L75	N52°57'35"E	373.46
L76	N71°28'20"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'35"E	81.88
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L81	N37°33'05"W	328.82
L82	N28°30'52"W	88.59
L83	S89°04'45"W	286.36
L84	S85°52'58"W	356.30
L85	N01°27'15"W	704.94
L87	N31°11'22"E	69.55
L88	N87°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	843.89
L93	N08°48'35"W	88.88
L94	N41°22'00"E	128.80
L95	N26°31'41"W	139.08
L96	N18°40'47"W	87.35
L97	N08°49'41"W	278.90
L98	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

NOCATEE PRESERVE MANAGEMENT PLAN LETTER

ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, SUITE 100
JACKSONVILLE, FLORIDA 32256
904-470-2200 • FAX 904-470-2112
www.esinc.cc

16 December 2005

Mr. Tony Cubbedge
St. Johns County
Land Management Coordinator
4020 Lewis Speedway
P.O. Drawer 349
St. Augustine, Florida 32084

RE: Nocatee Preserve

Dear Tony:

Pursuant to our recent meeting (9 December 2005), Environmental Services, Inc. (ESI), herein provides a narrative and approximate timeline for the required management activities within the Nocatee Preserve.

All proposed management activities correspond to the approved Nocatee Preserve Management Plan dated 2 February 2004, which was approved by the St. Johns River Water Management District on 13 April 2004 (Permit No. 4-031-87432-1) and the U.S. Army Corps of Engineers on 1 October 2005 (Permit No. SAJ-2003-1267-MRE).

Each community type within the Preserve was evaluated and a specific management plan developed in order to meet the objective of maintaining a healthy natural ecosystem. Please refer to the Nocatee Preserve Management Summary page enclosed. The following community types require no active management activities, only yearly monitoring and removal, if necessary, of exotic/invasive species: Saltmarsh, Stream and Lake Swamp, Wet Coniferous Plantation, Live Oak, Pine-Mesic Oak and Temperate Hardwoods. Please note, the Wet Coniferous Plantation community does address specific management activities (wetland enhancement); however, this enhancement area was not part of the final permit mitigation maps or calculations and therefore, the management activities are not required.

The only community type requiring active management activities is the Coniferous Plantation (58 acres ±). The objective of the proposed management within this area is to increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat. In order to accomplish this objective, the following management activities are required: thin the pine stems to 50 stems per acre, conduct a dormant season prescribed burn to reduce fuel loads and promote species diversity, assess

ENVIRONMENTAL SERVICES, INC.

natural regeneration and provide supplemental planting if necessary. The following is a summary of the timeline of events for the next six years that are required for this area based upon the Preserve Management Plan. The timeline also specifies the responsible party.

**Nocatee Preserve Management Plan
Summary of Timeline and Responsible Party**

October-November 2005 (completed by SONOC Company, LLC)
Mark and thin timber in pine plantation area to 50 stems per acre

November-December 2005 (completed by SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2005 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

December 2005-March 2006 (SONOC Company, LLC)
Conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

June-September 2006 (SONOC Company, LLC)
Assess thinned and burned areas (within 6 months) for natural recruitment of native species
Determine if supplemental planting is necessary

October-November 2006 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

November 2006- February 2007 (SONOC Company, LLC)
Conduct supplemental planting to 100 stems per acre if necessary

December 2006 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

October-November 2007 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2007 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

November 2008-March 2009 (SONOC Company, LLC)
Potentially conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

ENVIRONMENTAL SERVICES, INC.

October-November 2008 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2008 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2009 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2009 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2010 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2010 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2011 (St. Johns County)

Conduct annual monitoring and prepare monitoring report

November 2011-March 2012 (St. Johns County)

Potentially conduct prescribed burn or mechanical fuel load reduction

Burn regime will be completed in 3-5 year intervals depending on fuel loads

December 2011 (St. Johns County)

Submit annual monitoring report to St. Johns River Water Management District

St. Johns County would be responsible for the monitoring, maintenance, fuel load reduction and annual reports starting in 2011 and continuing every year thereafter.

In addition to the management activities within the Preserve, there are also boardwalk, trail improvements and other related facilities allowed within the Nocatee Preserve Management Plan. The timing and nature of any improvements to be constructed within the Preserve is at the discretion of the Board of County Commissioners. The Preserve Management Plan outlines only what is allowed in the Preserve and does not obligate the County in any way other than the management activities outlined in the attached timeline summary. Please note that when designing the trails/boardwalks, the St. Johns River Water Management District will want to verify the specific jurisdictional wetland limits in any location where a trail crosses a wetland. Permitting will also be required with both SJRWMD and the U.S. Army Corps of Engineers if wetland impacts are proposed.

ENVIRONMENTAL SERVICES, INC.

I trust that this information will be sufficient for you to complete your review of the Nocatee Preserve management requirements. Should you have any questions or require additional information, please call Tim Hamilton or me.

Sincerely your,

ENVIRONMENTAL SERVICES, INC.

Janice McMahon
Janice McMahon
Senior Project Manager

cc: Greg Barbour
The PARC Group

JPM/rmb/EI98023.11/county letter.doc
S: 12/16/05f

DEPARTMENT OF THE ARMY PERMIT

Permittee: SONOC COMPANY, LLC
4310 PABLO OAKS COURT
JACKSONVILLE, FLORIDA 32224

Permit Number: SAJ-2003-1267-MRE

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The permittee is authorized to eliminate or otherwise alter a total of 380.36 acres of waters of the United States (wetlands) to facilitate the establishment of the mixed-use community identified as Nocate, which includes concentrated commercial developments, residential subdivisions, infrastructure, and stormwater management systems; and, to augment the regional transportation network. The work must be completed in accordance with the 18 pages of drawings and other attachments affixed at the end of this permit instrument.

Project Location: The general boundaries of the overall project site are the Intracoastal Waterway (IWW) on the east, Pine Island Road on the south, U.S. Highway 1 on the west, and northward approximately 1.5 miles north of County Road (CR) 210, in Duval and St. Johns Counties, Florida, within the Sections, Townships, and Ranges noted on the attached Table 1.

Latitude & Longitude: Latitude: 30.09°
Longitude: -81.40°

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 1, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 2 of 16

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided within this permit and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall provide written notification to the U.S. Army Corps of Engineers (Corps), within 72 hours, of the planned date for the commencement of work authorized by this permit. This notification and all subsequent reports and submittals shall be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida, 32202.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
Page 3 of 16

2. The permittee will implement any measures stipulated by the Corps regarding the implementation of Phase II surveys of Sites 8SJ53, 8SJ3708, 8SJ3717, and 8SJ3722; the implementation of an architectural review of the structure at Site 8SJ3732; and the implementation of any additional measures necessary regarding Sites 8SJ53, 8SJ3708, 8SJ3717, 8SJ3722 and Site 8SJ3732. The permittee is not authorized to conduct any development work that could affect these sites prior to the conclusion of all requisite coordination with the State of Florida, Department of State, Division of Historic Resources, State Historic Preservation Officer (SHPO) and the implementation of any measures mandated by the Corps.

3. Sites 8SJ3705, 8SJ3710, 8SJ3716, 8SJ3721, and 8SJ3732 are located within the *Nocatee Greenways*; the permittee shall preserve these sites or mitigate any potential impacts to these sites in accordance with any actions stipulated by the Corps.

4. Within 30 days of the issuance of any future correspondence from the SHPO, the permittee shall provide a copy of such correspondence to the Corps.

5. To avoid the "take" of an eastern indigo snake (*Drymarchon corais couperi*), the permittee must implement all of the following measures:

a. The permittee must develop an eastern indigo snake protection/education plan for all construction personnel to follow. The permittee must submit the plan to the U.S. Fish and Wildlife Service for review and approval a minimum of 30 days before any clearing activities. The educational materials for the plan should consist of a combination of posters, videos, pamphlets, and lectures.

b. The permittee must post informational signs throughout the construction site. The informational signs must contain:

(1) a description of the eastern indigo snake, its habits, and its protection under Federal Law;

(2) instructions not to injure, harm, harass, or kill this species;

(3) directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before clearing is resumed; and,

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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(4) the telephone numbers of pertinent agencies, as identified through the development of the protection/education plan, to be contacted if a dead eastern indigo snake is encountered.

c. If necessary, eastern indigo snakes shall be held in captivity only long enough to transport them to a release site; at no time shall two snakes be kept in the same container during transportation. Only an individual, who has been either authorized by a section 10(a)(1)(A) permit issued by the U.S. Fish and Wildlife Service, or designated as an agent of the State of Florida by the Florida Fish and Wildlife Conservation Commission for such activities, is permitted to come in contact with or relocate an eastern indigo snake.

d. The permittee must immediately contact the U.S. Fish and Wildlife Service in Jacksonville at 904-252-2580 any time a dead specimen of the eastern indigo snake is found. The permittee must also immediately and thoroughly soak any dead specimen of eastern indigo snake in water, freeze it, and submit it to a U.S. Fish and Wildlife Service representative within 24 hours.

e. The permittee must submit an eastern indigo snake monitoring report to the U.S. Fish and Wildlife Service, Jacksonville Office, within 60 days of the conclusion of clearing phases. The report must be submitted whether or not eastern indigo snakes were observed. The report must contain the following information:

- (1) narratives describing any sightings of eastern indigo snakes;
- (2) summaries of any relocation efforts, such as the locations where eastern indigo snakes were found and relocated and when the eastern indigo snakes were found and relocated, if relocation was approved through the protection/education plan;
- (3) a thorough description of the preserve area for eastern indigo snakes if a preserve area was approved through the protection/education plan; and,
- (4) a summary of maintenance activities and maintenance schedules for any preserve area established through the protection/education plan.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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6. During the implementation of authorized work, the permittee shall correctly install appropriately sized culverts at all roadway crossings through wetlands to maintain the historic hydrologic connection between the wetlands to either side of such roadway crossings.

7. During the implementation of authorized work, the permittee shall correctly install all of the wildlife crossings noted on the project drawings.

8. The permittee shall submit to the Corps a copy of any and all future State of Florida Environmental Resource Permits and/or Water Quality Certifications issued by the St. Johns River Water Management District (SJRWD) and/or the Florida Department of Environmental Protection (DEP) for the overall Nocatee project, or any portion of the overall work associated with this project, within 60 days of the issuance of such permits.

9. The overall Nocatee project ultimately eliminates or directly alters a maximum of 380.36 acres of wetlands. As mitigation for these impacts the applicant shall ultimately enhance a minimum of 537.11 acres of wetlands and preserve a minimum of 3,450 acres of wetlands, as identified in the overall project drawings. The applicant shall submit functional assessment analyses (such as, but not limited to, Wetland Rapid Assessment Procedure or Uniform Mitigation Assessment Method) documenting the specific mitigation required (wetland enhancement and/or wetland preservation) to compensate the impacts to wetlands associated with each road construction phase, village development, or village phase development. The permittee will complete the mitigation (wetland enhancement and/or wetland preservation) associated with each road construction phase, village development, or village phase development, prior to any of the following events (whichever occurs first): issuance of first certificate of occupancy or use of the infrastructure for its intended purpose.

10. Within wetland enhancement areas, the permittee shall complete the selective clearing of slash pine (*Pinus elliottii*) such that the density of slash pine within these areas is less than 50 stems/trees per acre.

11. To re-establish surface water flow within wetland enhancement areas, during the removal of slash pine within these areas, the permittee shall excavate cross channels, perpendicular to the bedding rows, and/or flatten sections of the bedding rows such that the

elevations within the flattened areas match the elevations of the furrows between adjacent bedding rows to promote more effective hydrologic flow and restore original topographic conditions.

12. Within 1 year of the commencement of each of the actions to enhance wetlands (Special Condition 10, above), the permittee shall randomly plant an equal mixture of bald cypress (*Taxodium distichum*), blackgum (*Nyssa sylvatica* var. *biflora*), red maple (*Acer rubrum*), sweetgum (*Liquidambar styraciflua*), wax myrtle (*Myrica cerifera*), fetterbush (*Lyonia lucida*), and myrtle-leaved holly (*Ilex myrtifolia*) within the specific wetland enhancement area such that the density of the planted species is a minimum of 100 stems per acre and such that no single species comprises more than 30 percent of the total number of trees/shrub planted. The permittee shall randomly plant the trees/shrubs in the enhancement areas to mimic natural conditions rather than planting on measured centers. The permittee shall plant trees that are specified at 3-gallon size (pursuant to Association of Florida Native Nurseries standards), which are one-half to one-inch caliper and five to six feet in height.

13. Within wetland enhancement areas, the permittee shall establish a sufficient number of 25-foot-wide belt transects to sample a minimum of 10 percent of the enhancement areas. Monitoring within each of these belt transects shall, at a minimum, identify the number of each species of tree planted, record the percent survival of each species of trees planted, summarize the natural community, estimate the natural establishment of target vegetative species, and quantify the presence of nuisance/exotic vegetation.

14. Within each of these belt transects, the permittee shall establish a minimum of 10 randomly placed 1-square-meter sampling plots, staked in the field with fixed referenced points. Monitoring within each of these sampling plots shall identify, at a minimum, the composition of ground cover species, quantify the percent cover of these species, and quantify the presence of nuisance/exotic vegetation.

15. The permittee shall periodically conduct manual maintenance of wetland enhancement areas, as necessary, to remove exotic and/or nuisance vegetation such that exotic and/or nuisance vegetation comprises less than 10 percent coverage of wetland enhancement areas.

16. The permittee shall annually monitor each wetland enhancement area for a minimum of 3 years after the planting of each area and, at a minimum, biannually thereafter until the Corps deems each specific wetland enhancement area successful. Monitoring events shall occur in autumn (September/October). A monitoring report shall be submitted to

the Corps within 30 days of each monitoring event. Each monitoring report shall include, at a minimum, qualitative observations of wildlife utilization of each enhancement area, quantitative records of surface water elevations and/or depth to groundwater within each enhancement area, panoramic photographic documentation from a minimum of 5 fixed reference points within each enhancement area, compilations of belt transect data, compilations of sampling plot data, specific information regarding the incidence of nuisance and/or exotic species, an estimation of the coverage of exotic and/or nuisance vegetation within each enhancement area, the methods by which the permittee controlled or removed nuisance and/or exotic species, and the frequency and dates of such maintenance events.

17. The Corps shall declare wetland enhancement areas successful when all of the following success criteria are documented within each of these areas, respectively:

a. at least 80 percent of the planted tree species have survived and are showing signs of normal annual growth;

b. at least 80 percent cover by appropriate wetland herbaceous species has been obtained;

c. hydrological conditions are shown to be in general conformation with adjacent wetland; and

d. the above criteria have been achieved for a minimum of three consecutive years.

18. Prior to dredging, filling, or clearing of any jurisdictional wetlands, the sale of any lot or parcel, or the use of infrastructure for its intended purpose (whichever occurs first) within each road construction phase, village development, or village phase development, the permittee will have legally sufficient conservation easements prepared to ensure that, at a minimum, the areas identified in the overall project drawings as wetland preservation (a minimum of 3,450 acres) and wetland enhancement (a minimum of 537.11 acres) will remain in their natural state in perpetuity. The conservation easement must encompass a minimum of 3,987.11 acres of wetlands. These natural preserve areas will not be disturbed by any dredging, filling, land clearing (hand or mechanical), agricultural activities, planting, or other construction work whatsoever except as authorized by, or required by, this permit.

19. The permittee will prepare the proposed conservation easements, including surveyor's sketches and legal descriptions of the areas in question and furnish the same to the Jacksonville District Office of

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Counsel, c/o the Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232-0019, for legal review and approval.

20. Within 30 days of Corps' approval of the proposed easements, the permittee will record the easement or easements in the public records of St. Johns or Duval County, Florida, as determined by the location of the easement or easements. Within 30 days of recordation, a certified copy of the recorded document or documents, plat or plats, and verification of acceptance from the grantees will be forwarded to the Jacksonville District Office.

21. The Permittee must show that it has clear title to all of the real property and can legally place it under conservation easement. Along with the submittal of the draft conservation easement or easements, the Permittee shall submit a title insurance commitment for the property that is being offered for preservation. Any existing liens or encumbrances on the property must be subordinate to the conservation easement. At the time of recordation of the conservation easement or easements, a title insurance policy must be provided to the Corps in an amount equal to the current market value of the property.

22. In the event the permit is transferred, proof of delivery of a copy of the recorded conservation easements to the subsequent permittee or permittees must be submitted to the Corps together with the notification of permit transfer.

23. Grantee shall not assign its rights or obligations under the conservation easements except to another organization qualified to hold such interests under the applicable state and federal laws, including §704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified in writing of any intention to reassign any such conservation easement to a new grantee and must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of this acceptance delivered to the Corps. The conservation easement or easements must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished to the Corps.

24. The permittee shall provide as-built drawings of the completed work, including any mitigation work required by this permit, and a completed As-Built Certification Form. The drawings and Certification Form are to be submitted within 60 days of the completion of work, including any mitigation work, or at the expiration of the construction authorization of the permit, whichever comes first. The

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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drawings and As-Built Certification Form must be signed and sealed by a professional engineer registered in the State of Florida. A blank As-Built Certification Form is attached. The permittee has the option to submit As-Built drawings for each road construction phase, village development, or village phase development as work within these portions of the overall project is completed.

25. The submitted As-Built Certification Form and drawings shall include the following:

- a. the Department of the Army Permit number on each sheet;
- b. a plan of the overall footprint of the project showing all "earth disturbance", including wetland impacts, water management structures, and any on-site mitigation areas;
- c. a detailed plan view of all enhanced and/or preserved (as appropriate) mitigation areas (showing planting zones) and cross-sections of the mitigation areas (showing elevations corresponding to the plantings and elevations of the inverts of any inflow and/or outflow control structures ~~surrounding the mitigation areas~~);
- d. any stormwater management system that is a part of, or ~~connected to, a wetland enhancement or preservation mitigation project~~ (this information shall include, but not be limited to, the elevation of the inverts of any control structures and drawings depicting any stormwater retention ponds with the depths and side-slopes of the ponds clearly delineated);
- e. a description of any deviations from the authorized work (In the event that the completed work deviates, in any manner, from the authorized work, the permittee shall describe, on the As-Built Certification Form, the deviations between the work authorized by the permit and the work as constructed. Any deviations shall also be depicted in the as-built drawings. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers and any deviations will be reviewed by the Enforcement Section to determine the need for enforcement action); and,
- f. pre- and post-construction aerial photographs of the project site, if available.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899
(33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2603-1267-MRE
Page 11 of 15

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.176) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Permittee: SONOC Company, LLC
Permit Number: SAJ-2003-1267-MRE
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

H. J. Skelton
(PERMITTEE)

9/29/05
(DATE)

H. J. SKELTON
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[Signature]
(DISTRICT ENGINEER)
Robert M. Carpenter
Colonel, U.S. Army

9/29/05
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.
ST. JOHN'S COUNTY, FLORIDA

(TRANSFEREE-SIGNATURE)

(DATE)

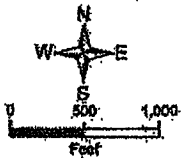
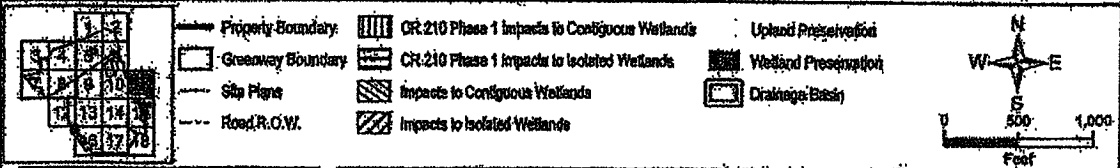
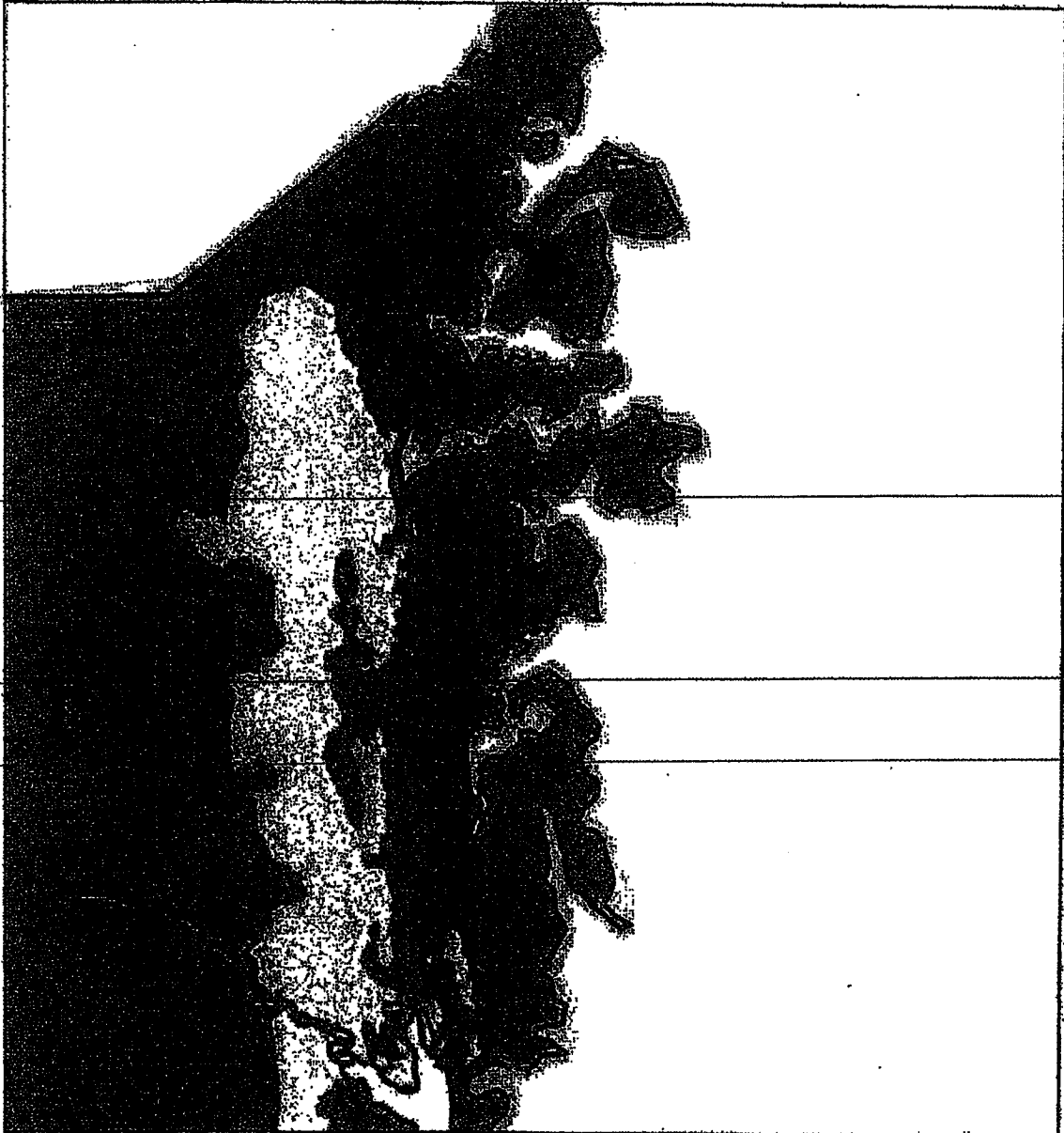
(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

This is a partial transfer, related only to the real property described on the attached Exhibit "A" and shown as the Conveyed Parcel on the attached key map.

Conveyed Parcel



Wetland Impacts:
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
 Date: Sep 21, 2005
 Drawn By: JRN
 Figure: 11



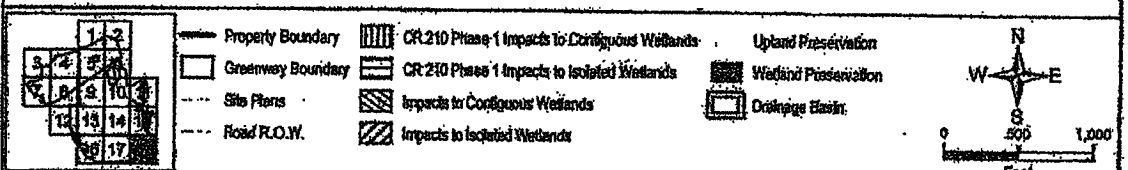
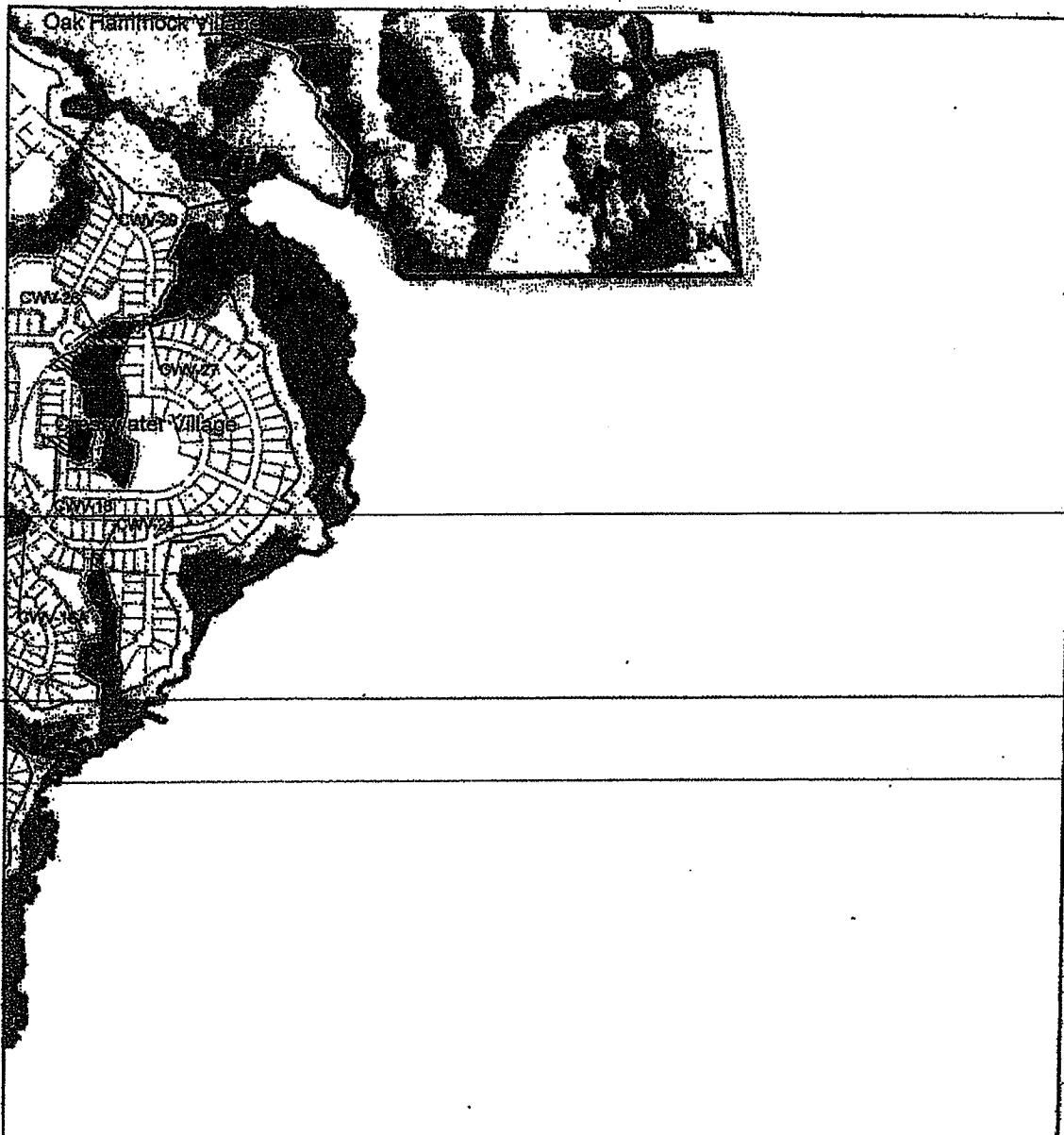
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Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
Date: Sep 21, 2005
Drawn By: JRN
Figure: 15

Printed: 9:16 am 09/21/2005
 File: C:\Users\jrn\Documents\111111\Environmental Services, Inc.



Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJS8023.04
Date: Sep 21, 2006
Drawn By: JRN
Figure: 18

EXHIBIT "A"

February 8, 2001
Work Order No. S00-056-02
Nocatee Preserve Parcel

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89 degrees 09 minutes 44 seconds East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North 00 degrees 53 minutes 59 seconds West, departing said dividing line, a distance of 21,013.50 feet; thence North 89 degrees 28 minutes 18 seconds East, 7,845.55 feet to the Point of Beginning.

From the Point of Beginning, continue thence North 89 degrees 28 minutes 18 seconds East, 2002.82 feet to a point; thence North 49 degrees 45 minutes 40 seconds East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North 49 degrees 45 minutes 40 seconds East and lies 891.44 feet distant from last said point; thence continue North 49 degrees 45 minutes 40 seconds East, 558.42 feet, more or less, to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South 25 degrees 27 minutes 19 seconds East, along said Westerly line, 658.77 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly along meanderings of said Westerly Mean High Water Line, 4,890 feet, more or less, to an intersection with said Westerly line of said canal which bears South 25 degrees 27 minutes 19 seconds East, and lies 882.67 feet distant from last said point; thence South 25 degrees 27 minutes 19 seconds East along said Westerly canal line, 475.74 feet, more or less; to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South 12 degrees 08 minutes 19 seconds West, and lies 6,736.68 feet distant from last said point; thence Northwesterly along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6,340 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek, which bears North 50 degrees 08 minutes 35 seconds West, and lies 2,947.90 feet distant from last said point; thence Southeasterly along the meanderings of said Southerly Mean High Water Line, 4,590 feet, more or less, to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek, which bears South 44 degrees 01 minutes 31 seconds East, and lies 2,750.85 feet distant from last said point; thence Southwesterly along said Northerly Mean High Water Line, 3,210 feet, more or less, to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek, which bears South 59 degrees 59 minutes 47 seconds West, and lies 1,535.26 feet distant from last said point; thence Northeasterly along the meanderings of said Southerly Mean High Water Line, 4,960 feet, more or less, to its convergence with said Westerly Mean High Water Line of said Tolomato River, which bears North 78 degrees 09 minutes 08 seconds East, and lies 2,092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly Mean High Water Line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, page 387 (Parcel RWN 231-B) of the public records of St. Johns County, Florida, which bears South 11 degrees 08 minutes 21 seconds East, and lies 7,486.56 feet distant from last said point; thence North 53 degrees 26 minutes 01 seconds West along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly Mean High Water Line; thence Northerly, Northwesterly and Southwesterly, departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato

River, 190 feet, more or less, to an intersection with the Northwesternly line of said parcel, which bears South 56 degrees 09 minutes 33 seconds West, and lies 132.37 feet distant from last said point; thence South 36 degrees 33 minutes 59 seconds West, along said Northwesternly line of Parcel RWN 231-B, 78.19 feet, more or less, to the Northwesternly corner thereof; thence South 07 degrees 36 minutes 28 seconds East along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesternly, Southwesternly, Southerly and Easterly along the meanderings of said Westerly Mean High Water Line, 2,025 feet; more or less, to an intersection with said West line of Parcel RWN 231-B, which bears South 07 degrees 36 minutes 28 seconds East, and lies 228.65 feet distant from last said point; thence continue South 07 degrees 36 minutes 28 seconds East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1,558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88 degrees 59 minutes 50 seconds West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2,392.50 feet, more or less, to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesternly along the meanderings of said Northerly Mean High Water Line, 969 feet, more or less, to a point which bears North 40 degrees 12 minutes 46 seconds West, and lies 661.31 feet distant from last said point; thence North 03 degrees 47 minutes 40 seconds East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet, more or less; thence sequentially, along the following ninety-five (95) line courses (line courses L43, L57 and L85 are intentionally deleted from the attached Line Table) to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°12'28"E	178.12
L2	N41°27'20"W	353.93
L3	N09°17'15"E	138.89
L4	N44°47'01"W	282.77
L5	N20°04'36"E	91.20
L6	N46°35'36"W	65.27
L7	N73°58'12"W	459.71
L8	S89°23'32"E	186.99
L9	N12°41'19"E	583.25
L10	N58°40'26"W	425.76
L11	N13°13'44"E	168.80
L12	N08°17'36"W	207.63
L13	S84°21'30"W	42.63
L14	N39°36'46"W	88.90
L15	N09°32'28"W	504.23
L16	N17°50'38"W	277.93
L17	N01°52'17"E	208.02
L18	N18°56'17"E	65.32
L19	N85°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N08°07'43"W	227.92
L22	N81°54'04"W	128.63
L23	N06°38'37"W	831.32
L24	N14°36'56"E	221.67
L25	N34°26'51"W	268.06
L26	N01°39'42"E	176.28
L27	N82°28'54"W	267.72
L28	N00°24'46"E	417.49
L29	N22°27'02"E	88.48
L30	N13°55'58"W	980.21
L31	N08°37'32"W	50.38
L32	N08°01'33"E	64.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	94.74
L37	N27°35'22"W	128.82
L38	N02°43'28"W	113.80
L39	N18°54'00"W	192.26
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S57°29'13"W	226.08
L44	S62°26'12"W	98.07
L45	S45°53'19"W	71.58
L46	N77°33'54"W	309.23
L47	N07°42'42"W	255.86
L48	N07°38'57"W	155.80
L49	N41°35'31"E	142.09
L50	N55°17'37"W	356.27

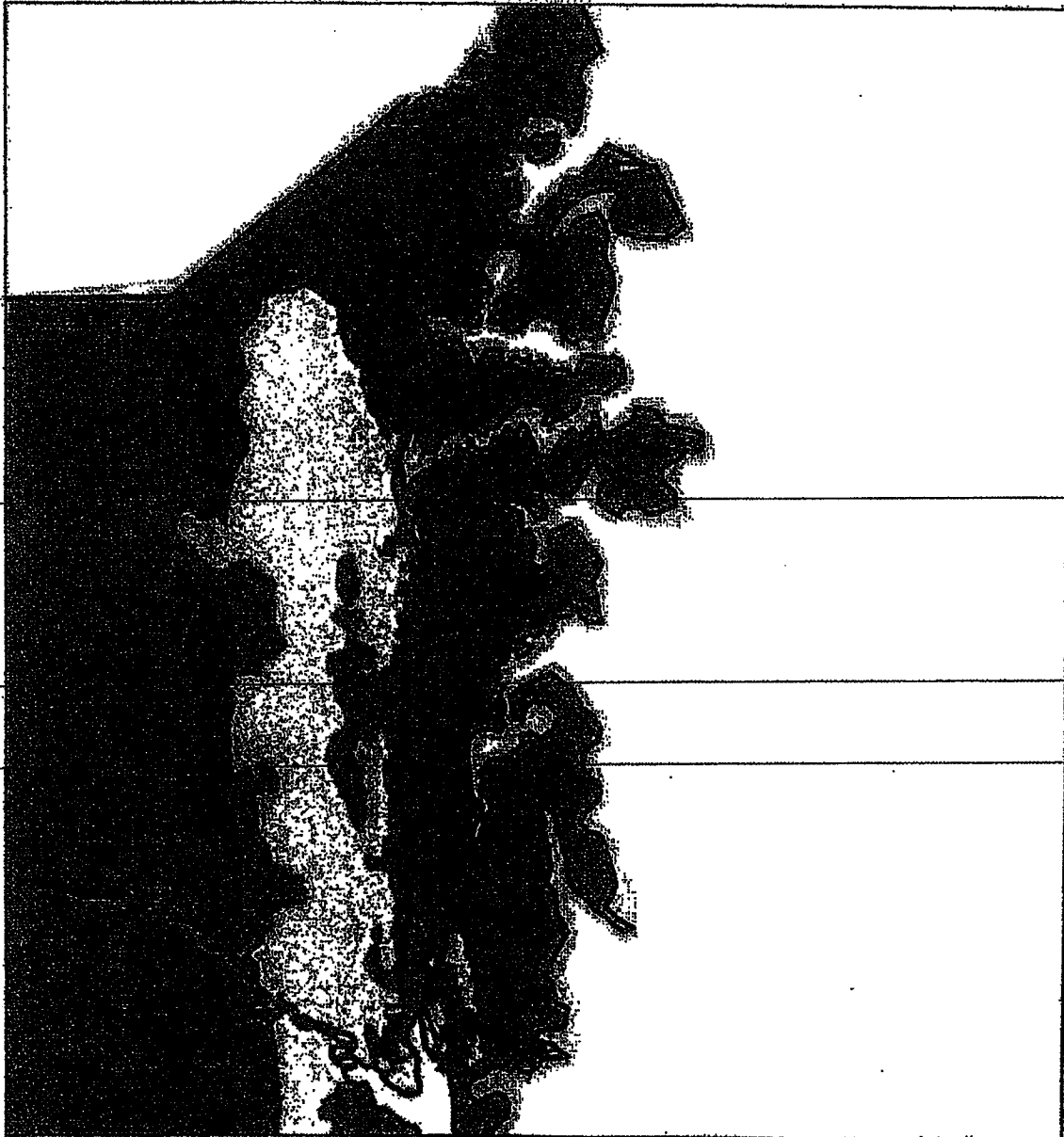
LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	163.26
L53	S89°25'49"E	385.09
L54	N68°14'47"E	318.46
L55	N82°45'56"E	90.65
L58	N28°23'33"E	135.91
L58	N89°15'05"W	215.89
L59	N47°58'00"W	105.96
L60	N14°38'02"W	161.52
L61	N37°32'55"E	207.83
L62	N87°04'18"W	88.99
L63	N32°21'17"W	371.08
L64	S82°46'13"W	115.25
L65	S82°37'42"W	187.42
L66	N42°39'50"W	169.04
L67	S79°45'15"W	259.82
L68	N68°14'59"W	288.16
L69	N68°30'28"W	763.54
L70	N87°49'18"E	318.64
L71	S81°18'54"E	474.52
L72	N18°25'44"E	558.14
L73	N74°34'16"E	264.64
L74	S69°31'33"E	447.34
L75	N62°37'36"E	373.46
L75	N71°25'26"E	235.13
L77	N28°13'07"E	183.33
L78	N52°37'55"E	81.88
L79	N04°04'59"W	381.09
L80	N37°44'34"W	82.83
L81	N37°33'05"W	328.82
L82	N28°30'52"W	88.59
L83	N89°04'46"W	286.36
L84	S85°52'56"W	356.10
L86	N01°27'15"W	704.94
L87	N31°11'22"E	68.55
L88	N67°19'49"E	265.21
L89	N04°54'52"W	233.03
L90	N04°42'49"W	155.02
L91	N20°39'16"E	228.79
L92	N23°40'22"W	643.89
L93	N09°16'35"W	88.85
L94	N41°22'00"E	129.60
L95	N28°31'41"W	139.08
L96	N18°40'47"W	87.35
L97	N08°45'41"W	279.90
L90	N45°06'38"E	227.48

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county:

ATTACHMENT C

Sketch of the Property

Conveyed Parcel

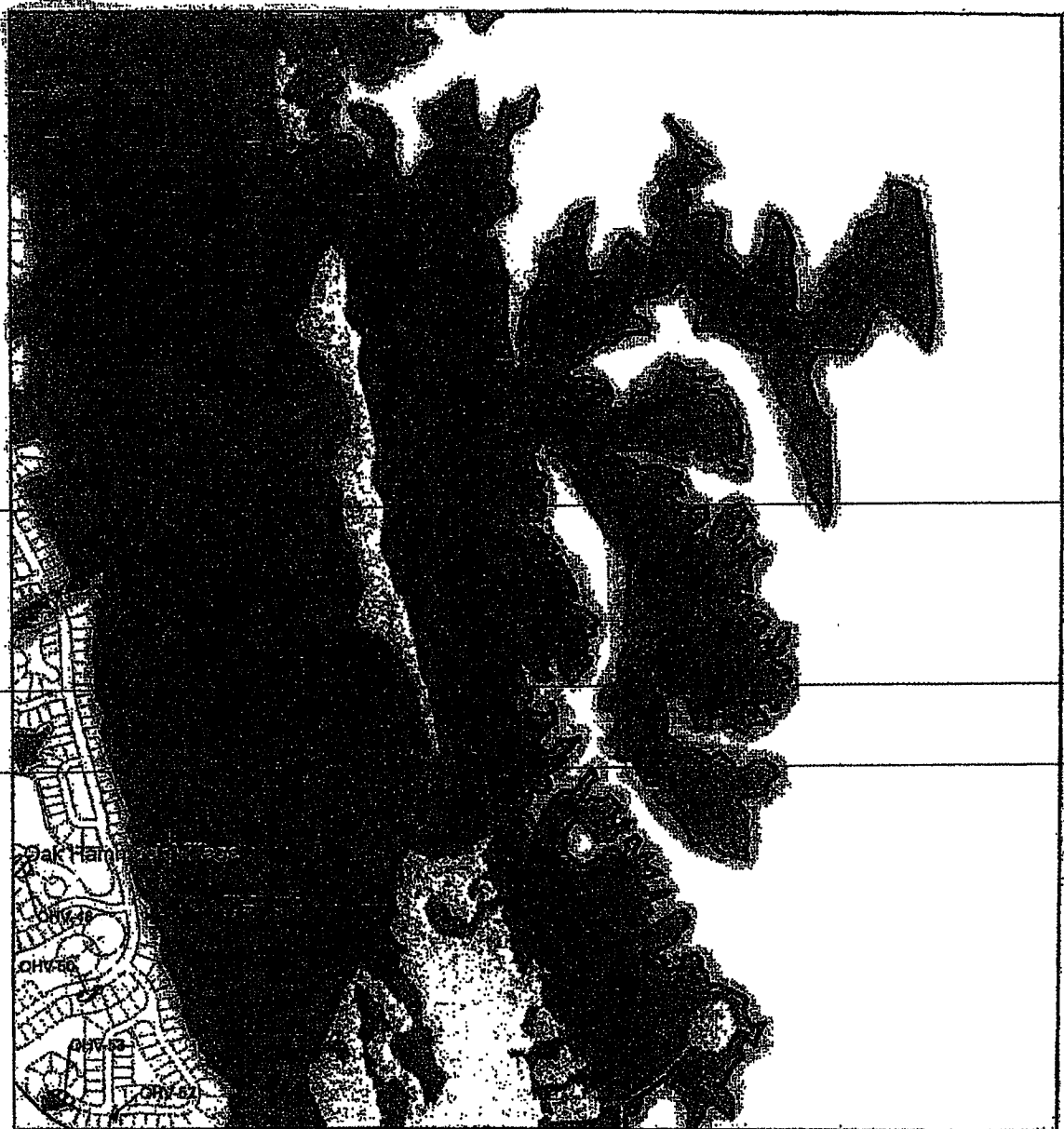


	Property Boundary Greenway Boundary Slip Plans Road/R.O.W.	CR-210 Phase 1 Impacts to Contiguous Wetlands CR-210 Phase 1 Impacts to Isolated Wetlands Impacts to Contiguous Wetlands Impacts to Isolated Wetlands	Upland Preservation Wetland Preservation Drainage Basin	<p>0 500 1,000 Feet</p>
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Wetland Impacts:
NOCATEE
 Duval & St. Johns County, Florida

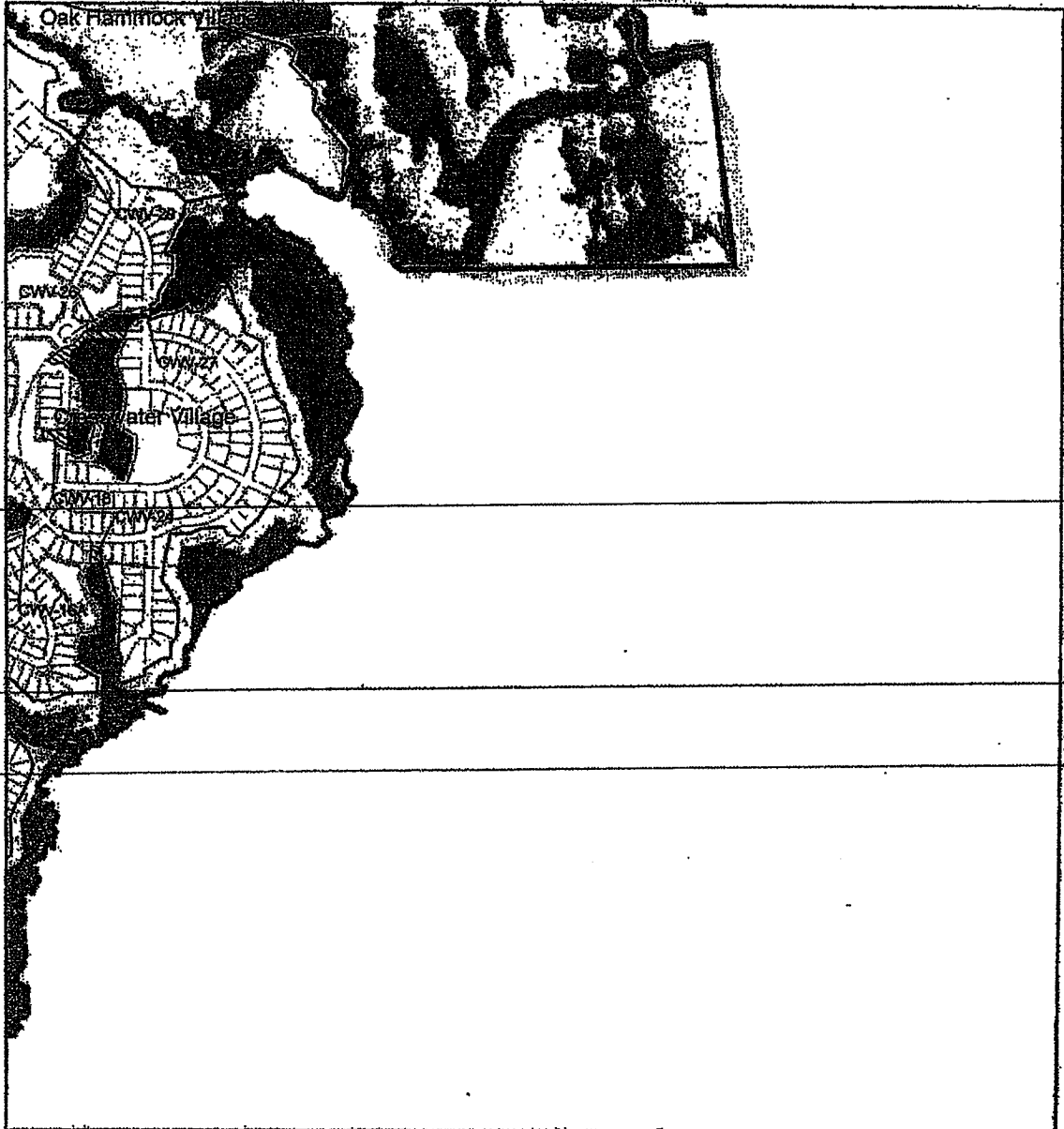
Project: E198028.04
 Date: Sep 21, 2005
 Drawn By: JRN
 Figure: 11





Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
 Date: Sep 21, 2005
 Drawn By: JRM
 Figure: 15



	<p>— Property Boundary</p> <p>□ Greenway Boundary</p> <p>--- Site Plans</p> <p>--- Road R.O.W.</p>	<p>▨ CR 210 Phase 1 Impacts to Contiguous Wetlands</p> <p>▨ CR 210 Phase 1 Impacts to Isolated Wetlands</p> <p>▨ Impacts to Contiguous Wetlands</p> <p>▨ Impacts to Isolated Wetlands</p>	<p>Upland Preservation</p> <p>Wetland Preservation</p> <p>□ Drainage Basin</p>	
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Wetland Impacts
NOCATEE
 Duval & St. Johns County, Florida

Project: EJ98023.04
 Date: Sep 21, 2005
 Drawn By: JRM
 Figure: 18

ATTACHMENT D
Management Plan Letter

ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, SUITE 100
JACKSONVILLE, FLORIDA 32256
904-470-2200 • FAX 904-470-2112
www.esinc.cc

16 December 2005

Mr. Tony Cubbedge
St. Johns County
Land Management Coordinator
4020 Lewis Speedway
P.O. Drawer 349
St. Augustine, Florida 32084

RE: Nocatee Preserve

Dear Tony:

Pursuant to our recent meeting (9 December 2005), Environmental Services, Inc. (ESI), herein provides a narrative and approximate timeline for the required management activities within the Nocatee Preserve.

All proposed management activities correspond to the approved Nocatee Preserve Management Plan dated 2 February 2004, which was approved by the St. Johns River Water Management District on 13 April 2004 (Permit No. 4-031-87432-1) and the U.S. Army Corps of Engineers on 1 October 2005 (Permit No. SAJ-2003-1267-MRE).

Each community type within the Preserve was evaluated and a specific management plan developed in order to meet the objective of maintaining a healthy natural ecosystem. Please refer to the Nocatee Preserve Management Summary page enclosed. The following community types require no active management activities, only yearly monitoring and removal, if necessary, of exotic/invasive species: Saltmarsh, Stream and Lake Swamp, Wet Coniferous Plantation, Live Oak, Pine-Mesic Oak and Temperate Hardwoods. Please note, the Wet Coniferous Plantation community does address specific management activities (wetland enhancement); however, this enhancement area was not part of the final permit mitigation maps or calculations and therefore, the management activities are not required.

The only community type requiring active management activities is the Coniferous Plantation (58 acres ±). The objective of the proposed management within this area is to increase species diversity, promote a more natural vegetative association and to increase the health and value of the habitat. In order to accomplish this objective, the following management activities are required: thin the pine stems to 50 stems per acre, conduct a dormant season prescribed burn to reduce fuel loads and promote species diversity, assess

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natural regeneration and provide supplemental planting if necessary. The following is a summary of the timeline of events for the next six years that are required for this area based upon the Preserve Management Plan. The timeline also specifies the responsible party.

**Nocatee Preserve Management Plan
Summary of Timeline and Responsible Party**

October-November 2005 (completed by SONOC Company, LLC)
Mark and thin timber in pine plantation area to 50 stems per acre

November-December 2005 (completed by SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2005 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

December 2005-March 2006 (SONOC Company, LLC)
Conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

June-September 2006 (SONOC Company, LLC)
Assess thinned and burned areas (within 6 months) for natural recruitment of native species
Determine if supplemental planting is necessary

October-November 2006 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

November 2006- February 2007 (SONOC Company, LLC)
Conduct supplemental planting to 100 stems per acre if necessary

December 2006 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

October-November 2007 (SONOC Company, LLC)
Conduct annual monitoring and prepare monitoring report

December 2007 (SONOC Company, LLC)
Submit annual monitoring report to St. Johns River Water Management District

November 2008-March 2009 (SONOC Company, LLC)
Potentially conduct prescribed burn
Burn regime will be completed in 3-5 year intervals depending on fuel loads

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October-November 2008 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2008 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2009 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2009 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2010 (SONOC Company, LLC)

Conduct annual monitoring and prepare monitoring report

December 2010 (SONOC Company, LLC)

Submit annual monitoring report to St. Johns River Water Management District

October-November 2011 (St. Johns County)

Conduct annual monitoring and prepare monitoring report

November 2011-March 2012 (St. Johns County)

Potentially conduct prescribed burn or mechanical fuel load reduction

Burn regime will be completed in 3-5 year intervals depending on fuel loads

December 2011 (St. Johns County)

Submit annual monitoring report to St. Johns River Water Management District

St. Johns County would be responsible for the monitoring, maintenance, fuel load reduction and annual reports starting in 2011 and continuing every year thereafter.

In addition to the management activities within the Preserve, there are also boardwalk, trail improvements and other related facilities allowed within the Nocatee Preserve Management Plan. The timing and nature of any improvements to be constructed within the Preserve is at the discretion of the Board of County Commissioners. The Preserve Management Plan outlines only what is allowed in the Preserve and does not obligate the County in any way other than the management activities outlined in the attached timeline summary. Please note that when designing the trails/boardwalks, the St. Johns River Water Management District will want to verify the specific jurisdictional wetland limits in any location where a trail crosses a wetland. Permitting will also be required with both SJRWMD and the U.S. Army Corps of Engineers if wetland impacts are proposed.

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I trust that this information will be sufficient for you to complete your review of the Nocatee Preserve management requirements. Should you have any questions or require additional information, please call Tim Hamilton or me.

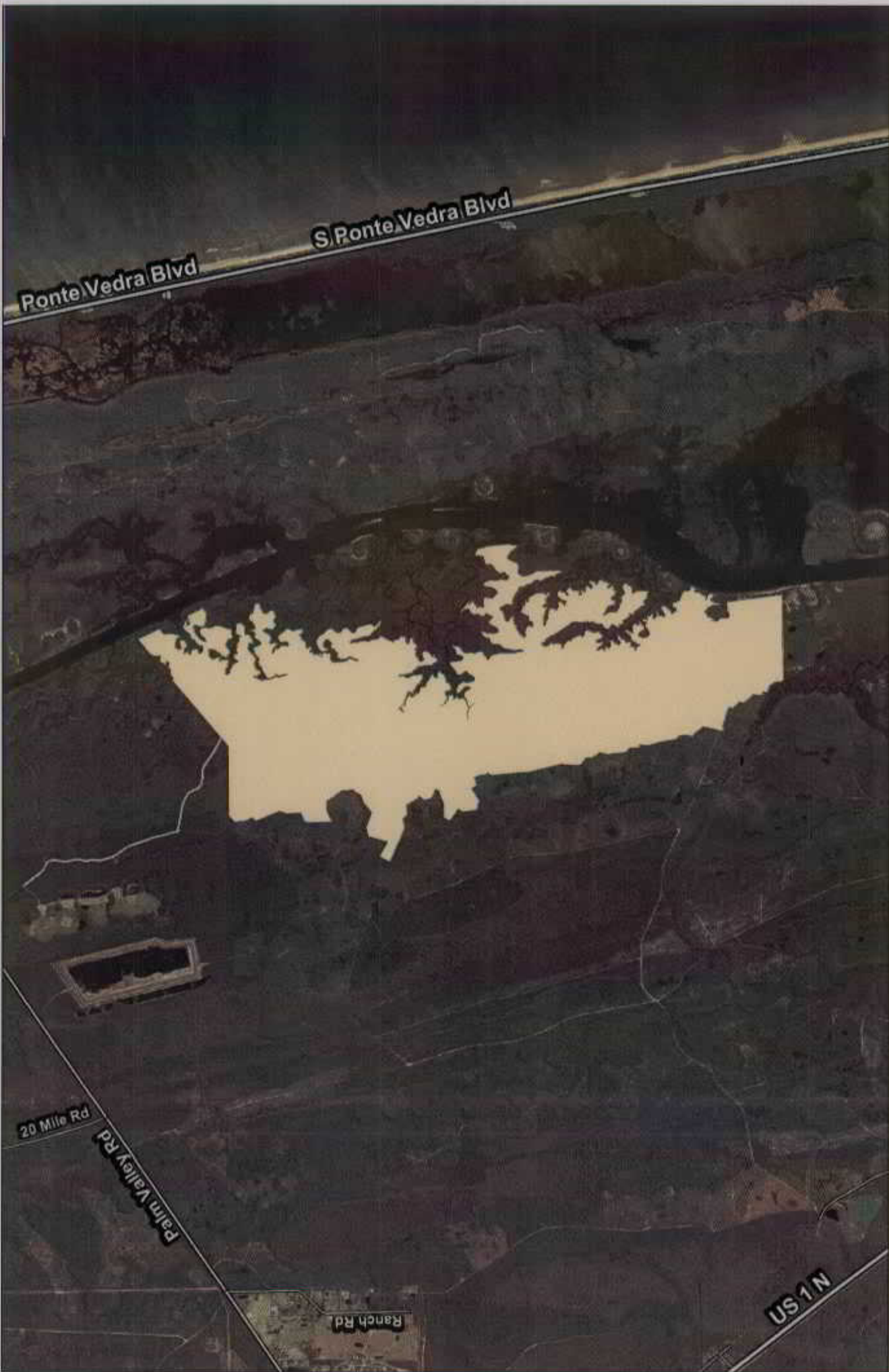
Sincerely your,

ENVIRONMENTAL SERVICES, INC.

Janice McMahon
Janice McMahon
Senior Project Manager

cc: Greg Barbour
The PARC Group

JYM/rmb/EI98023.11/ county letter.doc
S: 12/16/07



DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.

Nocatee Preserve and Access



St. Johns County
Real Estate Division
(904) 209-0792
Date: 12/29/05

