

RESOLUTION NO. 2006- 251

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AND ACCEPTING THE AFFORDABLE HOUSING CONVEYANCE AGREEMENT AND THE SPECIAL WARRANTY DEED AND ASSOCIATED DOCUMENTS IN CONNECTION WITH THE NOCATEE DRI DEVELOPMENT ORDER AFFORDABLE HOUSING REQUIREMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO JOIN IN THE EXECUTION OF SAID DOCUMENTS ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, pursuant to Special Condition 28(b) of the Nocatee DRI Development Order, Sonoc Company, LLC (“Sonoc”) will donate to St. Johns County (“County”) 50 net developable acres within mutually acceptable locations which allow for multifamily uses in five increments of 10 contiguous acres each to a 501(c) (3) corporation designated by the St. Johns County Board of County Commissioners for the purposes of constructing affordable housing; and

**WHEREAS**, Sonoc desires to convey the first 10 acres to the County and has presented to the County an Affordable Housing Conveyance Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof and Special Warranty Deed, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, subject to certain terms and conditions agreed upon by both parties; and

**WHEREAS**, associated documents include Assignment of Development Rights, attached hereto as Exhibit “C”, Memorandum of Agreement, attached hereto as Exhibit “D” and Partial Assignment and Assumption of Service Agreement, attached hereto as Exhibit “E”, incorporated by reference and made a part hereof, and necessary to complete the transaction; and

**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 above described documents are hereby approved and accepted by the Board of County Commissioners and the County Administrator is hereby authorized to join in the execution of the documents.

Section 3. The Clerk is instructed to file the original Affordable Housing Conveyance Agreement and an executed copy of the Partial Assignment and Assumption of Service Agreement and record the original Special Warranty Deed, Assignment of Development Rights and Memorandum of Agreement in the Public Records of St. Johns County, Florida.

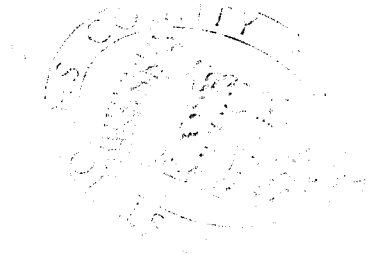
PASSED AND ADOPTED this 26<sup>th</sup> day of July, 2006.

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

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

**ATTEST:** Cheryl Strickland, Clerk

By: Alicia BeGrande  
Deputy Clerk



## **AFFORDABLE HOUSING CONVEYANCE AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the "Effective Date"), by and between **SONOC COMPANY, LLC**, a Delaware limited liability company ("Grantor") whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**IN CONSIDERATION** of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

### **1. GENERAL OUTLINE OF TRANSACTION.**

1.1 **Outline of Transaction.** Grantor is the fee simple owner of certain real property located in St. Johns County, Florida which is part of a master planned community known as Nocatee (the "Planned Community"), the development of which is authorized by a development order pursuant to Resolution No. 2001-30, as amended by Resolution No. 2006-95 (the "DRI") and Planned Unit Development Ordinance No. 2002-46 (the "PUD") approved by the County Commission of St. Johns County, each as may be amended.

Pursuant to Special Condition 28(b) of the DRI (the "Affordable Housing Condition"), Grantor desires to convey to Grantee and Grantee desires to acquire from Grantor approximately ten (10) acres in St. Johns County, constituting a portion of the Planned Community commonly known as Sandy Ridge South, as described on **Exhibit "1.1"** attached hereto and by this reference made a part hereof (the "Property"). The Property is to be developed for low and/or very low income housing consisting of up to one hundred fifty (150) multi-family residential dwelling units (the "Units") (the "Project").

Grantor and Grantee desire to (i) provide for the terms of the conveyance of the Property; and (ii) provide for certain continuing obligations of the parties with respect to construction and operation of the Project.

### **1.2 Definitions.**

1.2.1 "Affordable Housing Condition" shall have the meaning as defined in Section 1.1.

1.2.2 "Closing" shall have the meaning as defined in Section 2.6.

1.2.3 "Commitment" shall have the meaning as defined in Section 2.5.

1.2.4 "County Impact Fees" shall have the meaning as defined in Section 3.5.

1.2.5 "Development Rights" shall have the meaning as defined in Section 2.2.

1.2.6 "DRI" shall have the meaning as defined in Section 1.1.

1.2.7 “Effective Date” shall have the meaning as defined in the introductory paragraph to this Agreement.

1.2.8 “Governmental Authorities” shall have the meaning as defined in Section 2.8.2.

1.2.9 “Impact Fee Assessments” shall have the meaning as defined in Section 3.5.

1.2.10 “Notice” shall have the meaning as defined in Section 6.1.

1.2.11 “Permitted Exceptions” shall have the meaning as defined in Section 2.3.

1.2.12 “Planned Community” shall have the meaning as defined in Section 1.1.

1.2.13 “Project” shall have the meaning as defined in Section 1.1.

1.2.14 “Property” shall have the meaning as defined in Section 1.1.

1.2.15 “PUD” shall have the meaning as defined in Section 1.1.

1.2.16 “Title Insurer” shall have the meaning as defined in Section 2.5.

1.2.17 “Tolomato CDD” or “CDD” shall mean the Tolomato Community Development District.

1.2.18 “Units” shall have the meaning as defined in Section 1.1.

## 2. **CONVEYANCE.**

2.1 **Conveyance.** Under the terms of this Agreement, Grantor hereby agrees to convey the Property to Grantee and Grantee agrees to accept a conveyance of the Property from Grantor for no consideration.

2.2 **Development Rights.** At Closing, Grantor shall, for no consideration, assign to Grantee development rights (the “Development Rights”) under the DRI that will allow Grantee to develop up to one hundred fifty (150) Units on the Property. Grantee covenants not to develop the Property any more intensively than is permitted by the Assignment of Development Rights to be delivered as provided for in Section 2.7.4 and further agrees that it shall not seek any modification to the Development Rights or the DRI without Grantor’s consent.

2.3 **Permitted Exceptions.** The Property shall be conveyed to Grantee free and clear of any and all liens, encumbrances, covenants, restrictions, reservations, rights of way and easements, except as set forth on **Exhibit “2.3”** attached hereto and by this reference made a part hereof, and certain agreements, covenants and restrictions affecting the Property as described in this Agreement (the “Permitted Exceptions”). The parties acknowledge that the Permitted Exceptions are consistent with the terms of the Affordable Housing Condition, which provides for the deed restrictions set forth in Section 4.5 below and for conveyances to be subject to uniform covenants generally applicable to development within Nocatee.

2.4 **Sketch and Legal.** The sketch and legal description of the Property is attached hereto as **Exhibit “1.1.”**

2.5 **Evidence of Title.** Prior to Closing, Grantor shall obtain, at Grantor’s expense and deliver to Grantee, a commitment for an owner’s policy of title insurance in favor of Grantee setting forth the state of title to the Property, to be provided by Commonwealth Land Title Insurance Company or another title company selected by Grantor and acceptable to Grantee in Grantee’s reasonable discretion (the “Title Insurer”), insuring good and marketable fee simple title to the Property in the amount of \$2,000,000.00 or such amount acceptable to the Title Insurer (the “Commitment”).

2.6 **Closing.** The closing of the conveyance of the Property (the “Closing”) shall take place on the Effective Date. The Closing shall take place at 10:00 a.m. E.S.T. in the offices of Pappas Metcalf Jenks & Miller, P.A., 245 Riverside Avenue, Suite 400, Jacksonville, Florida 32202, or at such other place within Duval or St. Johns County as may be selected by Grantor and Grantee.

2.7 **Documents to be Delivered at Closing.** At the Closing, Grantor shall deliver to Grantee the following documents fully executed by Grantor where appropriate:

2.7.1 Special Warranty Deed conveying to Grantee fee simple title to the Property, subject only to the Permitted Exceptions, which Deed shall be in form and content attached hereto as **Exhibit “2.7.1-1”** which among other things shall include certain architectural approval rights to Grantor and include the deed restrictions prepared by Grantor in accordance with Section 6.2.1 of the PUD and attached hereto as **Exhibit “2.7.1-2.”**

2.7.2 Affidavit of Grantor in form reasonably satisfactory to the Title Insurer for elimination of mechanics lien exceptions and parties in possession exceptions from the Commitment, if any.

2.7.3 A Memorandum of Agreement in form and content attached hereto as **Exhibit “2.7.3.”**

2.7.4 Assignment of Development Rights pursuant to Section 2.2 in form and content attached hereto as **Exhibit “2.7.4.”**

2.7.5 Closing Statement.

2.7.6 Partial Assignment and Assumption of Service Agreement in form and content attached hereto as **Exhibit “2.7.6.”**

2.7.7 Such other instruments and documents as may reasonably be required by Grantee, Grantee’s lender, if any, and/or the Title Insurer.

At the Closing, Grantee shall deliver to Grantor the following documents:

2.7.8 Closing Statement.

2.7.9 Such other documents as are referenced in this Section 2.7 above to be executed by Grantor and Grantee at Closing or as may be reasonably required by Grantor, or the Title Insurer.

2.8 **Adjustments, Prorations, Costs of Transactions.** The following items shall be prorated or apportioned by the parties as of Closing:

2.8.1 Real estate taxes taking into consideration any discounts for early payment. Taxes shall be prorated based upon the estimated amount of taxes for the year of Closing.

2.8.2 Utility charges and any special assessments or charges imposed against the Property by Governmental Authorities with jurisdiction over the Property (“Governmental Authorities”).

2.8.3 Grantor shall pay for (i) documentary stamp taxes, if any, on the deed of conveyance; (ii) cost of preparation of all closing documents; (iii) Grantor’s attorneys’ fees; (iv) Grantor’s prorations pursuant to this Section; and (v) the cost of the owner’s title insurance policy and title Commitment fees. Grantee shall pay for (i) Grantee’s attorneys’ fees; (ii) all costs of any related transactions between Grantee and third parties; (iii) all inspections costs; and (iv) Grantee’s prorations pursuant to this Section.

3. **ACKNOWLEDGMENTS OF GRANTEE.** Grantee acknowledges that:

3.1 **Condition of Property.** Grantee is making itself fully familiar with the physical condition of the Property, and acknowledges and agrees that the Property shall be conveyed by Grantor to Grantee in “as is” condition as of the Closing date; that other than as expressly set forth herein, Grantor disclaims any warranty express or implied with respect to the condition of the Property and that acquisition of title by Grantee pursuant to the terms of this Agreement shall be deemed full and complete acceptance by Grantee of the Property in the condition which exists at the time of the Closing.

3.2 **DRI.** THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE DRI AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF DUVAL AND ST. JOHNS COUNTIES, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF SONOC COMPANY, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE PLANNING DEPARTMENT IN DUVAL AND ST. JOHNS COUNTIES, FLORIDA. THE PROPERTY IS OR SHALL BECOME SUBJECT TO A PUD, PERMITS FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND U.S. ARMY CORPS OF ENGINEERS, AND OTHER STATE AND FEDERAL LAND USE REGULATIONS GENERALLY APPLICABLE TO THE DEVELOPMENT OF REAL ESTATE.

3.3 **Exculpation.** Grantor's review and approval of any plans and specifications does not constitute Grantor's representation that the same are in compliance with any applicable building or zoning codes, nor does such approval constitute Grantor's approval of Grantee's construction standards or technique. The purpose of Grantor's approval is to ensure that such improvements are of an appearance and quality compatible with Grantor's development plan and are developed in compliance with the terms of this Agreement. In connection with all reviews, acceptances, inspections, or approvals by Grantor contemplated under this Agreement, Grantor shall not be liable to Grantee or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantee or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections or approvals, whether given, granted or withheld by Grantor.

3.4 **Construction of Improvements.** Grantee acknowledges that it shall be solely responsible for the horizontal development and construction of all roads, streets, water lines, curbs, gutters, electrical service and all drainage lines and ponds located on the Property. Grantee acknowledges that all stormwater drainage requirements of the Property shall be accommodated on the Property. Grantee acknowledges that all utility improvements, including but not limited to water, sewer and electric facilities providing service to the Property are services supplied by third parties and are not the obligation of Grantor.

3.5 **County Impact Fee Credits.** As used in this Section 3.5, the term Grantee shall refer to Grantee, any successor owner of the Property, and any person or entity developing improvements on the Property. Grantee acknowledges that, unless waived by St. Johns County (the "County"), the improvements to be constructed on the Property are subject to a variety of impact fees (including without limitation, impact fees for transportation, schools, parks and public capital facilities) (the "County Impact Fees") imposed by the County. In consideration of Grantor's donation of certain real property to the County and/or construction of certain improvements to be dedicated to the County, Grantor or the Tolomato CDD will receive certain County Impact Fee credits from the County. These County Impact Fee credits are transferable to other owners and developers of real property within the Planned Community. As a result, the County has established, or will establish, County Impact Fee accounts on behalf of the Grantor and/or the Tolomato CDD against which the Grantor or the Tolomato CDD or their assigns may draw when constructing new improvements in the Planned Community in lieu of the payment of certain County Impact Fees to the County. The Tolomato CDD may also levy assessments against the Property to fund debt service obligations for bonds issued capitalizing impact fee credit payments due from the Property (the "Impact Fee Assessments") which shall be applied to finance certain capital infrastructure within the DRI.

To the extent that County Impact Fees are imposed for development on the Property, then prior to applying for a building permit for construction of any improvements upon any portion of the Property, including any recreational improvements or amenity center, Grantee shall provide Grantor and the Tolomato CDD notice of its intention to apply for a building permit. The notice shall include a general description and the approximate square footage of such improvements. If Grantor or the Tolomato CDD have available Impact Fee credits, Grantee shall notify the County at the time of application for a building permit of its intent to use a County Impact Fee voucher from the Grantor or the Tolomato CDD.

If Grantor or the Tolomato CDD has County Impact Fee credits available, then Grantee

shall, upon application for a building permit from the County, purchase such County Impact Fee credits from Grantor or the Tolomato CDD and Grantor or the Tolomato CDD shall assign such County Impact Fee credits to Grantee by use of a voucher approved by the County. Grantee shall pay Grantor or the Tolomato CDD for the County Impact Fee credits on a dollar for dollar basis, provided such credits are available at no additional charge and without material delay. Should Grantee fail to purchase available Impact Fee Credits from Grantor or the Tolomato CDD and rather pay any applicable County Impact Fee to the County, Grantee shall remain obligated to pay Grantor or the Tolomato CDD the value of the Impact Fees applicable to the improvements to the Property which Grantor held available at the time electrical energization was approved for such improvements. If Grantee shall pay any Impact Fee Assessments in advance of purchase of Impact Fee credits from the Tolomato CDD, the amount of such Impact Fee Assessments shall be considered the purchase of Impact Fee credits from the Tolomato CDD in a like amount.

Grantee will also cooperate with Grantor and the Tolomato CDD to allow Grantor and the Tolomato CDD to receive the benefit of Impact Fee Credits as contemplated in the DRI to the extent the procedures provided for in this Section 3.5 shall be modified or expanded by the County so long as the amount of Impact Fees to be paid by Grantee shall remain consistent with St. Johns County Ordinances applicable on a uniform basis.

To the extent Grantor and the Tolomato CDD shall each have impact fee credits for the same category of impact fees from time to time, payments shall be apportioned between them for such credits as directed by Grantor. Grantee shall include a provision in any contract for conveyance of any unimproved portion of the Property, notifying the resale purchaser of such Grantee's obligation to purchase County Impact Fee credits from Grantor or the Tolomato CDD as provided for herein.

The obligations under this Section shall survive Closing, run with title to the Property and be incorporated into the Memorandum of Agreement.

3.6 **Community Development District.** The terms of this Section 3.6 shall apply to Grantee and any successor owner of the Property. Grantee understands and acknowledges that Grantor has formed the Tolomato CDD pursuant to Chapter 190, Florida Statutes, to provide a variety of services to the Property and that the Property will be subject to the Tolomato CDD. Among such activities to be taken by the Tolomato CDD is the issuance of revenue bonds backed by revenues generated by assessments upon certain privately held property (including the Property). The proceeds from said bonds are intended to be used to fund the design, permitting, acquisition and construction of certain infrastructure improvements to serve the Property and other portions of the Planned Community.

3.6.1 Grantee hereby agrees to take title to the Property subject to the Tolomato CDD, as hereafter amended and/or supplemented and shall, upon request of Grantor, execute all documentation presented to Grantee to specifically evidence such agreement, including such documentation related to bond issuances from time to time. Grantee specifically acknowledges that Tolomato CDD assessments have been levied, may be levied and may be certified for collection against the Property for repayment of revenue bonds and annual maintenance assessments may be imposed against the Property by the Tolomato CDD (which maintenance assessments may vary from year to year) and Grantee consents to such assessments.

Notwithstanding the foregoing, as long as Grantor has the right to elect a majority of the Board of Supervisors of the Tolomato CDD, Grantor guarantees that no Series A assessments shall be certified for collection by the CDD against the Property and no maintenance assessments shall be payable as to the Property until the earlier of (i) any conveyance, grant or lease of all or any part of the Property by the Grantee named herein; or (ii) commencement of construction of Units upon the Property. Prior to any bond issuance conducted by the CDD, at the request of the CDD or Grantor, Grantee shall provide the CDD and Grantor with a copy of a site plan for development of the Property, which shall show the number of Units to be developed on the Property. Grantee acknowledges that if the number of Units developed on the Property is different from that shown on such site plan and incorporated into the assessment methodology applicable to the Property, then a payment equal to the principal amount of bonds allocated per Unit type, including those bonds to be repaid from Impact Fee Assessments (plus accrued interest, if any), may be due and payable to the Tolomato CDD in a lump sum such that the annual capital assessment, including Impact Fee Assessments, on the developed Units is not increased (a "true up" payment). Grantee acknowledges that the purpose of this "true up" payment is to ensure that the Property generates sufficient annual assessments to repay the debt allocated to it for capital improvements. Grantee agrees to provide the Tolomato CDD with a copy of any application for master development plan approval for the Property prior to filing so that the Tolomato CDD can properly allocate debt to the Property and determine whether a true up payment is due. The duties and obligations of the parties under this provision shall survive the Closing and delivery of the Special Warranty Deed.

3.7 **Disclosures under Chapter 190.** Grantee agrees to provide, at all times, all notice and disclosure requirements to third party purchasers of Units as may be required pursuant to Chapter 190, Florida Statutes and shall indemnify and hold harmless Grantor from any failure to so comply.

3.8 **Chapter 190 Proxy.** As long as any successor of Grantee who is not a retail purchaser shall hold title to any portion of the Property or any Units, it shall provide to Grantor its irrevocable landowner voting proxy pursuant to Chapter 190, Florida Statutes in the form attached as **Exhibit "3.8"** as to such portion of the Property or Units owned by such successor of Grantee. This provision shall survive the Closing and the delivery of the Special Warranty Deed.

#### 4. **EASEMENTS AND RESTRICTIONS AFFECTING GRANTOR'S ADJACENT PROPERTY AND THE PROPERTY.**

4.1 **Architectural Control / Signage Plan.** Grantor shall reserve a continuing right to review and approve plans and specifications for all improvements to be constructed on the Property, including all buildings, entry features, landscaping, signage, hardscape and all other improvements or structures. Such rights of review and approval shall be reserved under the terms of the Special Warranty Deed at the Closing.

4.2 **Project Name.** Grantee shall not use the word Nocatee in the Project name or any promotion of the Project without Grantor's prior written approval, which may be withheld in Grantor's sole and absolute discretion.

4.3 **Utility.** Grantor hereby reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, easements over and across the Property for access to and installation and maintenance of utility lines and equipment, including but not limited to water, sewer, reuse, electric, gas, telephone, telecommunications lines and equipment serving the Planned Community as a whole, or substantial portions of the Planned Community, recognizing such services may apply to less than the Planned Community as a whole to the extent service territories are bifurcated by franchise or similar service boundaries. In addition, after Closing Grantee agrees to grant such utility easements directly to the provider thereof upon request by Grantor or such provider. The terms of this Section 4.3 shall be incorporated into the Special Warranty Deed.

4.4 **Telecommunications.** Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be bound by any terms of the Comcast Agreement (as defined below) or any other provider agreements entered into by Grantor which are contrary to any St. Johns County franchise agreements, state law, federal law or any contracting obligations of St. Johns County under state or federal law. Grantor hereby reserves the right unto itself and its successors and assigns, to the extent permitted by law, to select the service provider(s) of cable television, telephone, data and other telecommunications or information services for the Property, and an easement is hereby reserved to Grantor, with the power to assign same to such service provider(s), over, across, under and through the Property for purposes of installing, operating, maintaining, repairing, replacing, removing and/or reconstructing all lines and facilities relating, directly or indirectly, to such services. Grantee hereby consents to any such determination of service provider(s) made by Grantor. In addition, after Closing Grantee agrees to grant such easements requested by Grantor or such provider directly to the provider thereof upon request by Grantor or such provider. The foregoing terms shall be incorporated into the Special Warranty Deed.

Grantee acknowledges that Grantor has entered into that certain Installation and Services Agreement with Comcast of Greater Florida / Georgia, Inc. ("Comcast") dated June 2, 2006 (the "Comcast Agreement") and that development of the Property by Grantee and its successors and assigns shall comply with the terms of the Comcast Agreement. Without limitation of the foregoing, Grantee agrees for itself and its successors and assigns to the following terms set forth in the Comcast Agreement:

- (i) Grantee shall pre-wire the Units in accordance with the pre-wire specifications attached as Exhibit "B" to the Comcast Agreement;
- (ii) Grantee shall review and approve, which approval shall not be unreasonably withheld, construction plans prepared by Comcast for installation of distribution cables, amplifiers, pedestals, lock boxes, wires and equipment and appurtenant devices within the Property. Grantee shall locate on such plans all underground facilities existing on the Property to the extent known to Grantee;
- (iii) Grantee shall provide Comcast with reasonable advance notice of the construction timetable for electrical and irrigation subsurface components within the Property, especially at road crossings, so as to allow for installation of conduit by Comcast. If Grantee and Comcast agree, then

installation of conduit at road crossings may be installed by Grantee coincident with related infrastructure and in such event Comcast has agreed in the Comcast Agreement to pay Grantee within thirty (30) days of receipt of copies of paid invoices or construction draw requests and certification of completion of such installation. Any amounts not paid when due shall bear interest at one percent (1%) per month;

- (iv) Comcast has agreed in the Comcast Agreement to cause its representative to attend all pre-construction meetings noticed to Comcast by Grantee at least five (5) business days in advance;
- (v) Grantee shall allow Comcast to enter all common areas of the Property for the purpose of auditing, disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of services and to enter the Units prior to conveyance to third party purchasers for the purpose of inspecting pre-wiring of such Units;
- (vi) Grantee shall supply the numbers of the Units to Comcast at reasonable intervals;
- (vii) Grantee shall cooperate with Comcast to prevent the unauthorized possession of converters or channel selectors and the unauthorized reception of Comcast services;
- (viii) Grantee shall not allow any association controlled by Grantee with jurisdiction over any part of the Property to enter into any bulk provider agreement for voice, video or data services under which terms expenses incurred for such services shall constitute an expense which may be funded through collection of assessments by such association;
- (ix) Grantee shall not enter into any agreement with a provider of video or data services to service the Units;
- (x) Grantee shall notify residents of the Units within the Property of the availability of service from Comcast and present Comcast's marketing materials and contact information to prospective residents during sales presentations, closings and execution of purchase and sale agreements for the Units and to existing residents;
- (xi) Grantee shall display and maintain model home/sales center /leasing office materials provided by Comcast;
- (xii) Grantee shall coordinate construction within the Property with the Comcast construction department as necessary to aid Comcast so that it is able to design and construct its system and provide service to customers in accordance with the Comcast Agreement;

- (xiii) Grantee shall provide Comcast on a monthly basis the new addresses of new residents prior to their move in date;
- (xiv) Grantee shall provide access to the Property to activate service in the Units prior to the residents' move in date and provide Comcast marketing materials within such Units;
- (xv) that any memorandum of agreement recorded as to the Comcast Agreement shall be a Permitted Exception.

In the event of any breach by Grantee or its successor or assigns within the Property under the foregoing telecommunications provisions, Grantor may assign its enforcement rights hereunder to Comcast, and Grantee acknowledges that Grantor shall not be obligated to directly enforce such obligations itself. In addition to the foregoing terms of the Comcast Agreement, Grantee agrees for itself and its successors and assigns to comply with commercially reasonable terms of other provider agreements as may be entered into by Grantor from time to time.

4.5 **Deed Restrictions.** Pursuant to the Affordable Housing Condition, the Property shall be restricted to use for development of low and/or very low income housing (as defined by the Florida Housing Finance Corporation) for rental and/or for sale housing, unless Grantor approves a different use, in its sole and absolute discretion. In addition, as also set forth in the Affordable Housing Condition, for a period of four (4) years after issuance of the first building permit for vertical development within the DRI, Grantee shall not solicit or allow the solicitation of proposals for development of the Property nor commence development on the Property. The provisions of this Section shall survive Closing and be incorporated in the Special Warranty Deed.

5. **REMEDIES FOR DEFAULT.** Grantee shall be entitled to all remedies at law or in equity as to default of Grantor's obligation to be performed under this Agreement. Grantor shall be entitled to all remedies at law or in equity as to default of Grantee's obligations under this Agreement.

6. **MISCELLANEOUS.**

6.1 **Notices.** Except as expressly set forth herein, any notice, demand, consent, authorization, request, approval or other communication (each, a "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by U. S. first class certified mail, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify) (provided any such Notice may also be given via email, if such Notice is given concurrently by at least one of the other methods permitted by this Section):

**TO GRANTOR:**

SONOC COMPANY, LLC  
c/o Richard T. Ray

Nocatee Development Company  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224  
Telephone: (904) 992-9750  
Facsimile: (904) 992-4114  
Email: rray@parcgroup.net

WITH COPY TO:

M. Lynn Pappas, Esquire  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, FL 32202  
Telephone: (904) 353-1980  
Facsimile: (904) 353-5217  
Email: lpappas@papmet.com

and

Harry D. Francis  
SONOC COMPANY, LLC  
P.O. Box 19366  
Jacksonville, Florida 32245-9366  
Telephone: (904) 223-4700  
Facsimile: (904) 223-7499  
Email: harrydf Francis@yahoo.com

TO GRANTEE:

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

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

6.2 **Attorneys' Fees and Venue.** In the event of litigation to enforce the remedial provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal. The venue for any such proceeding shall be in the Florida Circuit Court in and for St. Johns County, Florida or the Federal Courts in Jacksonville, Florida.

6.3 **Effect of this Agreement.** This Agreement constitutes the complete agreement between the parties with respect to its subject matter, and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery, except as may be evidenced by separate agreement between the parties. Any express indemnities contained in this Agreement survive Closing, as do the parties' covenants of further assurances and obligations of the parties to be

performed subsequent to Closing. No provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by Grantee and Grantor.

6.4 **Assignment.** Grantee shall not assign its interests in this Agreement in whole or in part without the prior approval of Grantor, which approval may be granted or withheld in Grantor's sole and absolute discretion.

6.5 **Interpretation.** This Agreement will be interpreted, construed, applied and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement. All captions and headings appearing are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. Time is of the essence with respect to all provisions of this Agreement. If any date for performance under this Agreement shall fall on a weekend or national holiday, the date for performance shall be the next business day.

6.6 **Risk of Loss.** All risk of loss to the Property prior to the Closing shall be borne by Grantor. All risk of loss to the Property subsequent to the Closing shall be borne by Grantee.

6.7 **No Joint Venture or Partnership.** This Agreement is not intended nor shall it be construed to create a joint venture or partnership between the parties and neither party shall constitute the agent of the other for any purpose.

6.8 **No Third Party Beneficiaries.** This Agreement constitutes an agreement solely between Grantor and Grantee as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall it be construed to create any rights or remedies as to any third party.

6.9 **Acceptance.** In the event this Agreement is not executed by Grantor or Grantee within twenty (20) days of the date first executed, this Agreement shall thereafter be null and void.

6.10 **Drafting.** This Agreement and all exhibits hereto have been negotiated at arm's length by Grantor and Grantee, and the parties mutually agree that for the purpose of creating the terms of this Agreement, or said exhibits, neither party shall be deemed responsible for the drafting thereof.

6.11 **Recitals and Exhibits.** All recitals and all exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

6.12 **Counterparts.** This Agreement may be executed by the parties hereto individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS

PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

**{This space intentionally left blank}**

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals as of the date first above written.

**GRANTOR:**

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

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

Name: Harry D. Francis

Its: Vice President

CORPORATE SEAL

**GRANTEE:**

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

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

Name: Ben Adams

Its: County Administrator

Legal Form Approved

By: \_\_\_\_\_  
County Attorney's Office

## **LIST OF EXHIBITS**

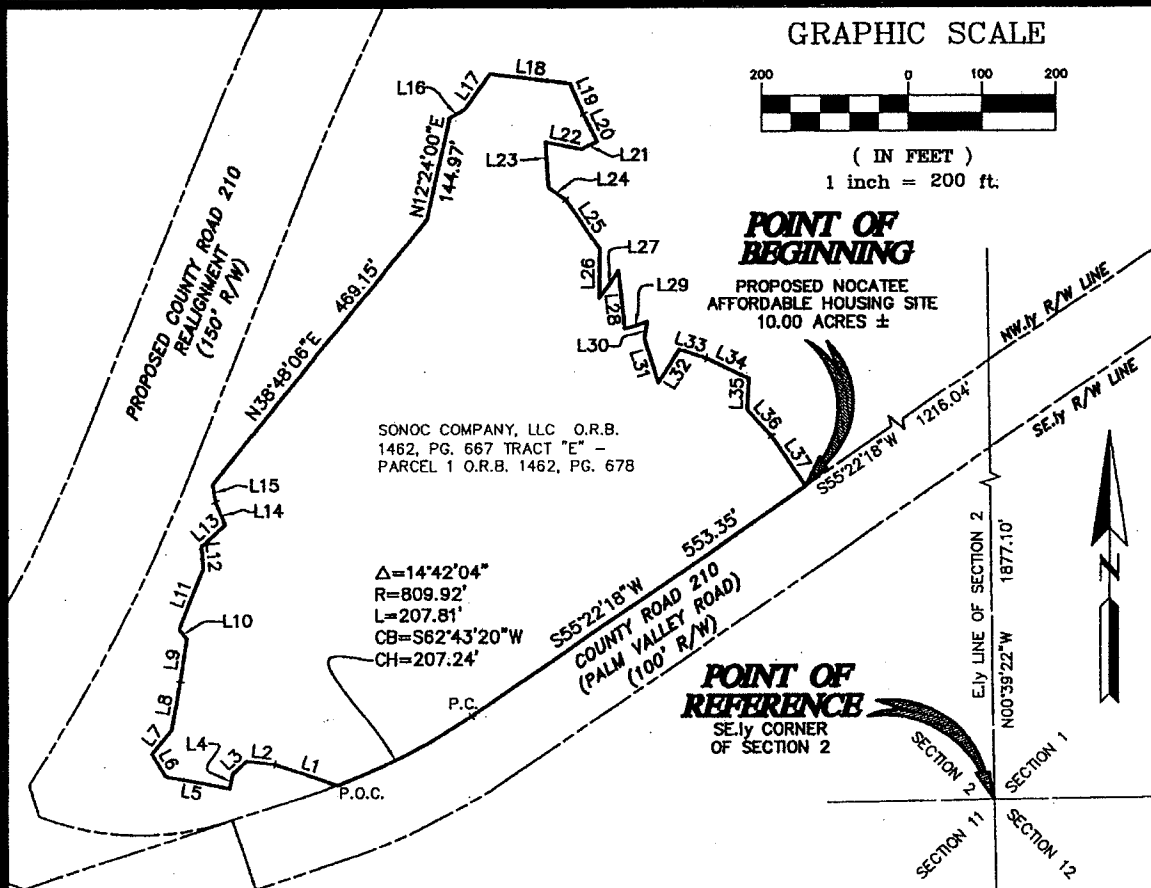
Exhibit "1.1"	Property
Exhibit "2.3"	Permitted Exceptions
Exhibit "2.7.1-1"	Special Warranty Deed
Exhibit "2.7.1-2"	PUD Deed Restrictions
Exhibit "2.7.3"	Memorandum of Agreement
Exhibit "2.7.4"	Assignment of Development Rights
Exhibit "2.7.6"	Partial Assignment and Assumption of Service Agreement
Exhibit "3.8"	Chapter 190 Landowner Proxy

**EXHIBIT "1.1"**

**PROPERTY**

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 678 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN A SEPARATE ATTACHMENT.



SONOC COMPANY, LLC O.R.B.  
1462, PG. 667 TRACT "E" -  
PARCEL 1 O.R.B. 1462, PG. 678

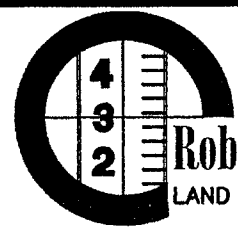
$\Delta=14^{\circ}42'04''$   
 $R=809.92'$   
 $L=207.81'$   
 $CB=S62^{\circ}43'20''W$   
 $CH=207.24'$

LINE	BEARING	LENGTH
L1	N71°15'04\"W	90.07'
L2	N83°00'32\"W	38.65'
L3	S46°43'30\"W	25.21'
L4	S12°20'18\"W	20.26'
L5	N79°28'14\"W	88.21'
L6	N30°04'29\"W	36.48'
L7	N38°59'05\"E	41.17'
L8	N10°08'00\"E	68.81'
L9	N08°40'15\"E	58.64'
L10	N38°11'08\"W	18.74'
L11	N21°22'34\"E	90.37'
L12	N05°22'03\"W	28.72'
L13	N48°12'35\"E	44.11'
L14	N23°04'55\"W	33.84'
L15	N09°01'00\"W	24.12'
L16	N59°17'33\"E	23.80'
L17	N34°28'41\"E	60.63'
L18	S83°02'14\"E	109.35'
L19	S23°04'24\"E	47.30'

LINE	BEARING	LENGTH
L20	S25°55'41\"E	42.44'
L21	S62°43'14\"W	23.59'
L22	N78°19'15\"W	50.09'
L23	S03°21'18\"E	63.67'
L24	S52°18'58\"E	29.32'
L25	S34°35'25\"E	81.62'
L26	S00°36'43\"W	69.17'
L27	N34°11'06\"E	46.10'
L28	S05°58'27\"E	81.18'
L29	N72°08'17\"E	31.93'
L30	S08°43'27\"W	25.14'
L31	S17°10'07\"E	62.85'
L32	N32°41'39\"E	53.72'
L33	S71°25'38\"E	38.04'
L34	S64°44'57\"E	64.41'
L35	S02°46'22\"W	43.32'
L36	S41°49'35\"E	49.48'
L37	S34°37'42\"E	82.09'

- LEGEND**
- R RADIUS
  - $\Delta$  CENTRAL ANGLE
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - P.C. POINT OF CURVATURE
  - P.O.C. POINT ON A CURVE
  - R/W RIGHT OF WAY
  - L1 TABULATED LINE DATA

**NOTES**  
1) THIS IS NOT A SURVEY.  
2) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 2, AS BEING NORTH 00°39'22\" WEST.

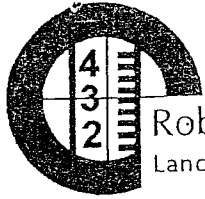


**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

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

*(Signature)*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

SCALE: 1" = 200' DATE: APRIL 18, 2006



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

April 18, 2006

Work Order No. 06-109.00  
Nocatee

### Nocatee 10 Acre Affordable Housing Site

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 678 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of said Section 2, thence North  $00^{\circ}39'22''$  West, along the Easterly line of said Section 2, a distance of 1877.10 feet to a point lying on the Northwesterly right of way line of County Road 210 (Palm Valley Road), a 100 foot right of way as now established; thence South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line, 1216.04 feet to the Point of Beginning.

From said Point of Beginning, thence continue South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line of County Road 210, a distance of 553.35 feet to a point of curvature of a curve concave Northwesterly, having a radius of 809.92 feet; thence Southwesterly, continuing along said Northwesterly right of way line, and along the arc of said curve, through a central angle of  $14^{\circ}42'04''$ , an arc length of 207.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}43'20''$  West, 207.24 feet; thence North  $71^{\circ}15'04''$  West, departing said Northwesterly right of way line, 90.07 feet; thence North  $83^{\circ}00'32''$  West, 38.65 feet; thence South  $46^{\circ}43'30''$  West, 25.21 feet; thence South  $12^{\circ}20'18''$  West, 20.26 feet; thence North  $79^{\circ}26'14''$  West, 88.21 feet; thence North  $30^{\circ}04'29''$  West, 36.48 feet; thence North  $38^{\circ}59'05''$  East, 41.17 feet; thence North  $10^{\circ}06'00''$  East, 68.81 feet; thence North  $08^{\circ}40'15''$  East, 58.64 feet; thence North  $38^{\circ}11'08''$  West, 16.74 feet; thence North  $21^{\circ}22'34''$  East, 90.37 feet; thence North  $05^{\circ}22'03''$  West, 29.72 feet; thence North  $48^{\circ}12'35''$  East, 44.11 feet; thence North  $23^{\circ}04'55''$  West, 33.84 feet; thence North  $09^{\circ}01'00''$  West, 24.12 feet; thence North  $38^{\circ}48'06''$  East, 469.15 feet; thence North  $12^{\circ}24'00''$  East, 144.97 feet; thence North  $59^{\circ}17'33''$  East, 23.80 feet; thence North  $34^{\circ}28'41''$  East, 60.63 feet; thence South  $83^{\circ}02'14''$  East, 109.35 feet; thence South  $23^{\circ}04'24''$  East, 47.30 feet; thence South  $25^{\circ}55'41''$  East, 42.44 feet; thence South  $62^{\circ}43'14''$  West, 23.59 feet; thence North  $78^{\circ}19'15''$  West, 50.09 feet; thence South  $03^{\circ}21'18''$  East, 63.67 feet; thence South  $52^{\circ}18'58''$  East, 29.32 feet; thence South  $34^{\circ}35'25''$  East, 81.62 feet; thence South  $00^{\circ}36'43''$  West, 69.17 feet; thence North  $34^{\circ}11'06''$  East, 46.10 feet; thence South  $05^{\circ}58'27''$  East, 81.16 feet; thence North  $72^{\circ}08'17''$  East, 31.93 feet; thence South  $08^{\circ}43'27''$  West, 25.14 feet; thence South  $17^{\circ}10'07''$  East, 62.85 feet; thence North  $32^{\circ}41'39''$  East, 53.72 feet; thence South  $71^{\circ}25'38''$  East, 38.04 feet; thence South  $64^{\circ}44'57''$  East, 64.41 feet; thence South  $02^{\circ}46'22''$  West, 43.32 feet; thence South  $41^{\circ}49'35''$  East, 49.46 feet; thence South  $34^{\circ}37'42''$  East, 82.09 feet to the Point of Beginning.

**EXHIBIT "2.3"**

**PERMITTED EXCEPTIONS**

## **PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2006 and subsequent years not yet due and payable.
2. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.
3. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; Validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
4. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.
5. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
6. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
7. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
8. Grant of Construction Easement in favor of the Tolomato Community Development District recorded in Official Records Book 2570, Page 1560 in the public records of St. Johns County, Florida.
9. Resolution Number 2005-193 recorded in Official Records Book 2541, Page 1322 in the public records of St. Johns County, Florida.

10. Unrecorded Installation and Services Agreement dated June 2, 2006 between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC.
11. Any matters which would be disclosed by an accurate survey of the Property.

**EXHIBIT "2.7.1-1"**

**SPECIAL WARRANTY DEED**

PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

AFTER RECORDING, RETURN TO:  
JENNIFER LYNCH, LEGAL ASSISTANT  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

## **SPECIAL WARRANTY DEED**

### **[NOCATEE / AFFORDABLE HOUSING SITE]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **SONOC COMPANY, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter called "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

#### **WITNESSETH:**

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

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

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

**1. PERMITS.** The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30, as amended and as may be amended (the "DRI") and Nocatee Planned Unit Development Ordinance No. 2002-46, as may be amended (the "PUD").

## 2. USE AND DENSITY RESTRICTIONS.

**2.1 Use and Density Restrictions.** Grantee shall occupy and use the Property solely for the development of up to 150 multi-family dwelling units and ancillary recreational uses. The Property shall be used solely for the development of low and/or very low income housing (as defined by the Florida Housing Finance Corporation) for rental and/or for sale housing, unless Grantor approves a different use, in its sole and absolute discretion. In addition, for a period of four (4) years after issuance of the first building permit for vertical construction within the DRI, Grantee shall not solicit or allow the solicitation of proposals for development of the Property, nor shall Grantee commence or allow the commencement of development on the Property.

**2.2 PUD/DRI Compliance.** Due to the integrated nature of the Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor.

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

**2.4 Compliance with Laws.** Grantee will comply, at its expense, with the terms of the DRI and PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.

**2.5 No Implication.** None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

**2.6 Nuisance.** Grantee shall not conduct any business upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

**2.7 Maintenance.** Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well-kept appearance especially along the perimeters of the Property.

**2.8 Architectural Control.** Grantor shall be entitled to review and approve all improvements to be constructed upon the Property, including all buildings, entry features, landscaping, signage, hardscape and all other improvements or structures. No improvement shall be commenced, placed or maintained upon the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Grantor. Each request for approval shall require submission of

two (2) complete sets of all plans and specifications for any improvements or structure subject to Grantor's approval as set forth in this Section 2.8. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials (if not previously approved) proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Grantor shall not be unreasonably withheld, but disapproval may be based upon purely aesthetic grounds determined in the reasonable discretion of Grantor. Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor and if the approval or disapproval is not forthcoming within such fifteen (15) days, the application shall be deemed approved. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

**2.9 Development Criteria.** Grantee agrees that all development within the Property shall comply with the development criteria prepared by Grantor pursuant to the PUD and attached hereto as **Exhibit "C"**.

**2.10 Project Name.** Grantee shall not use the word Nocatee in the name of the project on the Property or in the promotion of such project without Grantor's express prior written consent, which may be withheld in Grantor's sole and absolute discretion.

**3. EASEMENTS AND RIGHTS TO BENEFIT ADJACENT PROPERTIES.** Grantor reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors and successors and assigns, a perpetual easement over and across the Property for access to and installation and maintenance of utility lines and equipment, including but not limited to water, sewer, reuse, electric and gas lines and equipment serving the DRI as a whole, or substantial portions of the DRI, recognizing such services may apply to less than the DRI as a whole to the extent service territories are bifurcated by franchise or similar service boundaries.

Grantor also hereby reserves the right unto itself and its successors and assigns to the extent permitted by law, to select the service provider(s) of cable television, telephone, data and other telecommunications or information services for the Property, and an easement is hereby reserved to Grantor, with the power to assign same to such service provider(s) over, across, under and through the Property for purpose of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating directly, or indirectly, to such services provided to the Property. Grantee hereby consents to any such determination of service made by Grantor and agrees to be bound by commercially reasonable terms of any such provider agreement, including, without limitation, the Installation and Services Agreement between Grantor and Comcast of Greater Florida/Georgia, Inc. dated June 2, 2006 (the "Comcast Agreement"). Notwithstanding anything to the contrary contained in this Deed, Grantee shall not be bound by any terms of the Comcast Agreement or any other provider agreements entered into by Grantor which are contrary to any St. Johns County franchise agreements, state law, federal law or any contracting obligations of St. Johns County under state or federal law.

In addition, Grantee agrees to grant any of the easements set forth in this Section 3 directly to the provider thereof upon request by Grantor or such provider.

**4. MISCELLANEOUS.**

**4.1 Successors and Assigns.** The easement rights, covenants and restrictions contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

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

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

**TO Grantee:**

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

**TO Grantor:**

Richard T. Ray  
SONOC Company, LLC  
c/o Nocatee Development Company  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224

**Copy to:**

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

The effective date of the notice shall be three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.

**4.4 Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound

shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

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

**4.6 Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

**4.7 Additional Restrictions.** Grantor may, with the approval and joinder of Grantee, modify, waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time without the consent or joinder of any other party. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of any other party. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

**4.8 No Third Party Beneficiaries.** This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

**4.9 Release of Grantee.** Upon Grantee's conveyance of all or any part of the Property to subsequent grantees, Grantee shall be released from all duties or responsibilities of Grantee as set forth in this Deed to the extent of such portion of the Property conveyed; provided, however, that such release shall be effective only in the event such subsequent grantee expressly assumes the duties and responsibilities of Grantee hereunder as to the portion of the Property conveyed, and provided further, that Grantee shall not be released as to any portion of the Property retained by Grantee.

[This space intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**SONOC COMPANY, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Harry D. Francis  
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 D. 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  
\_\_\_\_\_

**GRANTEE:**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: 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, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced

\_\_\_\_\_

**LIST OF EXHIBITS**

- Exhibit "A" - Property
- Exhibit "B" - Permitted Exceptions
- Exhibit "C" - Development Criteria

**EXHIBIT "A"**

**Property**

**EXHIBIT "B"**

**Permitted Exceptions**

**EXHIBIT "C"**

**Development Criteria**

**EXHIBIT "2.7.1-2"**

**PUD DEED RESTRICTIONS**

## **PUD DEED RESTRICTIONS**

### **ARCHITECTURAL DEED RESTRICTIONS**

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscaped areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or grassed areas. Irrigation water source shall be reuse water.
3. Pedestrian facilities – Bicycle racks shall be provided at all neighborhood and community parks.
4. Lighting Criteria – no flashing lights shall be installed on the Property.
5. Building material and type – No vinyl siding or horizontal wood siding shall be allowed.
6. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
7. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
8. Screening of dumpsters and mechanical equipment:
  - all exterior air conditioner compressors, pool equipment or other mechanical equipment shall be screened by wood or masonry walls or landscaping.
  - all dumpsters shall be screened by wood or masonry walls and landscaping.
9. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
10. Wells – no individual ground water wells shall be installed on the Property.

**EXHIBIT "2.7.3"**

**MEMORANDUM OF AGREEMENT**

THIS DOCUMENT PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

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

## **MEMORANDUM OF AGREEMENT**

### **[NOCATEE/ AFFORDABLE HOUSING SITE]**

This Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between **SONOC COMPANY, LLC**, a Delaware limited liability company, its successors and assigns (“Grantor”), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Grantor”), its successors and assigns as owners of the Property, as hereinafter defined, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

#### **WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into that certain Affordable Housing Conveyance Agreement dated \_\_\_\_\_, 2006, as amended (“Agreement”) under which terms Grantee has on this date acquired that certain real property more particularly described on the attached **Exhibit “A”** (the “Property”).

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

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein and provided for in the Agreement, Grantee hereby agrees to develop the Property subject to the covenants and agreements set forth in the Agreement. This Memorandum of Agreement shall place the public on notice of inquiry as to the specific provisions, terms, conditions and covenants of the Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. Any terms not defined herein shall have the meanings as set forth in the Agreement. These provisions, terms and conditions include without limitation:

1. In lieu of payment of impact fees otherwise payable to St. Johns County, Florida, any owner of the Property may be obligated to pay Grantor or a community development district (a “CDD”) for impact fee credits Grantor or a CDD has previously obtained prior to obtaining building permits for improvements to be constructed upon the Property.

2. Grantee agrees that assessments are levied and may be levied against the Property by a CDD.

This Memorandum of Agreement shall run with title to the land and be binding upon Grantee, its successors and assigns, and all parties having or acquiring any right, title or interest in the Property or any part thereof. A copy of the Agreement shall be maintained at the offices of each of the Grantee and Grantor, at the address first stated herein, for inspection during normal business hours of such office. This Memorandum of Agreement may be terminated in whole or in part with respect to the Property by a written instrument executed by Grantor, or its successors or assigns, which shall be recorded in the public records of St. Johns County, Florida.

[ This space left blank intentionally ]

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

**GRANTOR:**

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

Signed, sealed and  
delivered in the  
presence of:

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_)

STATE OF FLORIDA     )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, the \_\_\_\_\_ of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
or Produced ID: \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced:  
\_\_\_\_\_

**GRANTEE:**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: County Administrator

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, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced

\_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

**EXHIBIT "2.7.4"**

**ASSIGNMENT OF DEVELOPMENT RIGHTS**

THIS DOCUMENT PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

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

## **ASSIGNMENT OF DEVELOPMENT RIGHTS**

### **[NOCATEE / AFFORDABLE HOUSING SITE]**

**THIS ASSIGNMENT** is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **SONOC COMPANY, LLC**, a Delaware limited liability company (“Assignor”) for the benefit of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Assignee”).

### **BACKGROUND FACTS**

Assignor conveyed to Assignee certain property in St. Johns County, Florida, described on Exhibit A (the “Property”) by a deed executed and delivered simultaneously with this Assignment (the “Special Warranty Deed”). The Property is a portion of Assignor’s development known as Nocatee and is subject to a Development of Regional Impact Order Resolution No. 2001-30, as amended by Resolution No. 2006-95 (the “DRI”) and a Planned Unit Development Ordinance No. 2002-46 (the “PUD”). To accommodate Assignee’s intended use of the Property, Assignor desires to allocate a portion of the development rights under the DRI and the PUD to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

### **AGREEMENT**

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

1. **Background Facts.** The Background Facts as set forth above are true and correct.
2. **Assignment.** From the development rights accorded to Nocatee by the DRI and the PUD, and subject to the provisions of the Special Warranty Deed, Assignor hereby allocates to the Property and assigns to the Assignee, as owner of the Property, the right to develop on the Property up to one hundred fifty (150) multi-family residential dwelling units and ancillary recreational uses (the “Development Rights”). The Development Rights are subject to the applicable terms, conditions and requirements of the DRI and the PUD.

3. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as the Assignee or Assignor may reasonably request concerning the Development Rights, including but not limited to information as may be required for purposes of filing any annual reports pursuant to the DRI.

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

5. **Reversion of Unused Development Rights.** The parties acknowledge that Assignee may, at Assignee's option, develop the land with less than all of the Development Rights herein assigned by Assignor to Assignee. In such event, the excess Development Rights assigned to Assignee shall revert to Assignor for the benefit of other lands in Nocatee. The reversion of Development Rights shall occur upon issuance of the final certificate of occupancy for the improvements to be constructed on the Property and which confirms a development of the Property which is less than the total of the Development Rights herein assigned. The reversion of the excess Development Rights shall occur immediately and automatically. The Assignee agrees that, in such event, and at the request of Assignor, it will execute and deliver to Assignor a document confirming the reallocation and reassignment to the Assignor of unused excess Development Rights assigned by this Assignment.

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

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

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**“ASSIGNEE”**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: 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, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT "A"**

**The Property**

**EXHIBIT "2.7.6"**

**PARTIAL ASSIGNMENT AND  
ASSUMPTION OF SERVICE AGREEMENT**

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
SERVICE AGREEMENT**

**THIS PARTIAL ASSIGNMENT AND ASSUMPTION** by and between **SONOC COMPANY, LLC**, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (“Assignor”), and **JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (“Assignee”) is entered into and effective as of \_\_\_\_\_, 2006.

**RECITALS :**

**WHEREAS**, Assignor is the developer of the Nocatee Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated December 6, 2004 (the “Service Agreement”) for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the Nocatee Property; and

**WHEREAS**, Assignor and Assignee have entered into an Affordable Housing Conveyance Agreement (“Conveyance Agreement”) in which Assignor will convey a portion of the Nocatee Property to Assignee (“Conveyed Property”), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

**WHEREAS**, as a part of such transaction and to accommodate Assignee’s intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor’s rights and obligations under the Service Agreement.

**NOW THEREFORE**, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment.**

3.1. Assignor hereby assigns to Assignee the Water, Sewer and Reclaimed Water Capacity as described on Exhibit "A" attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the obligations under the Service Agreement as to the Water, Sewer and Reclaimed Water Capacity assigned hereunder and all obligations under the Service Agreement as to the Conveyed Property, including but not limited to the rights and obligations with respect to those Developer On-Site Improvements located upon the Conveyed Property or necessary to serve the Conveyed Property.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the Nocatee Property as may be required under Sections 3.9, 5.1 or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Nocatee Development.

4. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the rights herein assigned to any party other than a successor in title to all or part of the Conveyed Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

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

6. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of

the Service Agreement regarding easements and rights of way have been satisfied.

7. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

**IN WITNESS WHEREOF**, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

**ASSIGNOR**

**SONOC COMPANY, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Harry D. Francis  
Vice President

**ASSIGNEE**

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

By: \_\_\_\_\_  
Name: Ben Adams  
Title: County Administrator

Legal Form Approved:

By: \_\_\_\_\_  
County Attorney's Office

**LIST OF EXHIBITS**

- Exhibit "A" - Water, Sewer and Reclaimed Water Capacity
- Exhibit "B" - Development Rights

**EXHIBIT "A"**

Water, Sewer and Reclaimed Water Capacity

The right to Water, Sewer and Reclaimed Water Capacity necessary to serve the quantity of Development Rights as set forth on Exhibit "B" attached hereto and made a part hereof, on a first come, first serve basis as to other landowners within the Nocatee Property.

**EXHIBIT "B"**

Development Rights

150 Multi Family residential dwellings units  
Ancillary recreational uses

**EXHIBIT "3.8"**

**CHAPTER 190 LANDOWNER PROXY**

**LANDOWNER PROXY**

**LANDOWNERS MEETING  
THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints:

SONOC COMPANY, LLC.

And each of its attorneys and agents, with power of substitution and appointment in each of them for and in behalf of the undersigned, to vote as proxy at all meetings of the Landowners of The Tolomato Community Development District according to the number of acres of unplatted land and/or units and/or platted lots owned by the undersigned landowner within the land described in **Exhibit "A"** attached hereto, which the undersigned would be entitled to vote if then personally present, upon any question, position, or resolution or any other matter or thing which may come before said meeting including, but not limited to, the election of members of the Board of Supervisors and may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally come before the meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked.

This proxy is to continue in force from the date hereof and continue for so long as the undersigned has title to the unplatted land and/or units and/or platted lots located within The Tolomato Community Development District for which it is entitled to vote. This proxy is coupled with an interest and is irrevocable, unless consented to by SONOC Company, LLC.

\_\_\_\_\_

Date: \_\_\_\_\_

Votes Entitled to:	_____
Number of unplatted acres owned and entitled to vote:	_____
Number of units owned and entitled to vote:	_____
Number of platted lots owned and entitled to vote:	_____

**EXHIBIT "A"**

**PROPERTY**

Exhibit "B" to Resolution

PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

AFTER RECORDING, RETURN TO:  
JENNIFER LYNCH, LEGAL ASSISTANT  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

**SPECIAL WARRANTY DEED**

**[NOCATEE / AFFORDABLE HOUSING SITE]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **SONOC COMPANY, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter called "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**WITNESSETH:**

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

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

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

**1. PERMITS.** The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30, as amended and as may be amended (the "DRI") and Nocatee Planned Unit Development Ordinance No. 2002-46, as may be amended (the "PUD").

## 2. USE AND DENSITY RESTRICTIONS.

**2.1 Use and Density Restrictions.** Grantee shall occupy and use the Property solely for the development of up to 150 multi-family dwelling units and ancillary recreational uses. The Property shall be used solely for the development of low and/or very low income housing (as defined by the Florida Housing Finance Corporation) for rental and/or for sale housing, unless Grantor approves a different use, in its sole and absolute discretion. In addition, for a period of four (4) years after issuance of the first building permit for vertical construction within the DRI, Grantee shall not solicit or allow the solicitation of proposals for development of the Property, nor shall Grantee commence or allow the commencement of development on the Property.

**2.2 PUD/DRI Compliance.** Due to the integrated nature of the Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor.

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

**2.4 Compliance with Laws.** Grantee will comply, at its expense, with the terms of the DRI and PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.

**2.5 No Implication.** None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

**2.6 Nuisance.** Grantee shall not conduct any business upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

**2.7 Maintenance.** Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well-kept appearance especially along the perimeters of the Property.

**2.8 Architectural Control.** Grantor shall be entitled to review and approve all improvements to be constructed upon the Property, including all buildings, entry features, landscaping, signage, hardscape and all other improvements or structures. No improvement shall be commenced, placed or maintained upon the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Grantor. Each request for approval shall require submission of

two (2) complete sets of all plans and specifications for any improvements or structure subject to Grantor's approval as set forth in this Section 2.8. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials (if not previously approved) proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Grantor shall not be unreasonably withheld, but disapproval may be based upon purely aesthetic grounds determined in the reasonable discretion of Grantor. Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor and if the approval or disapproval is not forthcoming within such fifteen (15) days, the application shall be deemed approved. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

**2.9 Development Criteria.** Grantee agrees that all development within the Property shall comply with the development criteria prepared by Grantor pursuant to the PUD and attached hereto as **Exhibit "C"**.

**2.10 Project Name.** Grantee shall not use the word Nocatee in the name of the project on the Property or in the promotion of such project without Grantor's express prior written consent, which may be withheld in Grantor's sole and absolute discretion.

**3. EASEMENTS AND RIGHTS TO BENEFIT ADJACENT PROPERTIES.** Grantor reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors and successors and assigns, a perpetual easement over and across the Property for access to and installation and maintenance of utility lines and equipment, including but not limited to water, sewer, reuse, electric and gas lines and equipment serving the DRI as a whole, or substantial portions of the DRI, recognizing such services may apply to less than the DRI as a whole to the extent service territories are bifurcated by franchise or similar service boundaries.

Grantor also hereby reserves the right unto itself and its successors and assigns to the extent permitted by law, to select the service provider(s) of cable television, telephone, data and other telecommunications or information services for the Property, and an easement is hereby reserved to Grantor, with the power to assign same to such service provider(s) over, across, under and through the Property for purpose of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating directly, or indirectly, to such services provided to the Property. Grantee hereby consents to any such determination of service made by Grantor and agrees to be bound by commercially reasonable terms of any such provider agreement, including, without limitation, the Installation and Services Agreement between Grantor and Comcast of Greater Florida/Georgia, Inc. dated June 2, 2006 (the "Comcast Agreement"). Notwithstanding anything to the contrary contained in this Deed, Grantee shall not be bound by any terms of the Comcast Agreement or any other provider agreements entered into by Grantor which are contrary to any St. Johns County franchise agreements, state law, federal law or any contracting obligations of St. Johns County under state or federal law.

In addition, Grantee agrees to grant any of the easements set forth in this Section 3 directly to the provider thereof upon request by Grantor or such provider.

**4. MISCELLANEOUS.**

**4.1 Successors and Assigns.** The easement rights, covenants and restrictions contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

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

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

**TO Grantee:**

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

**TO Grantor:**

Richard T. Ray  
SONOC Company, LLC  
c/o Nocatee Development Company  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224

**Copy to:**

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

The effective date of the notice shall be three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.

**4.4 Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound

shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

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

**4.6 Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

**4.7 Additional Restrictions.** Grantor may, with the approval and joinder of Grantee, modify, waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time without the consent or joinder of any other party. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of any other party. Upon such assignment, provided assignee assumes all of the obligations of Grantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

**4.8 No Third Party Beneficiaries.** This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

**4.9 Release of Grantee.** Upon Grantee's conveyance of all or any part of the Property to subsequent grantees, Grantee shall be released from all duties or responsibilities of Grantee as set forth in this Deed to the extent of such portion of the Property conveyed; provided, however, that such release shall be effective only in the event such subsequent grantee expressly assumes the duties and responsibilities of Grantee hereunder as to the portion of the Property conveyed, and provided further, that Grantee shall not be released as to any portion of the Property retained by Grantee.

**[This space intentionally left blank.]**

**IN WITNESS WHEREOF**, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**SONOC COMPANY, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Harry D. Francis  
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 D. 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  
\_\_\_\_\_

**GRANTEE:**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: 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, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced

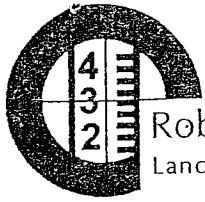
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**LIST OF EXHIBITS**

- Exhibit "A" - Property
- Exhibit "B" - Permitted Exceptions
- Exhibit "C" - Development Criteria

**EXHIBIT "A"**

**Property**



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

April 18, 2006

Work Order No. 06-109.00  
Nocatee

### Nocatee 10 Acre Affordable Housing Site

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 678 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of said Section 2, thence North  $00^{\circ}39'22''$  West, along the Easterly line of said Section 2, a distance of 1877.10 feet to a point lying on the Northwesterly right of way line of County Road 210 (Palm Valley Road), a 100 foot right of way as now established; thence South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line, 1216.04 feet to the Point of Beginning.

From said Point of Beginning, thence continue South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line of County Road 210, a distance of 553.35 feet to a point of curvature of a curve concave Northwesterly, having a radius of 809.92 feet; thence Southwesterly, continuing along said Northwesterly right of way line, and along the arc of said curve, through a central angle of  $14^{\circ}42'04''$ , an arc length of 207.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}43'20''$  West, 207.24 feet; thence North  $71^{\circ}15'04''$  West, departing said Northwesterly right of way line, 90.07 feet; thence North  $83^{\circ}00'32''$  West, 38.65 feet; thence South  $46^{\circ}43'30''$  West, 25.21 feet; thence South  $12^{\circ}20'18''$  West, 20.26 feet; thence North  $79^{\circ}26'14''$  West, 88.21 feet; thence North  $30^{\circ}04'29''$  West, 36.48 feet; thence North  $38^{\circ}59'05''$  East, 41.17 feet; thence North  $10^{\circ}06'00''$  East, 68.81 feet; thence North  $08^{\circ}40'15''$  East, 58.64 feet; thence North  $38^{\circ}11'08''$  West, 16.74 feet; thence North  $21^{\circ}22'34''$  East, 90.37 feet; thence North  $05^{\circ}22'03''$  West, 29.72 feet; thence North  $48^{\circ}12'35''$  East, 44.11 feet; thence North  $23^{\circ}04'55''$  West, 33.84 feet; thence North  $09^{\circ}01'00''$  West, 24.12 feet; thence North  $38^{\circ}48'06''$  East, 469.15 feet; thence North  $12^{\circ}24'00''$  East, 144.97 feet; thence North  $59^{\circ}17'33''$  East, 23.80 feet; thence North  $34^{\circ}28'41''$  East, 60.63 feet; thence South  $83^{\circ}02'14''$  East, 109.35 feet; thence South  $23^{\circ}04'24''$  East, 47.30 feet; thence South  $25^{\circ}55'41''$  East, 42.44 feet; thence South  $62^{\circ}43'14''$  West, 23.59 feet; thence North  $78^{\circ}19'15''$  West, 50.09 feet; thence South  $03^{\circ}21'18''$  East, 63.67 feet; thence South  $52^{\circ}18'58''$  East, 29.32 feet; thence South  $34^{\circ}35'25''$  East, 81.62 feet; thence South  $00^{\circ}36'43''$  West, 69.17 feet; thence North  $34^{\circ}11'06''$  East, 46.10 feet; thence South  $05^{\circ}58'27''$  East, 81.16 feet; thence North  $72^{\circ}08'17''$  East, 31.93 feet; thence South  $08^{\circ}43'27''$  West, 25.14 feet; thence South  $17^{\circ}10'07''$  East, 62.85 feet; thence North  $32^{\circ}41'39''$  East, 53.72 feet; thence South  $71^{\circ}25'38''$  East, 38.04 feet; thence South  $64^{\circ}44'57''$  East, 64.41 feet; thence South  $02^{\circ}46'22''$  West, 43.32 feet; thence South  $41^{\circ}49'35''$  East, 49.46 feet; thence South  $34^{\circ}37'42''$  East, 82.09 feet to the Point of Beginning.

**EXHIBIT "B"**

**Permitted Exceptions**

## PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2006 and subsequent years not yet due and payable.
2. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.
3. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; Validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
4. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.
5. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
6. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
7. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
8. Grant of Construction Easement in favor of the Tolomato Community Development District recorded in Official Records Book 2570, Page 1560 in the public records of St. Johns County, Florida.
9. Resolution Number 2005-193 recorded in Official Records Book 2541, Page 1322 in the public records of St. Johns County, Florida.

10. Unrecorded Installation and Services Agreement dated June 2, 2006 between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC.
11. Any matters which would be disclosed by an accurate survey of the Property.

**EXHIBIT "C"**

**Development Criteria**

## **PUD DEED RESTRICTIONS**

### **ARCHITECTURAL DEED RESTRICTIONS**

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscaped areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or grassed areas. Irrigation water source shall be reuse water.
3. Pedestrian facilities – Bicycle racks shall be provided at all neighborhood and community parks.
4. Lighting Criteria – no flashing lights shall be installed on the Property.
5. Building material and type – No vinyl siding or horizontal wood siding shall be allowed.
6. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
7. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
8. Screening of dumpsters and mechanical equipment:
  - all exterior air conditioner compressors, pool equipment or other mechanical equipment shall be screened by wood or masonry walls or landscaping.
  - all dumpsters shall be screened by wood or masonry walls and landscaping.
9. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
10. Wells – no individual ground water wells shall be installed on the Property.

Exhibit "C" to Resolution

THIS DOCUMENT PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

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

**ASSIGNMENT OF DEVELOPMENT RIGHTS**

**[NOCATEE / AFFORDABLE HOUSING SITE]**

**THIS ASSIGNMENT** is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **SONOC COMPANY, LLC**, a Delaware limited liability company ("Assignor") for the benefit of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignee").

**BACKGROUND FACTS**

Assignor conveyed to Assignee certain property in St. Johns County, Florida, described on Exhibit A (the "Property") by a deed executed and delivered simultaneously with this Assignment (the "Special Warranty Deed"). The Property is a portion of Assignor's development known as Nocatee and is subject to a Development of Regional Impact Order Resolution No. 2001-30, as amended by Resolution No. 2006-95 (the "DRI") and a Planned Unit Development Ordinance No. 2002-46 (the "PUD"). To accommodate Assignee's intended use of the Property, Assignor desires to allocate a portion of the development rights under the DRI and the PUD to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

**AGREEMENT**

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

1. **Background Facts.** The Background Facts as set forth above are true and correct.
2. **Assignment.** From the development rights accorded to Nocatee by the DRI and the PUD, and subject to the provisions of the Special Warranty Deed, Assignor hereby allocates to the Property and assigns to the Assignee, as owner of the Property, the right to develop on the Property up to one hundred fifty (150) multi-family residential dwelling units and ancillary recreational uses (the "Development Rights"). The Development Rights are subject to the applicable terms, conditions and requirements of the DRI and the PUD.

3. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as the Assignee or Assignor may reasonably request concerning the Development Rights, including but not limited to information as may be required for purposes of filing any annual reports pursuant to the DRI.

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

5. **Reversion of Unused Development Rights.** The parties acknowledge that Assignee may, at Assignee's option, develop the land with less than all of the Development Rights herein assigned by Assignor to Assignee. In such event, the excess Development Rights assigned to Assignee shall revert to Assignor for the benefit of other lands in Nocatee. The reversion of Development Rights shall occur upon issuance of the final certificate of occupancy for the improvements to be constructed on the Property and which confirms a development of the Property which is less than the total of the Development Rights herein assigned. The reversion of the excess Development Rights shall occur immediately and automatically. The Assignee agrees that, in such event, and at the request of Assignor, it will execute and deliver to Assignor a document confirming the reallocation and reassignment to the Assignor of unused excess Development Rights assigned by this Assignment.

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

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

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**“ASSIGNEE”**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: County Administrator

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

Legal form approved:

\_\_\_\_\_  
County Attorney

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

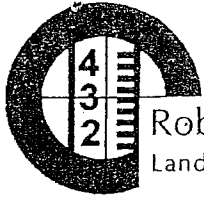
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by Ben Adams, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT "A"**

**The Property**



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

April 18, 2006

Work Order No. 06-109.00  
Nocatee

### Nocatee 10 Acre Affordable Housing Site

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 678 of the public records of said county, being more particularly described as follows:

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From said Point of Beginning, thence continue South  $55^{\circ}22'18''$  West, along said Northwesternly right of way line of County Road 210, a distance of 553.35 feet to a point of curvature of a curve concave Northwesternly, having a radius of 809.92 feet; thence Southwesterly, continuing along said Northwesternly right of way line, and along the arc of said curve, through a central angle of  $14^{\circ}42'04''$ , an arc length of 207.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}43'20''$  West, 207.24 feet; thence North  $71^{\circ}15'04''$  West, departing said Northwesternly right of way line, 90.07 feet; thence North  $83^{\circ}00'32''$  West, 38.65 feet; thence South  $46^{\circ}43'30''$  West, 25.21 feet; thence South  $12^{\circ}20'18''$  West, 20.26 feet; thence North  $79^{\circ}26'14''$  West, 88.21 feet; thence North  $30^{\circ}04'29''$  West, 36.48 feet; thence North  $38^{\circ}59'05''$  East, 41.17 feet; thence North  $10^{\circ}06'00''$  East, 68.81 feet; thence North  $08^{\circ}40'15''$  East, 58.64 feet; thence North  $38^{\circ}11'08''$  West, 16.74 feet; thence North  $21^{\circ}22'34''$  East, 90.37 feet; thence North  $05^{\circ}22'03''$  West, 29.72 feet; thence North  $48^{\circ}12'35''$  East, 44.11 feet; thence North  $23^{\circ}04'55''$  West, 33.84 feet; thence North  $09^{\circ}01'00''$  West, 24.12 feet; thence North  $38^{\circ}48'06''$  East, 469.15 feet; thence North  $12^{\circ}24'00''$  East, 144.97 feet; thence North  $59^{\circ}17'33''$  East, 23.80 feet; thence North  $34^{\circ}28'41''$  East, 60.63 feet; thence South  $83^{\circ}02'14''$  East, 109.35 feet; thence South  $23^{\circ}04'24''$  East, 47.30 feet; thence South  $25^{\circ}55'41''$  East, 42.44 feet; thence South  $62^{\circ}43'14''$  West, 23.59 feet; thence North  $78^{\circ}19'15''$  West, 50.09 feet; thence South  $03^{\circ}21'18''$  East, 63.67 feet; thence South  $52^{\circ}18'58''$  East, 29.32 feet; thence South  $34^{\circ}35'25''$  East, 81.62 feet; thence South  $00^{\circ}36'43''$  West, 69.17 feet; thence North  $34^{\circ}11'06''$  East, 46.10 feet; thence South  $05^{\circ}58'27''$  East, 81.16 feet; thence North  $72^{\circ}08'17''$  East, 31.93 feet; thence South  $08^{\circ}43'27''$  West, 25.14 feet; thence South  $17^{\circ}10'07''$  East, 62.85 feet; thence North  $32^{\circ}41'39''$  East, 53.72 feet; thence South  $71^{\circ}25'38''$  East, 38.04 feet; thence South  $64^{\circ}44'57''$  East, 64.41 feet; thence South  $02^{\circ}46'22''$  West, 43.32 feet; thence South  $41^{\circ}49'35''$  East, 49.46 feet; thence South  $34^{\circ}37'42''$  East, 82.09 feet to the Point of Beginning.

THIS DOCUMENT PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

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

**MEMORANDUM OF AGREEMENT**

**[NOCATEE/ AFFORDABLE HOUSING SITE]**

This Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between **SONOC COMPANY, LLC**, a Delaware limited liability company, its successors and assigns ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantor"), its successors and assigns as owners of the Property, as hereinafter defined, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into that certain Affordable Housing Conveyance Agreement dated \_\_\_\_\_, 2006, as amended ("Agreement") under which terms Grantee has on this date acquired that certain real property more particularly described on the attached **Exhibit "A"** (the "Property").

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

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein and provided for in the Agreement, Grantee hereby agrees to develop the Property subject to the covenants and agreements set forth in the Agreement. This Memorandum of Agreement shall place the public on notice of inquiry as to the specific provisions, terms, conditions and covenants of the Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. Any terms not defined herein shall have the meanings as set forth in the Agreement. These provisions, terms and conditions include without limitation:

1. In lieu of payment of impact fees otherwise payable to St. Johns County, Florida, any owner of the Property may be obligated to pay Grantor or a community development district (a "CDD") for impact fee credits Grantor or a CDD has previously obtained prior to obtaining building permits for improvements to be constructed upon the Property.

2. Grantee agrees that assessments are levied and may be levied against the Property by a CDD.

This Memorandum of Agreement shall run with title to the land and be binding upon Grantee, its successors and assigns, and all parties having or acquiring any right, title or interest in the Property or any part thereof. A copy of the Agreement shall be maintained at the offices of each of the Grantee and Grantor, at the address first stated herein, for inspection during normal business hours of such office. This Memorandum of Agreement may be terminated in whole or in part with respect to the Property by a written instrument executed by Grantor, or its successors or assigns, which shall be recorded in the public records of St. Johns County, Florida.

**[ This space left blank intentionally ]**

IN WITNESS WHEREOF, Grantee and Grantor have executed this Memorandum of Agreement as of 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_)

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, the \_\_\_\_\_ of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known: \_\_\_\_\_  
or Produced ID: \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced:  
\_\_\_\_\_

**GRANTEE:**

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

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

By: \_\_\_\_\_  
Name: Ben Adams  
Title: 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, as County Administrator of **ST. JOHNS COUNTY, FLORIDA**, on behalf of the County.

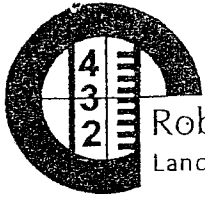
\_\_\_\_\_  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D. \_\_\_\_\_  
[Check one of the above]  
Type of Identification Produced

\_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**



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

April 18, 2006

Work Order No. 06-109.00  
Nocatee

### Nocatee 10 Acre Affordable Housing Site

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 678 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of said Section 2, thence North  $00^{\circ}39'22''$  West, along the Easterly line of said Section 2, a distance of 1877.10 feet to a point lying on the Northwesterly right of way line of County Road 210 (Palm Valley Road), a 100 foot right of way as now established; thence South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line, 1216.04 feet to the Point of Beginning.

From said Point of Beginning, thence continue South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line of County Road 210, a distance of 553.35 feet to a point of curvature of a curve concave Northwesterly, having a radius of 809.92 feet; thence Southwesterly, continuing along said Northwesterly right of way line, and along the arc of said curve, through a central angle of  $14^{\circ}42'04''$ , an arc length of 207.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}43'20''$  West, 207.24 feet; thence North  $71^{\circ}15'04''$  West, departing said Northwesterly right of way line, 90.07 feet; thence North  $83^{\circ}00'32''$  West, 38.65 feet; thence South  $46^{\circ}43'30''$  West, 25.21 feet; thence South  $12^{\circ}20'18''$  West, 20.26 feet; thence North  $79^{\circ}26'14''$  West, 88.21 feet; thence North  $30^{\circ}04'29''$  West, 36.48 feet; thence North  $38^{\circ}59'05''$  East, 41.17 feet; thence North  $10^{\circ}06'00''$  East, 68.81 feet; thence North  $08^{\circ}40'15''$  East, 58.64 feet; thence North  $38^{\circ}11'08''$  West, 16.74 feet; thence North  $21^{\circ}22'34''$  East, 90.37 feet; thence North  $05^{\circ}22'03''$  West, 29.72 feet; thence North  $48^{\circ}12'35''$  East, 44.11 feet; thence North  $23^{\circ}04'55''$  West, 33.84 feet; thence North  $09^{\circ}01'00''$  West, 24.12 feet; thence North  $38^{\circ}48'06''$  East, 469.15 feet; thence North  $12^{\circ}24'00''$  East, 144.97 feet; thence North  $59^{\circ}17'33''$  East, 23.80 feet; thence North  $34^{\circ}28'41''$  East, 60.63 feet; thence South  $83^{\circ}02'14''$  East, 109.35 feet; thence South  $23^{\circ}04'24''$  East, 47.30 feet; thence South  $25^{\circ}55'41''$  East, 42.44 feet; thence South  $62^{\circ}43'14''$  West, 23.59 feet; thence North  $78^{\circ}19'15''$  West, 50.09 feet; thence South  $03^{\circ}21'18''$  East, 63.67 feet; thence South  $52^{\circ}18'58''$  East, 29.32 feet; thence South  $34^{\circ}35'25''$  East, 81.62 feet; thence South  $00^{\circ}36'43''$  West, 69.17 feet; thence North  $34^{\circ}11'06''$  East, 46.10 feet; thence South  $05^{\circ}58'27''$  East, 81.16 feet; thence North  $72^{\circ}08'17''$  East, 31.93 feet; thence South  $08^{\circ}43'27''$  West, 25.14 feet; thence South  $17^{\circ}10'07''$  East, 62.85 feet; thence North  $32^{\circ}41'39''$  East, 53.72 feet; thence South  $71^{\circ}25'38''$  East, 38.04 feet; thence South  $64^{\circ}44'57''$  East, 64.41 feet; thence South  $02^{\circ}46'22''$  West, 43.32 feet; thence South  $41^{\circ}49'35''$  East, 49.46 feet; thence South  $34^{\circ}37'42''$  East, 82.09 feet to the Point of Beginning.

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
SERVICE AGREEMENT**

**THIS PARTIAL ASSIGNMENT AND ASSUMPTION** by and between **SONOC COMPANY, LLC**, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 ("Assignor"), and **JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Assignee") is entered into and effective as of \_\_\_\_\_, 2006.

**RECITALS:**

**WHEREAS**, Assignor is the developer of the Nocatee Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated December 6, 2004 (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the Nocatee Property; and

**WHEREAS**, Assignor and Assignee have entered into an Affordable Housing Conveyance Agreement ("Conveyance Agreement") in which Assignor will convey a portion of the Nocatee Property to Assignee ("Conveyed Property"), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

**WHEREAS**, as a part of such transaction and to accommodate Assignee's intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor's rights and obligations under the Service Agreement.

**NOW THEREFORE**, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment.**

3.1. Assignor hereby assigns to Assignee the Water, Sewer and Reclaimed Water Capacity as described on Exhibit "A" attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the obligations under the Service Agreement as to the Water, Sewer and Reclaimed Water Capacity assigned hereunder and all obligations under the Service Agreement as to the Conveyed Property, including but not limited to the rights and obligations with respect to those Developer On-Site Improvements located upon the Conveyed Property or necessary to serve the Conveyed Property.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the Nocatee Property as may be required under Sections 3.9, 5.1 or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Nocatee Development.

4. **Restriction on Subsequent Assignments.** Assignee shall not assign any of the rights herein assigned to any party other than a successor in title to all or part of the Conveyed Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

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

6. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of

the Service Agreement regarding easements and rights of way have been satisfied.

7. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

**ASSIGNOR**

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

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

Harry D. Francis  
Vice President

**ASSIGNEE**

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

By: \_\_\_\_\_  
Name: Ben Adams  
Title: County Administrator

Legal Form Approved:

By: \_\_\_\_\_  
County Attorney's Office

**LIST OF EXHIBITS**

- Exhibit "A" - Water, Sewer and Reclaimed Water Capacity
- Exhibit "B" - Development Rights

**EXHIBIT "A"**

Water, Sewer and Reclaimed Water Capacity

The right to Water, Sewer and Reclaimed Water Capacity necessary to serve the quantity of Development Rights as set forth on Exhibit "B" attached hereto and made a part hereof, on a first come, first serve basis as to other landowners within the Nocatee Property.

**EXHIBIT "B"**

Development Rights

150 Multi Family residential dwellings units  
Ancillary recreational uses

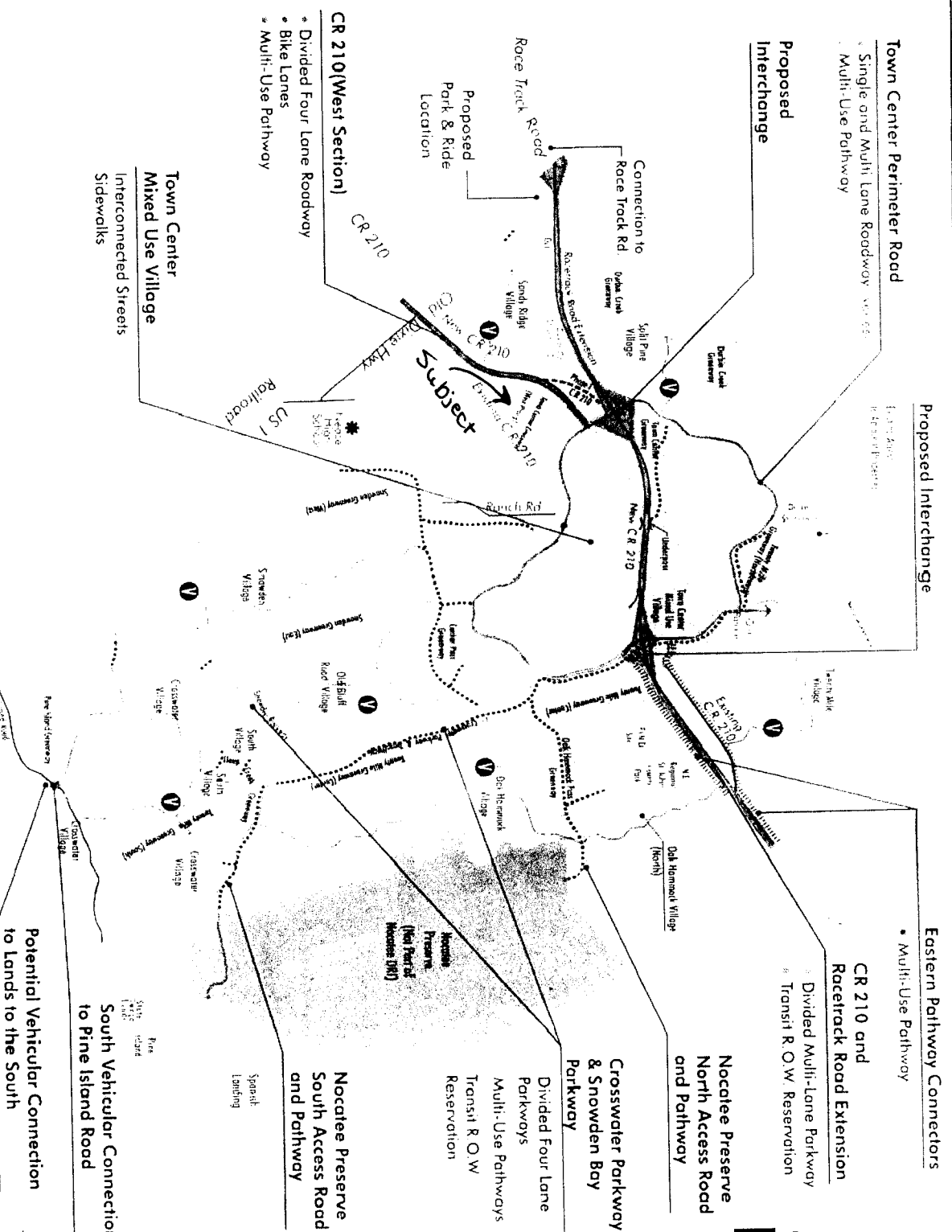


# NOCATEE MASTER CIRCULATION PLAN

## Map H2

Legend

- Town Center Perimeter Road
- Crosswater Parkway and Snowden Parkway
- New CR 210 West Section
- Nocatee Preserve Access Road
- New CR 210 and EastWest Parkway
- Greenway Paths and Trails
- Parkway Connectors
- Internal Village Pathways (See S.W. 1)
- Village Center
- Villages



PROSSER HALLOCK

