

RESOLUTION NO. 2009- 73

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR ACCESS AND UTILITIES FOR INSTALLATION OF WATER, SEWER, WASTEWATER AND RECLAIMED WATER LINES WITHIN THE PROPOSED RIGHT OF WAY OF CR 2209 TO THE FUTURE NORTHWEST AREA REGIONAL WASTEWATER TREATMENT PLANT SITE.

RECITALS

WHEREAS, SJP, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Access and Utilities along the proposed right of way of CR 2209, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, SJP granted an Access Easement to the County for ingress and egress to the future Plant Site attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, SJP and the County Utility Department have agreed to amend the aforementioned Easement to modify the legal description and to grant the right to install water, sewer, wastewater and reclaimed water lines in addition to access within the proposed right of way of CR 2209 to the future Northwest Area Regional Wastewater Treatment Plant site; and

WHEREAS, to the extent that there are typographical, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 Easement for Access and Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and replaces the original Easement granted in Official Records Book 2874 Page 1016 of the public records of St. Johns County.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Access and Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of April, 2009.

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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Ram Halterman
Deputy Clerk

RENDITION DATE 4/9/09

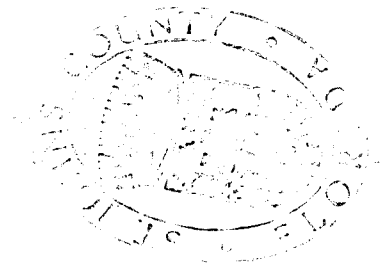


Exhibit "A" to Resolution

Prepared by:
Nanette Bradbury
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR ACCESS AND UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2009 by **SJP, L.L.C.**, a Florida limited liability company, with an address of 3030 Hartley Road, Suite 300, Jacksonville, Florida 32257 (the "Grantor") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084 (the "Grantee").

RECITALS:

A. Grantor and Grantee are parties to a Utility Service and Refund Agreement for the SilverLeaf Plantation Development of Regional Impact dated October 17, 2006 (the "Utility Service Agreement").

B. Pursuant to the terms of the Utility Service Agreement, Grantor and J&N Ventures, LLC conveyed the Northwest Area Regional Wastewater Treatment Plant site ("Plant Site") to Grantee by Special Warranty Deed recorded in Official Records Book 2874, at Page 1010 of the public records of St. Johns County, Florida.

C. In connection with the conveyance of the Plant Site to Grantee, the Grantor granted a Non-Exclusive Access Easement to Grantee for ingress and egress to the Plant Site by document recorded in Official Records Book 2874, at Page 1016 of the public records of St. Johns County, Florida (the "Prior Easement").

D. The Real Property described on the attached **Exhibit "A"** (the "Easement Property") constitutes a portion of the future right-of-way for a public road to be known as County Road 2209 ("County Road 2209").

E. Grantor and Grantee have agreed to amend and restate the Prior Easement to modify the legal description of the Easement Property and to grant to Grantee the right to install utility lines within the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth in this Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above Recitals are true and correct, form a material part of this Easement, and are incorporated herein by reference.

2. Effect on Prior Easement. The Prior Easement is hereby superceded in its entirety and is replaced by this Easement.

3. Limitation on Easement. This Easement is limited to the purposes stated herein and does not convey any other right, claim to, or interest in the Easement Property. Grantor reserves the right to use and occupy, and to grant to others the right to use and occupy the Easement Property for any purpose which is not inconsistent with the intended use of the Easement Property.

4. County Road 2209. The ingress easement granted by this Easement is for use by Grantee, its employees, agents, consultants, contractors and other authorized persons for ingress and egress to and from the Plant Site and for the construction, operation and maintenance of water, wastewater and reclaimed water utility lines going to and from the Plant Site. Grantee shall have no right to use the Easement Property for a public road. Grantee agrees that in the event that it purchases the right-of-way of County Road 2209 from the Grantor or its successors and assigns, that this Easement shall not constitute an objection to title or constitute grounds for reducing the value or purchase price of the right-of-way.

5. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement for ingress and egress to and from the Plant Site and an easement to install, construct, operate, maintain, repair, replace and remove water, wastewater, and reclaimed water lines running to and from the Plant Site and all other equipment and appurtenances as may be necessary or convenient for the operation of said lines (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the Easement Property. This easement is for water, wastewater and reclaimed water utility purposes only and does not convey any right to install other utilities such as cable television service lines or any other facilities or improvements.

6. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

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

8. All Utility Lines and Associated Equipment shall be installed in accordance with engineering plans prepared in coordination with the plans for County Road 2209 and the permits and approvals for the SilverLeaf Development of Regional Impact so that such Utility Lines and Associated Equipment do not interfere with the construction and use of County Road 2209 or the adjacent real property.

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

10. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

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

12. The Grantee shall maintain the Utility Lines and Associated Equipment.

13. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal.

14. Grantee shall not disturb or damage any fencing outside of the Easement Property and shall properly maintain and lock any gate within the Easement Property. Grantor and Grantee shall cooperate with one another and other adjacent land owners to ensure that each has proper access through gates and that all such gates shall be kept closed and locked.

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

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

GRANTOR:

SJP, L.L.C., a Florida limited liability company

Witness: _____

By: _____

Witness: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of SJP, L.L.C., a Florida limited liability company, and is personally known to me or provided _____ as identification.

Notary Public, State of Florida, At Large

GRANTEE:

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

Witness: _____

By: _____
Chair

Witness: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, Chair of the Board of County Commission, and is personally known to me.

Notary Public, State of Florida at Large

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Exhibit "A" to Easement

Revised March 5, 2009
March 2, 2009
Silverleaf
Page 1 of 2

Work Order No. 09-018.00
File No. 120E-21A

Easement for Access and Utilities

A portion of Subsections 3, 6 and 7, of the subdivision of the Antonio Huertas Grant, Section 38, Township 6 South, Range 28 East, all lying in St. Johns County, Florida, as recorded in Deed Book Q, page 495 of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Southeast corner of said Subsection 3, thence North $72^{\circ}44'25''$ West, along the Southerly line of said Subsection 3, said line also being the line dividing said Subsection 3 and said Subsection 6, a distance of 1728.97 feet to the Point of Beginning.

From said Point of Beginning, thence South $06^{\circ}27'25''$ West, departing said Southerly line of Subsection 3, a distance of 366.35 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2453.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of $52^{\circ}38'31''$, an arc length of 2254.22 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $19^{\circ}51'51''$ East, 2175.76 feet; thence North $17^{\circ}31'29''$ East, 18.86 feet; thence South $53^{\circ}12'06''$ East, 412.86 feet; thence North $36^{\circ}48'14''$ East, 74.99 feet to a point lying on the line dividing said Subsection 6 and said Subsection 7, said point also being the Southwest corner of Parcel "B", as described and recorded in Official Records Book 837, page 810 of said Public Records; thence South $53^{\circ}12'07''$ East, departing said dividing line, along the Southerly line of said Parcel "B", and along the Southerly line of those lands described and recorded in Official Records Book 1095, page 1592 of said Public Records, a distance of 2223.27 feet to a point lying on the Northwesterly right of way line of International Golf Parkway, a 100 foot right of way as presently established; thence South $50^{\circ}37'10''$ West, departing said Southerly lines and along said Northwesterly right of way line, 423.07 feet; thence North $01^{\circ}18'34''$ East, departing said Northwesterly right of way line, 32.45 feet to a point on a curve concave Southwesterly, having a radius of 11334.98 feet; thence Northwesterly, along the arc of said curve, through a central angle of $05^{\circ}50'11''$, an arc length of 1154.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $51^{\circ}12'50''$ West, 1154.11 feet; thence North $54^{\circ}07'55''$ West, 1013.12 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2703.50 feet; thence Northwesterly, along the arc of said curve, through a central angle of $60^{\circ}35'20''$, an arc length of 2858.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $23^{\circ}50'15''$ West, 2727.53 feet; thence North $06^{\circ}27'25''$ East, 143.96 feet to a

Revised March 5, 2009
March 2, 2009
Silverleaf
Page 2 of 2

Work Order No. 09-018.00
File No. 120E-21A

Easement for Access and Utilities

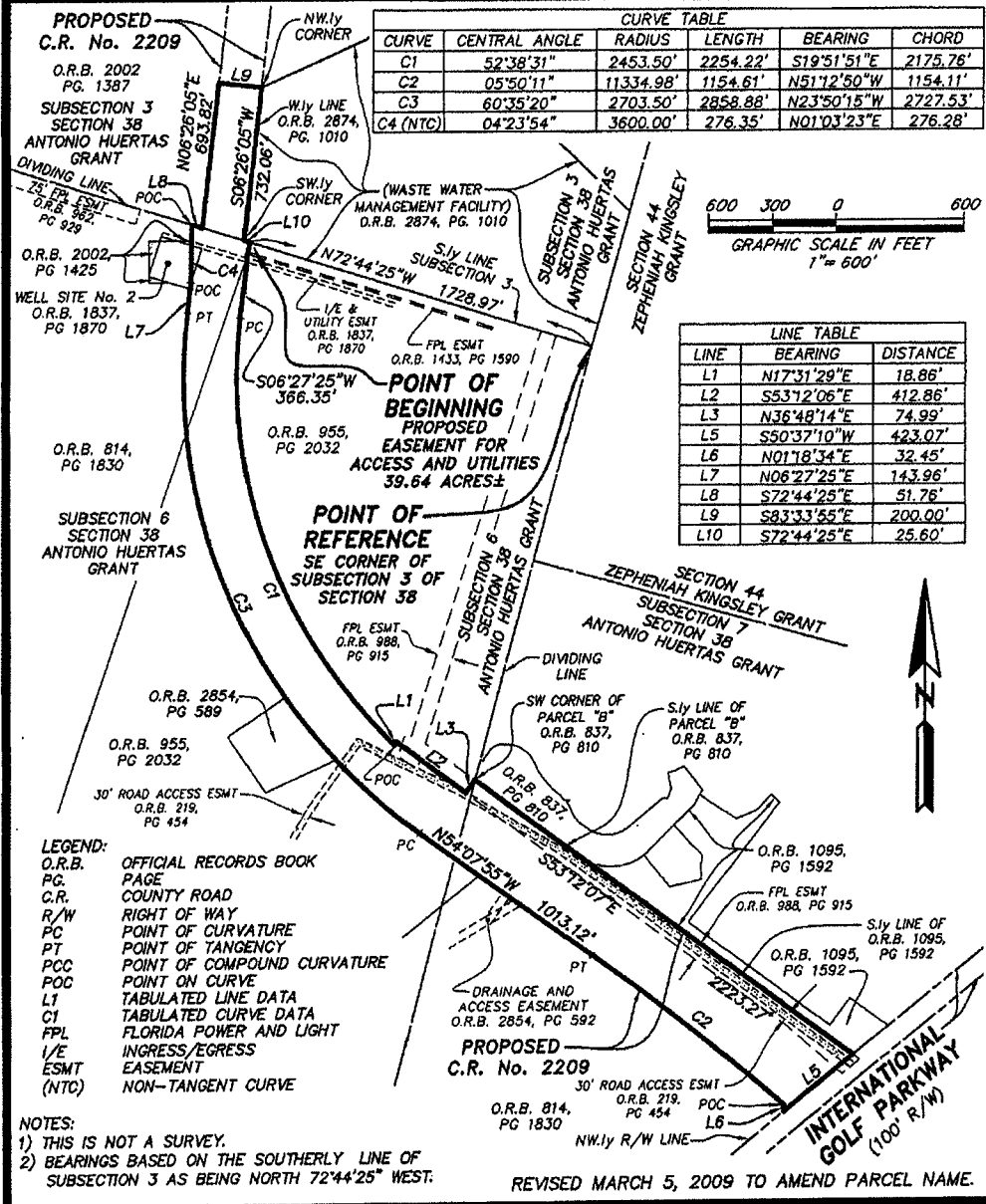
point on a non-tangent curve concave Easterly, having a radius of 3600.00 feet; thence Northerly, along the arc of said curve, through a central angle of $04^{\circ}23'54''$, an arc length of 276.35 feet to a point on said curve, said point lying on said dividing line of Subsection 3 and Subsection 6, said arc being subtended by a chord bearing and distance of North $01^{\circ}03'23''$ East, 276.28 feet; thence South $72^{\circ}44'25''$ East, along said dividing line, 51.76 feet; thence North $06^{\circ}26'05''$ East, departing said dividing line, 693.82 feet; thence South $83^{\circ}33'55''$ East, 200.00 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 2874, page 1010 of said Public Records; thence South $06^{\circ}26'05''$ West, along the Westerly line of said Official Records Book 2874, page 1010, a distance of 732.06 feet to the Southwesterly corner thereof, said corner lying on said dividing line of Subsection 3 and Subsection 6; thence South $72^{\circ}44'25''$ East, along said dividing line, 25.60 feet to the Point of Beginning.

Less and except that portion of Well Site No. 2, as described and recorded in Official Records Book 1837, page 1870, of said Public Records, lying within the above described lands.

Containing 39.64 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SUBSECTIONS 3, 6 AND 7, OF THE SUBDIVISION OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN DEED BOOK Q, PAGE 495 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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



Robert M. Angas Associates, inc.

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

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

DAMON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6284

DATE: MARCH 2, 2009 SCALE: 1"=600'

ORDER NO.: 09-018.00 FILE NO.: 120E-21A DRAWN BY: DMS CAD FILE: I:\SVR\Silverleaf\sketches\Silverleaf CR 2209 Utility Esmt Sketch.dwg

THIS DOCUMENT PREPARED BY
AND RETURNED TO:

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

Public Records of
St. Johns County, FL
Clerk # 2007013786,
O.R. 2074 PG 1016-1020
02/28/2007 at 01:23 PM,
REC. \$21.00 SUR. \$23.00
Doc. D \$.70

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**NON-EXCLUSIVE
ACCESS EASEMENT**

THIS NON-EXCLUSIVE ACCESS EASEMENT, ("Easement") is made and entered into this 7th day of February, 2007, by and between SJP, L.L.C, a Florida limited liability company, having an address at 3030 Hartley Road, Suite 300, Jacksonville, Florida, 32257 ("Grantor"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida, having an address of 4020 Lewis Speedway, St. Augustine, Florida, 32095 ("Grantee").

RECITALS

A. Grantor is the owner of those certain lands in St. Johns County, Florida, as more particularly described on the attached Exhibit "A" (the "Easement Property").

B. Contemporaneously with the granting of this Easement, Grantor conveyed to Grantee certain property located adjacent to the Easement Property and described on the attached Exhibit B ("Conveyed Property").

C. Grantor intends for the Easement Property to be used for construction of a public right-of-way to be dedicated to Grantee (or other applicable governmental authority) to be known as County Road 2209, or such other name approved by such governmental authority ("County Road 2209").

D. Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement over, on, upon and across the Easement Property for the specific and limited purposes set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth in this Easement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledges, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Easement, and are incorporated herein by reference.

2. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement for ingress and egress over, on, under and upon the Easement Property in accordance with the provisions of this Easement.

3. **Limitation on Easement.** This Easement is limited to the purposes stated herein and does not convey any other right, claim to, or interest in the Easement Property. Grantor

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150005731

reserves the right to use and occupy and to grant to others the right to use and occupy Easement Property for any purpose which is not consistent with the intended use of the Easement Property for provision of ingress and egress to Grantee.

4. **Dedication of County Road 2209.** Upon dedication of all or any portion of County Road 2209 to the Grantee or another appropriate governmental entity, Grantee's easement over such portion of the Easement Property shall automatically terminate.

5. **Successors and Assigns.** The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with the Easement Property in perpetuity.

6. **Modification.** This Easement may be modified or amended only upon the mutual written consent of Grantee and Grantor.

7. **Severability.** In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from this remainder of this Agreement, and this Agreement as so modified shall continue to be in full force and effect.

8. **Attorneys Fees and Costs.** In the event of any litigation with respect to the rights and obligations of the parties to this Agreement, each party shall be responsible for payment and costs of its own attorneys and any associated costs of such litigation incurred by such party.

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EXHIBIT "A"

"Easement Property"

RIGHT-OF-WAY

A PORTION OF LOTS 6 AND 7 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 6; FROM THE POINT OF REFERENCE THUS DESCRIBED: RUN NORTH 72°28'29" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 486.79 FEET TO THE SOUTHEASTERLY CORNER OF OFFICIAL RECORDS 613, PAGE 341, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 72°44'34" WEST, CONTINUING ALONG SAID NORTHERLY LINE OF LOT 6 AND ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS 613, PAGE 341, A DISTANCE OF 1291.54 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTHEASTERLY ALONG AND AROUND A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 3400.00 FEET, AN ARC DISTANCE OF 432.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°14'34" EAST, 431.90 FEET; THENCE RUN SOUTH 04°53'04" EAST, A DISTANCE OF 729.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1900.00 FEET; THENCE RUN SOUTHEASTERLY ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 1550.22 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°15'30" EAST, 1507.58 FEET; THENCE RUN NORTH 17°29'29" EAST, A DISTANCE OF 1.92 FEET TO THE MOST WESTERLY CORNER OF AN EASEMENT TO FLORIDA POWER AND LIGHT, RECORDED IN OFFICIAL RECORDS VOLUME 988, PAGE 915 (SECOND PARCEL) OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE RUN SOUTHEASTERLY, NORTHEASTERLY AND SOUTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT THE FOLLOWING FOUR COURSES: COURSE NO. 1) THENCE RUN SOUTH 53°14'05" EAST, A DISTANCE OF 100.00 FEET; COURSE NO. 2) THENCE RUN NORTH 36°45'55" EAST, A DISTANCE OF 50.00 FEET; COURSE NO. 3) THENCE RUN SOUTH 53°14'05" EAST, A DISTANCE OF 2158.40 FEET; COURSE NO. 4) THENCE RUN SOUTH 48°22'39" EAST, A DISTANCE OF 339.51 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE RUN SOUTH 50°37'42" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.69 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE RUN NORTHWESTERLY ALONG AND AROUND A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3064.00 FEET, AN ARC DISTANCE OF 602.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°07'50" WEST, 601.49 FEET; THENCE RUN NORTH 54°45'49" WEST, A DISTANCE OF 1834.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2100.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 1828.16 TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°49'26" WEST, 1770.98 FEET; THENCE RUN NORTH 04°53'04" WEST, A DISTANCE OF 729.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 3600.00 FEET; THENCE RUN NORTHWESTERLY ALONG AND AROUND SAID CURVE, AN ARC DISTANCE OF 503.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°52'32" WEST, 503.35 FEET; THENCE RUN NORTH 03°07'59" EAST, A DISTANCE OF 6.82 FEET TO ITS INTERSECTION WITH THE SAID NORTHERLY LINE OF SAID LOT 6; THENCE RUN SOUTH 72°44'34" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 206.52 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF PARCEL 2, WELL SITE AS DESCRIBED IN OFFICIAL RECORDS 1837, PAGE 1870, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING WITHIN THE ABOVE DESCRIBED LANDS.

EXHIBIT B

A PARCEL OF LAND LYING IN AND BEING PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF TRACT 6, SAID ANTONIO HUERTAS GRANT; THENCE, ON THE NORTHEASTERLY LINE THEREOF, NORTH 72 DEGREES 44 MINUTES 58 SECONDS WEST, 1,729.23 FEET TO THE INTERSECTION OF LAST SAID LINE WITH THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. 2209, A 200-FOOT RIGHT-OF-WAY AS PROPOSED; THENCE, ON SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 06 DEGREES 25 MINUTES 01 SECONDS EAST, 732.00 FEET; THENCE, NORTH 65 DEGREES 57 MINUTES 47 SECONDS EAST, 866.95 FEET; THENCE, SOUTH 45 DEGREES 06 MINUTES 11 SECONDS EAST, 1,349.73 FEET TO THE EASTERLY LINE OF SAID ANTONIO HUERTAS GRANT; THENCE, ON LAST SAID LINE, SOUTH 15 DEGREES 32 MINUTES 53 SECONDS WEST, 665.00 FEET TO THE POINT OF BEGINNING.