

RESOLUTION NO. 2019- 436

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DEED OF DEDICATION, RIGHT-OF-WAY AGREEMENT, AND A STORMWATER DRAINAGE EASEMENT AGREEMENT FOR THE IGP CONNECTOR PURSUANT TO THE TERMS OF THE SILVERLEAF DRI DEVELOPMENT ORDER.**

**RECITALS**

**WHEREAS**, White's Ford Timber, LLC, a Florida limited liability company, has presented a Deed of Dedication, Right-of-Way Agreement and a Stormwater Drainage Easement Agreement, for the Silverleaf IGP Connector, and more particularly described in Exhibit "A," Exhibit "B," and Exhibit "C," attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, the Amended and Restated Silverleaf DRI Development Order was approved in Resolution 2019-165 and recorded in Official Records Book 4735, page 1029 of the Public Records on June 5, 2019; and

**WHEREAS**, Special Condition 24 of the DRI/DO requires White's Ford LLC, to convey right-of-way for a future six-lane segment of public roadway.

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

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

**Section 2.** The Board of County Commissioners hereby accepts the Deed of Dedication, and authorizes the County Administrator to execute the Right-of-Way Agreement and the Stormwater Drainage Easement Agreement.

**Section 3.** To the extent that there are typographical 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.

**Section 4.** The Clerk is instructed to record the original Deed of Dedication, Right-of-Way Agreement and the Stormwater Drainage Easement Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3 day of December 2019.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 12/5/19



This document prepared by and Return to:

**EXHIBIT "A" TO RESOLUTION**

Ellen Avery-Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

**DEED OF DEDICATION**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, between **WHITE'S FORD TIMBER, LLC**, a Florida limited liability company, whose address is 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092 ("Grantor"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastián View, St. Augustine, Florida 32084 ("Grantee").

**WITNESSETH:** that for and in consideration of the acceptance of this Deed of Dedication by Grantee, Grantor does hereby give, grant, dedicate and convey to Grantee, its successors and assigns, the following described land, situate in St. Johns County, Florida, to wit:

PROPERTY AS DESCRIBED ON **EXHIBIT "A"** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (the "Property").

**TO HAVE AND HOLD** the same unto Grantee, its successors and assigns forever, in fee simple for construction and operation of a public road.

**RESERVING** to Grantor, its successors and assigns, for the benefit of Grantor's adjacent land a permanent, non-exclusive easement for access, utilities and drainage over, under and across the Property.

**RESERVING** to Grantor, its successors and assigns, for the benefit of Grantor's adjacent land, a permanent, non-exclusive easement for drainage across the Property into joint-use ponds located or to be located east of the Property, as depicted on the attached **Exhibit "B"** (the "Drainage Easement Area"), in accordance with applicable permits from the St. Johns River Water Management District.

**RESERVING** to Grantor, its successor and assigns, for the benefit of Grantor's adjacent land, certain rights set forth in a Right-of-Way Agreement dated this day and recorded in the Public Records of St. Johns County, Florida against title to the Property.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey the Property, that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, its successors and assigns, and not otherwise; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2019 and those easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose same.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has hereunto set hand and seal the day and year first above written.

**WITNESSES:**

Signed, sealed and delivered in the presence of:

**WHITE'S FORD TIMBER, LLC**, a Florida limited liability company

By: Hutson Management Inc., a Florida corporation  
Its: Manager

\_\_\_\_\_

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

By:

\_\_\_\_\_  
John G. Metcalf  
Vice President

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

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

NOTARY PUBLIC

State of Florida at Large

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

Legal Description

**PARCEL A:**

A portion of Section 8, together with a portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follow:

For a Point of Reference, Commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East; thence South  $88^{\circ}23'18''$  West, along the Northerly line of said Section 9, a distance of 5297.65 feet to the Northeast corner of said Section 8; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1573.01 feet; thence South  $00^{\circ}01'54''$  East, departing said Northerly line, 276.93 feet to the Point of Beginning.

From said Point of Beginning, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 11400.00 feet, through a central angle of  $14^{\circ}40'34''$ , an arc length of 2920.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $32^{\circ}25'06''$  East, 2912.07 feet; thence South  $39^{\circ}45'23''$  East, 1589.98 feet to the point of curvature of a curve concave Westerly having a radius of 3100.00 feet; thence Southerly along the arc of said curve, through a central angle of  $46^{\circ}11'28''$ , an arc length of 2499.18 feet to the point of tangency of said curve, said point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 2874, page 1010, of said Public Records, said arc being subtended by a chord bearing and distance of South  $16^{\circ}39'39''$  East, 2432.04 feet; thence South  $06^{\circ}26'05''$  West, along said Northerly prolongation and along said Westerly line, 1592.33 feet to the Southwesterly corner thereof, said corner lying on the Northerly line of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence South  $72^{\circ}44'25''$  East, along said Northerly line, 25.60 feet; thence South  $06^{\circ}27'25''$  West, departing said Northerly line, 366.35 feet to the point of curvature of a curve concave Easterly having a radius of 2453.50 feet; thence Southerly 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 Southwesterly line of World Golf Village Northwest Pond 332, as described and recorded in Official Records Book 3091, page 1487, of said Public Records; thence South  $53^{\circ}12'07''$  East, along said Southwesterly line and along the Southwesterly line of Utility Site, as described and recorded in Official Records Book 1095, page 1592, of said Public Records, 2223.27 feet to a point lying on the Northwesterly right of way line of International Golf Drive, a variable width right of way as presently established; thence South  $50^{\circ}37'10''$  West, 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°12'50" West, 1154.11 feet; thence North 54°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 11°19'31", an arc length of 534.38 feet to the Southwesterly corner of Pond "B" as described and recorded in Official Records Book 2854, page 589, of said Public Records, said arc being subtended by a chord bearing and distance of North 48°28'10" West, 533.51 feet; thence along the boundary line of said Pond "B" the following 3 courses: Course 1, thence South 65°18'30" West, 368.32 feet; Course 2, thence North 33°34'37" West, 320.43 feet; Course 3, thence North 55°21'33" East, 329.42 feet to the Northeasterly corner thereof; thence Northerly along the arc of a curve concave Easterly having a radius of 2703.50 feet, through a central angle of 41°05'51", an arc length of 1939.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°05'31" West, 1897.88 feet; thence North 06°27'25" East, 143.96 feet to the Southerly most corner of Parcel 2 Swap Parcel as described and recorded in Official Records Book 3750, page 1784, of said Public Records; thence Northerly along the Westerly line of said Parcel 2 Swap Parcel and its Northerly prolongation, and along the arc of a curve concave Easterly having a radius of 3600.00 feet, through a central angle of 04°23'54", an arc length of 276.35 feet to a point lying on said Northerly line of Subsection 6, said arc being subtended by a chord bearing and distance of North 01°03'23" East, 276.28 feet; thence South 72°44'25" East, along said Northerly line, 51.76 feet; thence North 06°26'05" East, departing said Northerly line and along a line parallel with and 200 feet Westerly of said Westerly line of Official Records Book 2874, page 1010, a distance of 1554.09 feet to the point of curvature of a curve concave Westerly having a radius of 2900.00 feet; thence Northerly along the arc of said curve, through a central angle of 46°11'28", an arc length of 2337.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°39'39" West, 2275.14 feet; thence North 39°45'23" West, 1589.98 feet to the point of curvature of a curve concave Northeasterly having a radius of 11600.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 14°40'34", an arc length of 2971.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 32°25'06" West, 2963.16 feet; thence North 64°55'10" East, 200.00 feet to the Point of Beginning.

Containing 78.27 acres, more or less.

Together with:

**PARCEL B:**

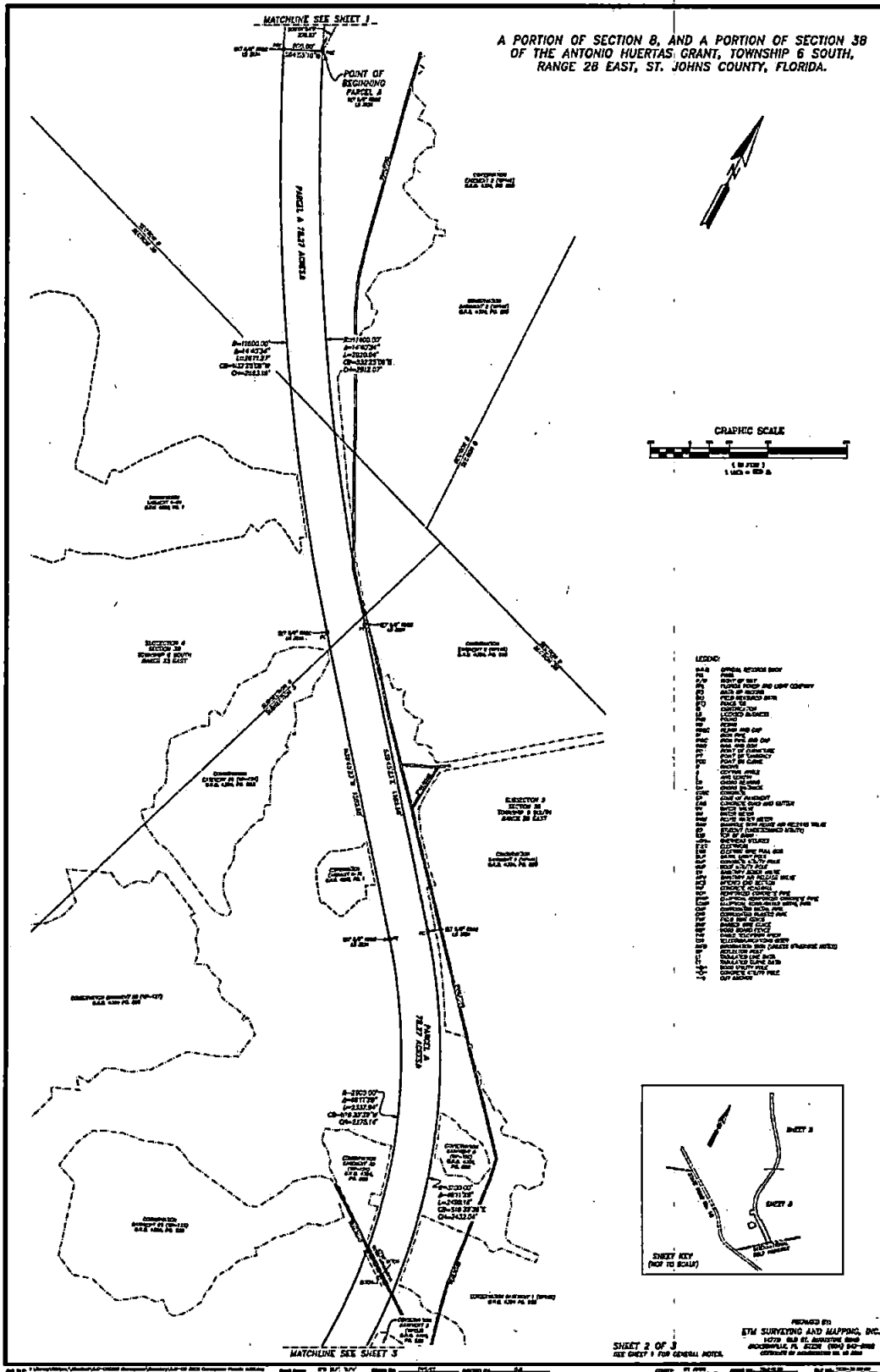
A portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being Pond "A" as described and recorded in Official Records Book 2854, page 589, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East; thence South  $00^{\circ}56'08''$  East, along the Easterly line of said Section 9, a distance of 861.21 feet to a point lying on the Westerly line of Section 43 of the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South  $15^{\circ}32'56''$  West, along the Westerly line of said Section 43 and along the Westerly line of Section 44 of the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeasterly corner of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence North  $72^{\circ}44'25''$  West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 1984.36 feet to a point on a curve concave Easterly having a radius of 3600.00 feet; thence Southerly departing said Northerly line of said Subsection 6 and 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 arc being subtended by a chord bearing and distance of South  $01^{\circ}03'23''$  West, 276.28 feet; thence South  $06^{\circ}27'25''$  West, 143.96 feet to the point of curvature of a curve concave Northeasterly having a radius of 2703.50 feet; thence Southeasterly 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 South  $23^{\circ}50'15''$  East, 2727.53 feet; thence South  $54^{\circ}07'55''$  East, 168.95 feet; thence South  $35^{\circ}52'05''$  West, 249.79 feet to the Point of Beginning.

From said Point of Beginning, thence South  $48^{\circ}16'10''$  East, 270.65 feet; thence South  $35^{\circ}18'51''$  West, 196.57 feet; thence South  $40^{\circ}54'24''$  West, 387.80 feet; thence North  $49^{\circ}05'36''$  West, 461.36 feet; thence North  $40^{\circ}54'24''$  East, 385.54 feet; thence North  $81^{\circ}16'54''$  East, 264.87 feet to the Point of Beginning.

Containing 5.77 acres, more or less.





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 St. Johns Parkway ROW  
 SilverLeaf Parkway ROW



**EXHIBIT "B"**

Legal Descriptions/Drawing

**Drainage Easement A  
(SMF AA-01)**

A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 8; thence South 89°58'06" West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of 03°36'59", an arc length of 719.56 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 25°21'42" East, 719.44 feet.

From said Point of Beginning, thence North 67°21'40" East, 412.23 feet; thence North 76°12'16" East, 141.94 feet to a point lying on the Westerly line of Conservation Easement 2 (WP146), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southerly, along said Westerly line, the following 25 courses: Course 1, thence South 17°42'36" West, 77.03 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 40°57'36", an arc length of 17.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 02°46'12" East, 17.49 feet; Course 3, thence South 23°15'00" East, 56.97 feet; Course 4, thence South 09°00'09" East, 25.44 feet; Course 5, thence South 22°05'00" West, 44.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 6, thence Southeasterly along the arc of said curve, through a central angle of 92°19'23", an arc length of 40.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°04'41" East, 36.06 feet; Course 7, thence South 70°14'23" East, 189.51 feet; Course 8, thence North 78°08'35" East, 42.29 feet; Course 9, thence South 17°01'37" East, 42.32 feet; Course 10, thence North 73°39'50" East, 47.97 feet; Course 11, thence South 29°34'28" East, 30.82 feet; Course 12, thence South 73°39'50" West, 54.85 feet; Course 13, thence South 15°24'06" East, 48.38 feet; Course 14, thence South 13°39'16" West, 38.25 feet; Course 15, thence South 23°04'16" West, 71.60 feet; Course 16, thence South 28°21'40" West, 86.07 feet; Course 17, thence South 53°26'44" West, 55.41 feet; Course 18, thence South 46°08'25" West, 69.81 feet; Course 19, thence South 04°07'43" West, 126.74 feet; Course 20, thence South 63°29'51" East, 44.64 feet; Course 21, thence South 37°37'01" East, 37.48 feet; Course 22, thence North 84°13'26" East, 29.16 feet; Course 23, thence South 07°56'33" East, 78.84 feet; Course 24, thence South 35°08'45" West, 53.03 feet; Course 25, thence South 00°15'34" West, 149.86 feet; thence South 57°06'12" West, departing said Westerly line, 111.14 feet to a point on a curve concave Northeasterly having a radius of 11,400.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 05°43'36", an

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St. Johns Parkway ROW  
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arc length of 1139.43 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 30°02'00" West, 1138.96 feet to the Point of Beginning.

Containing 10.08 acres, more or less.

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**Drainage Easement B**  
**(SMF A-12)**

A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South 89°58'06" West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of 16°12'11", an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°39'18" East, 3213.14 feet; thence South 39°45'23" East, 335.97 feet to the Point of Beginning.

From said Point of Beginning, thence North 50°14'37" East, 72.34 feet to a point lying on the Southerly line of Conservation Easement 2 (WP146), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southeasterly, along said Southerly line, the following 23 courses: Course 1, thence South 46°39'42" East, 8.35 feet to a point on a curve concave Southerly having a radius of 53.50 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of 33°50'45", an arc length of 31.60 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 79°04'28" East, 31.15 feet; Course 3, thence North 46°08'22" East, 14.54 feet; Course 4, thence North 70°38'32" East, 15.14 feet; Course 5, thence South 70°41'20" East, 9.03 feet; Course 6, thence South 11°21'36" East, 42.08 feet; Course 7, thence South 34°14'42" East, 15.82 feet; Course 8, thence South 28°44'52" East, 17.05 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 47°42'57", an arc length of 20.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 52°36'21" East, 20.22 feet; Course 10, thence South 76°27'49" East, 65.57 feet; Course 11, thence North 67°35'47" East, 28.58 feet; Course 12, thence South 64°36'57" East, 24.22 feet; Course 13, thence South 26°50'41" West, 31.11 feet to a point on a curve concave Westerly having a radius of 60.00 feet; Course 14, thence Southerly along the arc of said curve, through a central angle of 25°18'18", an arc length of 26.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°33'20" East, 26.28 feet; Course 15, thence South 08°54'11" East, 38.95 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 16, thence Southeasterly along the arc of said curve, through a central angle of 72°21'04", an arc length of 31.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 45°04'43" East, 29.51 feet; Course 17, thence South 81°15'14" East, 9.12 feet; Course 18, thence North 65°10'19" East, 41.64 feet; Course 19, thence South 86°09'20" East, 29.42 feet; Course 20, thence South 01°44'23" West, 25.73 feet; Course 21, thence South 81°15'14" East, 13.38 feet to the point of curvature of a curve concave Southwesterly having a radius of 60.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of 39°02'29", an arc length of 40.88 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 61°44'00" East, 40.10 feet; Course 23, thence South

74°15'20" East, 14.81 feet; thence South 27°55'41" West, departing said Southerly line, 18.56 feet; thence South 86°38'52" East, 23.38 feet; thence North 54°06'22" East, 153.76 feet; thence South 30°36'09" East, 21.50 feet to a point lying on the Westerly line of Conservation Easement 1 (WP149), as described and recorded in said Official Records Book 4304, page 698; thence Southwesterly, along said Westerly line, the following 3 courses: Course 1, thence South 54°03'31" West, 110.60 feet; Course 2, thence South 38°02'12" West, 37.02 feet; Course 3, thence South 10°27'39" West, 9.03 feet; thence North 86°38'52" West, departing said Westerly line, 78.33 feet; thence South 49°50'24" West, 158.36 feet; thence North 39°45'23" West, 432.71 feet to the Point of Beginning.

Containing 1.62 acres, more or less.

**Drainage Easement C**  
**(SMF A-10)**

A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South 89°58'06" West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of 16°12'11", an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°39'18" East, 3213.14 feet; thence South 39°45'23" East, 1589.98 feet to the point of curvature of a curve concave Southwesterly having a radius of 3100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 09°29'14", an arc length of 513.31 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 35°00'46" East, 512.72 feet.

From said Point of Beginning, thence North 58°51'10" East, 28.04 feet to a point lying on the Westerly line of Conservation Easement 1 (WP149), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southeasterly, along said Westerly line the following 44 courses: Course 1, thence North 78°22'40" East, 113.38 feet; Course 2, thence South 60°15'12" East, 57.13 feet; Course 3, thence South 09°07'27" East, 36.48 feet; Course 4, thence South 44°49'15" East, 53.94 feet; Course 5, thence South 59°20'02" East, 72.09 feet; Course 6, thence South 30°46'25" East, 53.41 feet; Course 7, thence South 62°55'52" East, 62.66 feet; Course 8, thence South 53°24'07" East, 81.92 feet; Course 9, thence North 44°03'47" East, 19.96 feet; Course 10, thence South 60°19'34" East, 74.77 feet; Course 11, thence South 15°56'43" West, 31.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of 119°00'44", an arc length of 51.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 43°33'39" East, 43.08 feet; Course 13, thence North 76°55'58" East, 70.51 feet; Course 14, thence South 83°21'09" East, 29.93 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 15, thence Northeasterly along the arc of said curve, through a central angle of 67°59'44", an arc length of 29.67 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 62°39'00" East, 27.96 feet; Course 16, thence North 28°39'08" East, 2.01 feet; Course 17, thence South 85°18'19" East, 92.70 feet; Course 18, thence South 05°31'20" West, 2.17 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of 84°20'38", an arc length of 36.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 36°38'59" East, 33.57 feet; Course 20, thence South 78°49'18" East, 14.94 feet; Course 21, thence South 12°09'17" East, 70.79 feet; Course 22, thence South 57°51'42" East, 11.27 feet; Course 23, thence South 11°02'53" East, 24.79 feet; Course 24, thence South 12°10'48" East, 23.93 feet; Course 25, thence South 40°58'11" West, 72.65 feet; Course 26, thence North 83°15'48" West, 36.89 feet to the point of curvature of a curve

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concave Southeasterly having a radius of 25.00 feet; Course 27, thence Southwesterly along the arc of said curve, through a central angle of  $97^{\circ}42'18''$ , an arc length of 42.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $47^{\circ}53'03''$  West, 37.65 feet; Course 28, thence South  $00^{\circ}58'06''$  East, 49.27 feet; Course 29, thence South  $35^{\circ}34'28''$  East, 54.39 feet; Course 30, thence South  $08^{\circ}47'48''$  East, 45.91 feet; Course 31, thence South  $18^{\circ}11'35''$  East, 54.39 feet; Course 32, thence South  $20^{\circ}34'13''$  East, 51.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 33, thence Southeasterly along the arc of said curve, through a central angle of  $52^{\circ}38'40''$ , an arc length of 22.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $46^{\circ}53'32''$  East, 22.17 feet; Course 34, thence South  $73^{\circ}12'52''$  East, 35.25 feet; Course 35, thence North  $84^{\circ}21'12''$  East, 146.01 feet; Course 36, thence South  $05^{\circ}38'48''$  East, 40.00 feet; Course 37, thence South  $84^{\circ}21'12''$  West, 185.73 feet; Course 38, thence South  $47^{\circ}05'20''$  West, 25.93 feet; Course 39, thence South  $29^{\circ}35'39''$  West, 20.05 feet; Course 40, thence South  $78^{\circ}53'39''$  West, 21.75 feet; Course 41, thence North  $57^{\circ}40'36''$  West, 27.83 feet; Course 42, thence North  $64^{\circ}02'40''$  West, 32.49 feet; Course 43, thence South  $84^{\circ}21'12''$  West, 106.24 feet; Course 44, thence South  $84^{\circ}41'13''$  West, 233.70 feet; thence South  $77^{\circ}09'59''$  West, departing said Westerly line, 15.00 feet to a point on a curve concave Westerly having a radius of 3100.00 feet; thence Northerly along the arc of said curve, through a central angle of  $04^{\circ}10'59''$ , an arc length of 226.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $14^{\circ}55'30''$  West, 226.28 feet; thence North  $72^{\circ}59'00''$  East, 89.67 feet to a point lying on the boundary line of Conservation Easement 5 (WP152), as described and recorded in said Official Records Book 4304, page 698; thence along said boundary line the following 15 courses: Course 1, thence North  $65^{\circ}54'26''$  East, 97.16 feet; Course 2, thence South  $79^{\circ}41'48''$  East, 51.79 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 3, thence Northeasterly along the arc of said curve, through a central angle of  $95^{\circ}36'11''$ , an arc length of 41.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $52^{\circ}30'07''$  East, 37.04 feet; Course 4, thence North  $04^{\circ}42'02''$  East, 47.21 feet; Course 5, thence North  $17^{\circ}42'14''$  East, 33.60 feet; Course 6, thence North  $34^{\circ}49'56''$  West, 49.24 feet; Course 7, thence North  $47^{\circ}56'40''$  West, 65.68 feet; Course 8, thence North  $66^{\circ}38'12''$  West, 37.98 feet; Course 9, thence North  $89^{\circ}24'41''$  West, 56.10 feet; Course 10, thence North  $63^{\circ}12'00''$  West, 31.97 feet; Course 11, thence South  $88^{\circ}17'06''$  West, 35.35 feet; Course 12, thence North  $59^{\circ}11'11''$  West, 31.65 feet; Course 13, thence North  $83^{\circ}21'49''$  West, 42.08 feet; Course 14, thence North  $87^{\circ}45'46''$  West, 44.35 feet; Course 15, thence South  $79^{\circ}38'38''$  West, 13.46 feet; thence South  $67^{\circ}21'23''$  West, departing said boundary line, 15.00 feet to a point on a curve concave Southwesterly having a radius of 3100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $07^{\circ}37'32''$ , an arc length of 412.59 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $26^{\circ}27'23''$  West, 412.28 feet.

Containing 7.13 acres, more or less.

**Drainage Easement D  
(SMF AA-02)**

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A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

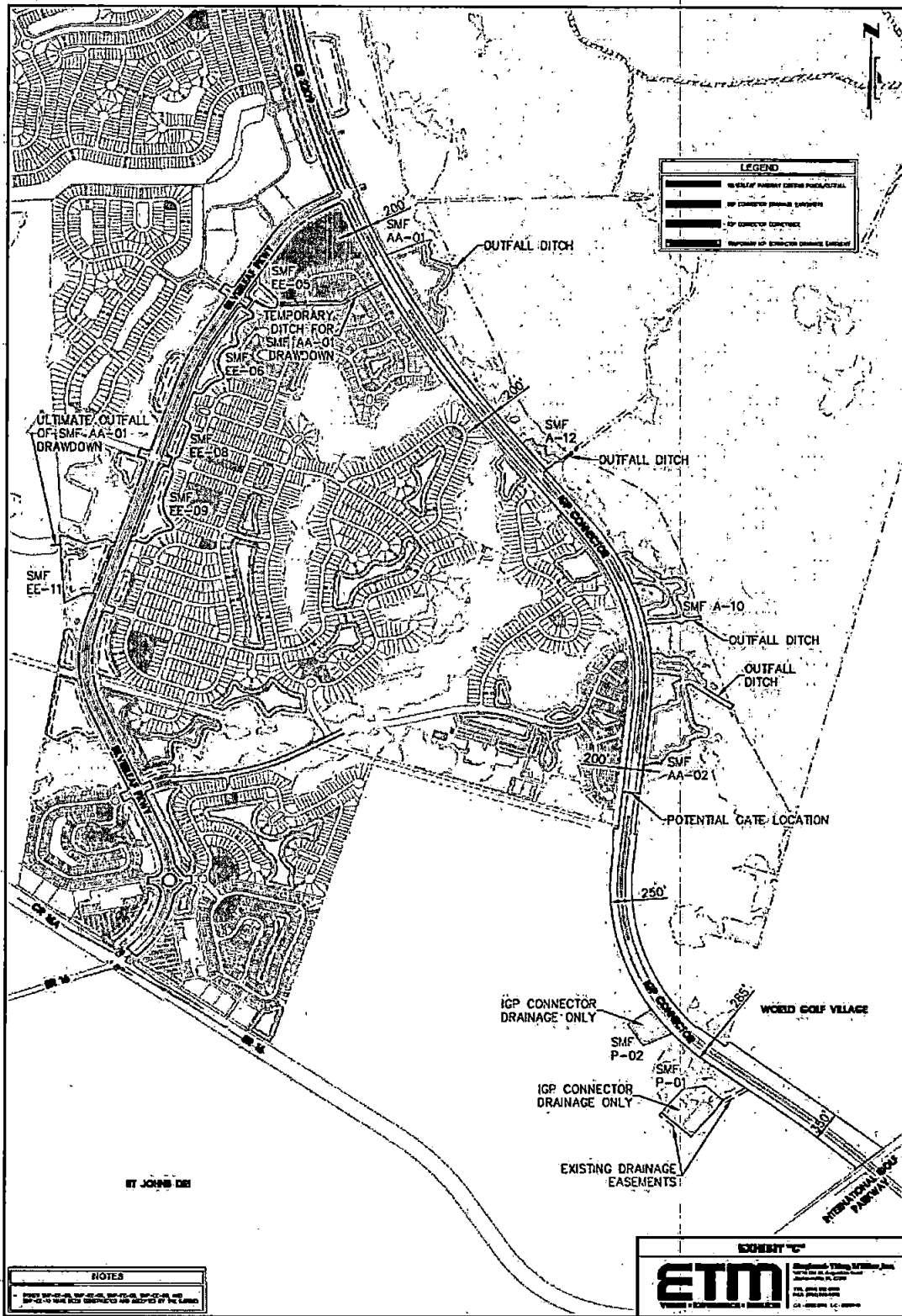
For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $16^{\circ}12'11''$ , an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $31^{\circ}39'18''$  East, 3213.14 feet; thence South  $39^{\circ}45'23''$  East, 1589.98 feet to the point of curvature of a curve concave Westerly having a radius of 3100.00 feet; thence Southerly along the arc of said curve, through a central angle of  $33^{\circ}48'29''$ , an arc length of 1829.20 feet to a point lying on the Westerly prolongation of the Westerly line of Conservation Easement 1 (WP149), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county, and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $22^{\circ}51'09''$  East, 1802.77 feet.

From said Point of Beginning, thence North  $84^{\circ}03'18''$  East, along said Westerly prolongation of the Westerly line of Conservation Easement 1 and said Westerly line, 78.81 feet; thence Southeasterly, along said Westerly line the following 18 courses: Course 1, thence South  $77^{\circ}34'11''$  East, 28.49 feet; Course 2, thence South  $84^{\circ}13'51''$  East, 32.63 feet; Course 3, thence South  $37^{\circ}43'42''$  East, 42.79 feet; Course 4, thence South  $81^{\circ}14'17''$  East, 66.49 feet; Course 5, thence North  $63^{\circ}36'41''$  East, 31.72 feet; Course 6, thence South  $88^{\circ}34'45''$  East, 112.09 feet; Course 7, thence South  $63^{\circ}00'09''$  East, 65.80 feet; Course 8, thence South  $32^{\circ}14'45''$  East, 146.53 feet; Course 9, thence North  $53^{\circ}40'56''$  East, 22.96 feet; Course 10, thence South  $39^{\circ}59'26''$  East, 88.99 feet; Course 11, thence South  $08^{\circ}18'10''$  East, 52.42 feet; Course 12, thence South  $52^{\circ}24'26''$  East, 65.45 feet; Course 13, thence South  $23^{\circ}53'36''$  East, 20.35 feet; Course 14, thence South  $06^{\circ}58'00''$  West, 46.18 feet; Course 15, thence South  $27^{\circ}41'26''$  East, 2.98 feet; Course 16, thence South  $62^{\circ}54'42''$  West, 32.94 feet; Course 17, thence South  $56^{\circ}17'56''$  East, 296.73 feet; Course 18, thence South  $60^{\circ}51'20''$  East, 109.98 feet; thence South  $29^{\circ}08'40''$  West, continuing along said Westerly line, its Southerly prolongation, and said Westerly line, 60.00 feet; thence North  $59^{\circ}50'05''$  West, departing said Westerly line, 82.00 feet to a point lying on said Westerly line; thence along said Westerly line the following 32 courses: Course 1, thence North  $57^{\circ}24'42''$  West, 155.87 feet; Course 2, thence North  $52^{\circ}41'31''$  West, 79.96 feet; Course 3, thence North  $57^{\circ}06'37''$  West, 113.07 feet; Course 4, thence North  $57^{\circ}37'37''$  West, 105.58 feet; Course 5, thence North  $75^{\circ}47'57''$  West, 38.14 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; Course 6, thence Southwesterly along the arc of said curve, through a central angle of  $117^{\circ}33'51''$ , an arc length of 51.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ}25'07''$  West, 42.76 feet; Course 7, thence South  $13^{\circ}21'49''$  East, 157.90 feet to a point on a curve concave Easterly having a radius of 27.00 feet; Course 8, thence Southerly along the arc of said curve, through a central angle of  $36^{\circ}02'02''$ , an arc length of 16.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $05^{\circ}58'46''$  West, 16.70 feet; Course 9, thence South  $12^{\circ}02'15''$  East, 226.99 feet; Course 10, thence South  $18^{\circ}55'22''$  East, 52.14 feet;

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Course 11, thence South 37°32'11" East, 44.46 feet; Course 12, thence North 71°04'38" East, 23.29 feet; Course 13, thence South 53°31'54" East, 18.29 feet; Course 14, thence South 78°24'38" East, 68.64 feet; Course 15, thence South 42°46'36" East, 40.86 feet; Course 16, thence South 12°30'28" East, 42.58 feet; Course 17, thence South 27°09'56" West, 69.08 feet; Course 18, thence North 88°57'01" West, 62.70 feet; Course 19, thence North 89°58'35" West, 31.94 feet; Course 20, thence South 78°02'27" West, 39.11 feet; Course 21, thence South 61°40'17" West, 61.69 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet; Course 22, thence Southwesterly along the arc of said curve, through a central angle of 72°59'28", an arc length of 19.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°10'33" West, 17.84 feet; Course 23, thence South 11°19'11" East, 40.81 feet; Course 24, thence South 50°05'55" West, 77.01 feet; Course 25, thence South 69°14'02" West, 82.26 feet; Course 26, thence North 85°45'53" West, 41.66 feet; Course 27, thence South 77°33'08" West, 46.86 feet; Course 28, thence South 58°19'12" West, 44.52 feet; Course 29, thence South 31°58'41" West, 52.70 feet; Course 30, thence South 37°42'01" West, 95.36 feet; Course 31, thence North 88°24'22" West, 69.36 feet; Course 32, thence South 78°38'43" West, 111.59 feet; thence North 83°33'55" West, departing said Westerly line, 20.00 feet; thence North 06°26'05" East, 680.99 feet to a point lying on the Westerly prolongation of the boundary line of Conservation Easement 3 (WP153), as described and recorded in said Official Records Book 4304, page 698; thence North 61°43'57" East, along said Westerly prolongation and said boundary line, 78.92 feet; thence along said boundary line the following 13 courses: Course 1, thence North 57°20'58" East, 53.11 feet; Course 2, thence North 82°39'38" East, 66.01 feet; Course 3, thence North 39°05'47" East, 74.64 feet; Course 4, thence South 89°18'21" East, 50.55 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 5, thence Northeasterly along the arc of said curve, through a central angle of 102°05'43", an arc length of 44.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 39°38'48" East, 38.88 feet; Course 6, thence North 11°24'03" West, 82.30 feet; Course 7, thence North 04°13'16" East, 30.62 feet; Course 8, thence North 34°53'15" West, 49.16 feet; Course 9, thence North 02°12'32" West, 15.70 feet; Course 10, thence North 48°51'46" East, 26.95 feet; Course 11, thence North 57°00'27" East, 68.60 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet; Course 12, thence Northerly along the arc of said curve, through a central angle of 113°15'00", an arc length of 49.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00°22'56" East, 41.75 feet; Course 13, thence North 56°14'34" West, 18.27 feet; thence North 83°59'02" West, continuing along said boundary line and its Westerly prolongation, 301.43 feet to a point on a curve concave Westerly having a radius of 3100.00 feet; thence Northerly along the arc of said curve, through a central angle of 04°24'27", an arc length of 238.46 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 03°44'41" West, 238.41 feet.

Containing 13.30 acres, more or less.



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## EXHIBIT "B" TO RESOLUTION

Prepared by and record and return to:  
Ellen Avery-Smith, Esquire  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

### RIGHT-OF-WAY AGREEMENT

This **RIGHT-OF-WAY AGREEMENT** (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **WHITE'S FORD TIMBER, LLC**, a Florida limited liability company, whose address is 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092 ("White's Ford"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County") (White's Ford and the County are at times collectively referred to herein as "the Parties").

#### RECITALS:

- A. White's Ford is the owner of the mixed-use project located on property in St. Johns County, Florida known as the SilverLeaf Development of Regional Impact (the "SilverLeaf DRI") approved by the County under St. Johns County Resolution No. 2019-165 (the "DRI/DO"), as more particularly described in the DRI/DO.
- B. Special Condition 24 ("SC-24") of the DRI/DO requires White's Ford to convey to the County right-of-way for a future six-lane segment of the public roadway known as St. Johns Parkway (referred to in the DRI/DO as "CR 2209") from SilverLeaf Parkway (referred to in the DRI/DO as the "SR 16 Connector") to International Golf Parkway (the "IGP Connector"). White's Ford has this day conveyed to the County the right-of-way for the IGP Connector, as more particularly described on the attached Exhibit "A" (the "Right-of-Way").
- C. Until the County constructs CR 2209 within the Right-of-Way, White's Ford shall be permitted to use the Property for certain limited purposes, and make limited improvements to the Property, as set forth more fully in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

3. **Property Access Restriction.** Until the County commences construction of CR 2209 within the Right-of-Way, White's Ford, its successors and assigns, shall have the right to construct and maintain, at White's Ford's expense, a fence and locked gate across the Right-of-Way north of the existing paved access to the County's Northwest Wastewater Treatment Plant in order to secure White's Ford's adjacent lands. When the County commences construction of CR 2209 within the Right-of-Way, the County shall have the right to remove the fence and gate. County shall use all reasonable efforts to prevent trespass onto the Right-of-Way where construction will be occurring and to prevent trespass onto White's Ford's adjacent property. White's Ford and the County shall cooperate in the efforts to prevent trespass on their lands.

4. **Curb Cut Reservation.** The construction of CR 2209 shall include a median break and curb cut in the location of an existing trail road that intersects the Right-of-Way at approximately Station 367+50, as depicted on plans approved in St. Johns River Water Management District Permit No. 99446-18, as modified by Permit No. 99446-27 (collectively, the "Permit"), in order to preserve access to White's Ford's land. If the County constructs the stormwater management pond SMF A-12, as depicted on plans for the Permit, the County will connect such pond to the outfall via a pipe that runs under the aforementioned trail road in order to preserve White's Ford's access.

5. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, run with the land affected and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the Parties.

6. **Enforcement and Remedies.** In the event either of the Parties breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, after receipt by the breaching party of written notice of such breach and a reasonable opportunity to cure, the other party shall be entitled to pursue and enforce all remedies or rights that may be available at law or in equity to enforce the terms of this Agreement. This Agreement is made for the sole benefit and protection of the Parties and no other persons shall have any right of action under this Agreement.

7. **Applicable Law; Jurisdiction of Venue.** This Agreement, and the rights and obligations of the Parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. The Parties waive trial by jury. If either party to this Agreement brings suit to interpret or enforce any term or provision of this Agreement, the prevailing party in such suit shall be entitled to recover from the other party, in addition to any damages or other relief granted as the result of such suit, all costs and expenses of such suit, including reasonable attorneys' fees. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the construction, development or maintenance contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.

8. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants and restrictions of this Agreement become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

9. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10. **Captions or Paragraph Headings.** Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

11. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

12. **Further Assurances.** Each of the Parties to this Agreement agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement (including any amendment hereof) and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the Parties hereby declare their intention to cooperate with each other in effecting the terms of

this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

13. **Entire Agreement; Amendment.** This Agreement, and any exhibits made a part hereof, constitute the entire Agreement and understanding of the Parties and shall not be modified or amended except by written agreement duly executed by the Parties hereto and recorded in the public records of St. Johns County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, White's Ford, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

**WITNESSES:**

Signed, sealed and delivered in the presence of:

**WHITE'S FORD TIMBER, LLC**, a Florida limited liability company

By: Hutson Management Inc., a Florida corporation  
Its: Manager

\_\_\_\_\_

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

By: \_\_\_\_\_  
John G. Metcalf, \_\_\_\_\_  
Vice President

\_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

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

IN WITNESS WHEREOF, the County, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

**WITNESSES:**

**ST. JOHNS COUNTY, FLORIDA**

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_, Interim County Administrator

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

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

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who is the Interim County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. He is personally known to me.

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

**EXHIBIT "A"**

Legal Description of Right-of-Way

**PARCEL A:**

A portion of Section 8, together with a portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follow:

For a Point of Reference, Commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East; thence South 88°23'18" West, along the Northerly line of said Section 9, a distance of 5297.65 feet to the Northeast corner of said Section 8; thence South 89°58'06" West, along the Northerly line of said Section 8, a distance of 1573.01 feet; thence South 00°01'54" East, departing said Northerly line, 276.93 feet to the Point of Beginning.

From said Point of Beginning, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 11400.00 feet, through a central angle of 14°40'34", an arc length of 2920.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°25'06" East, 2912.07 feet; thence South 39°45'23" East, 1589.98 feet to the point of curvature of a curve concave Westerly having a radius of 3100.00 feet; thence Southerly along the arc of said curve, through a central angle of 46°11'28", an arc length of 2499.18 feet to the point of tangency of said curve, said point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 2874, page 1010, of said Public Records, said arc being subtended by a chord bearing and distance of South 16°39'39" East, 2432.04 feet; thence South 06°26'05" West, along said Northerly prolongation and along said Westerly line, 1592.33 feet to the Southwesterly corner thereof, said corner lying on the Northerly line of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence South 72°44'25" East, along said Northerly line, 25.60 feet; thence South 06°27'25" West, departing said Northerly line, 366.35 feet to the point of curvature of a curve concave Easterly having a radius of 2453.50 feet; thence Southerly along the arc of said curve, through a central angle of 52°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°51'51" East, 2175.76 feet; thence North 17°31'29" East, 18.86 feet; thence South 53°12'06" East, 412.86 feet; thence North 36°48'14" East, 74.99 feet to a point lying on the Southwesterly line of World Golf Village Northwest Pond 332, as described and recorded in Official Records Book 3091, page 1487, of said Public Records; thence South 53°12'07" East, along said Southwesterly line and along the Southwesterly line of Utility Site, as described and recorded in Official Records Book 1095, page 1592, of said Public Records, 2223.27 feet to a point lying on the Northwesterly right of way line of International Golf Drive, a variable width right of way as presently established; thence South 50°37'10" West, along said Northwesterly right of way line, 423.07 feet; thence North 01°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°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°12'50" West, 1154.11 feet; thence North 54°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 11°19'31", an arc length of 534.38 feet to the Southwesterly corner of Pond "B" as described and recorded in Official Records Book 2854, page 589, of said Public Records, said arc being subtended by a chord bearing and distance of North 48°28'10" West, 533.51 feet; thence along the boundary line of said Pond "B" the following 3 courses: Course 1, thence South 65°18'30" West, 368.32 feet; Course 2, thence North 33°34'37" West, 320.43 feet; Course 3, thence North 55°21'33" East, 329.42 feet to the Northeasterly corner thereof; thence Northerly along the arc of a curve concave Easterly having a radius of 2703.50 feet, through a central angle of 41°05'51", an arc length of 1939.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°05'31" West, 1897.88 feet; thence North 06°27'25" East, 143.96 feet to the Southerly most corner of Parcel 2 Swap Parcel as described and recorded in Official Records Book 3750, page 1784, of said Public Records; thence Northerly along the Westerly line of said Parcel 2 Swap Parcel and its Northerly prolongation, and along the arc of a curve concave Easterly having a radius of 3600.00 feet, through a central angle of 04°23'54", an arc length of 276.35 feet to a point lying on said Northerly line of Subsection 6, said arc being subtended by a chord bearing and distance of North 01°03'23" East, 276.28 feet; thence South 72°44'25" East, along said Northerly line, 51.76 feet; thence North 06°26'05" East, departing said Northerly line and along a line parallel with and 200 feet Westerly of said Westerly line of Official Records Book 2874, page 1010, a distance of 1554.09 feet to the point of curvature of a curve concave Westerly having a radius of 2900.00 feet; thence Northerly along the arc of said curve, through a central angle of 46°11'28", an arc length of 2337.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°39'39" West, 2275.14 feet; thence North 39°45'23" West, 1589.98 feet to the point of curvature of a curve concave Northeasterly having a radius of 11600.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 14°40'34", an arc length of 2971.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 32°25'06" West, 2963.16 feet; thence North 64°55'10" East, 200.00 feet to the Point of Beginning.

Containing 78.27 acres, more or less.

Together with:

**PARCEL B:**

A portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being Pond "A" as described and recorded in Official Records Book 2854, page 589, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East; thence South  $00^{\circ}56'08''$  East, along the Easterly line of said Section 9, a distance of 861.21 feet to a point lying on the Westerly line of Section 43 of the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South  $15^{\circ}32'56''$  West, along the Westerly line of said Section 43 and along the Westerly line of Section 44 of the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeast corner of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence North  $72^{\circ}44'25''$  West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 1984.36 feet to a point on a curve concave Easterly having a radius of 3600.00 feet; thence Southerly departing said Northerly line of said Subsection 6 and 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 arc being subtended by a chord bearing and distance of South  $01^{\circ}03'23''$  West, 276.28 feet; thence South  $06^{\circ}27'25''$  West, 143.96 feet to the point of curvature of a curve concave Northeasterly having a radius of 2703.50 feet; thence Southeasterly 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 South  $23^{\circ}50'15''$  East, 2727.53 feet; thence South  $54^{\circ}07'55''$  East, 168.95 feet; thence South  $35^{\circ}52'05''$  West, 249.79 feet to the Point of Beginning;

From said Point of Beginning, thence South  $48^{\circ}16'10''$  East, 270.65 feet; thence South  $35^{\circ}18'51''$  West, 196.57 feet; thence South  $40^{\circ}54'24''$  West, 387.80 feet; thence North  $49^{\circ}05'36''$  West, 461.36 feet; thence North  $40^{\circ}54'24''$  East, 385.54 feet; thence North  $81^{\circ}16'54''$  East, 264.87 feet to the Point of Beginning.

Containing 5.77 acres, more or less.







Prepared by and Return to:

**EXHIBIT "C" TO RESOLUTION**

Ellen Avery-Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

**STORMWATER DRAINAGE EASEMENT AGREEMENT**

**IGP CONNECTOR**

**THIS STORMWATER DRAINAGE EASEMENT AGREEMENT** ("Agreement") is made and entered into by and among **WHITE'S FORD TIMBER, LLC**, a Florida limited liability company, whose address is 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092 ("White's Ford"), the **SILVERLEAF MASTER OWNERS ASSOCIATION, INC**, a Florida corporation not for profit, whose address is 111 Nature Walk Parkway, Suite 104, St. Augustine, Florida 32092 (the "Master Association"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County") (White's Ford, the Master Association and the County are at times collectively referred to herein as "the Parties").

**RECITALS:**

- A. White's Ford is the owner of the mixed-use project located on property in St. Johns County, Florida known as the SilverLeaf Development of Regional Impact (the "SilverLeaf DRI") approved by the County under St. Johns County Resolution No. 2019-165 (the "DRI/DO"), as more particularly described in the DRI/DO.
- B. Special Condition 24 ("SC-24") of the DRI/DO requires White's Ford to convey to the County right-of-way for a future six-lane segment of the public roadway known as St. Johns Parkway (referred to in the DRI/DO as "CR 2209") from SilverLeaf Parkway (referred to in the DRI/DO as the "SR 16 Connector") to International Golf Parkway (the "IGP Connector"). White's Ford has this day conveyed to the County the right-of-way for the IGP Connector, as more particularly described on the attached **Exhibit "A"** (the "Right-of-Way").
- C. SC-24 requires White's Ford to grant a stormwater drainage easement to the County to accept and treat stormwater drainage from development within the SilverLeaf DRI and from the future IGP Connector.
- D. St. Johns River Water Management District ("SJRWMD") Environmental Resource Permit No. 99446-18, as modified by SJRWMD ERP No. 99446-27 (collectively, the "Permit")

approved the master stormwater system for the Silverleaf DRI. The Permit authorizes the stormwater management facilities (“SMF”) needed to serve the Silverleaf DRI development and the future construction of the IGP Connector.

- E. Under the terms and conditions of the Permit and the DRI/DO, the master stormwater system for the SilverLeaf DRI includes joint-use stormwater management facilities sufficient to serve both the future IGP Connector and development within the SilverLeaf DRI, which facilities may be constructed by either the County in connection with its construction of the IGP Connector or by White’s Ford in connection with its development within the SilverLeaf DRI.
- F. The Master Association has been formed to operate and maintain the master stormwater system for the SilverLeaf DRI in accordance with the Permit.
- G. This Agreement grants to the County the drainage easement required by the DRI/DO, states the terms and conditions of the easement, and establishes the rights of the parties with regard to construction of the stormwater management facilities.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements contained in this Agreement, the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, White’s Ford, the Master Association and the County hereby agree as follows:

- 1. **Recitals.** The above recitals are true and correct and incorporated into this Agreement by this reference.
- 2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.
- 3. **Grant of Permanent, Non-Exclusive Drainage Easement.** White’s Ford hereby grants to the County for the benefit of and appurtenant to the Right-of-Way (the “Benefitted Property”), and the County hereby accepts a permanent, non-exclusive easement for drainage, conveyance, storage and treatment of stormwater flowing from the IGP Connector over, under, through and across the real property described on the attached **Exhibit “B”** (the “Easement Area”) and depicted on the attached **Exhibit “C”**.
- 4. **Construction of Stormwater Management Facilities.** The County hereby grants to White’s Ford a perpetual, non-exclusive easement over the Right-of-Way to construct the stormwater management facilities depicted on **Exhibit “C”** as SMF AA-01, SMF A-12, SMF A-10, SMF AA-02, SMF P-02 and SMF P-01 (sometimes collectively referred to herein as the “Stormwater Management Facilities”). White’s Ford shall have the right to construct such Stormwater Management Facilities until the expiration of a 24-month period

SilverLeaf DRI  
IGP Connector V3

beginning when the County provides written notice to White's Ford that it has funding for and intends to commence construction of the IGP Connector. In the event that White's Ford constructs one or more of the Stormwater Management Facilities, it shall have the right to remove and use or sell the soil removed from such facilities.

White's Ford hereby grants to the County a temporary construction easement over the Easement Area to construct stormwater management facilities SMF AA-01, SMF A-12, SMF A-10 and SMF AA-02 in accordance with the Permit; provided, however, that the County shall not have the right to construct such stormwater management facilities unless White's Ford did not construct one or more of the stormwater management facilities within the 24-month period following the County's notice of funding for the IGP Connector. If the County constructs one or more of the stormwater management facilities, then it shall have the right to use the soil removed from such facilities in its construction of the IGP Connector.

5. **Grant of Temporary Drawdown Easement.** To achieve the necessary treatment volume within SMF AA-01 as depicted on **Exhibit "C"**, SMF AA-01 must be connected to existing stormwater management facilities along Silverleaf Parkway by a temporary ditch (the "Drawdown Ditch") as depicted on **Exhibit "C"**. When the property lying between the IGP Connector and Silverleaf Parkway is developed, White's Ford will modify the Permit and the Drawdown Ditch will be replaced with a permanent stormwater management system that will provide the same function as the Drawdown Ditch.

White's Ford hereby grants and conveys to the County for the benefit of and appurtenant to the Benefitted Property a temporary, non-exclusive easement (the "Temporary Easement") to construct, operate and maintain the Drawdown Ditch within the property described on the attached **Exhibit "D"** (the "Temporary Easement Area"). The Temporary Easement will automatically terminate without the need for any further documentation upon White's Ford's replacement of the Drawdown Ditch with a permanent drainage drawdown pipe or lake system that serves the same function and is permitted by the SJRWMD. White's Ford reserves the right to substitute underground piping or to relocate the Drawdown Ditch and Temporary Easement to accommodate its plan of development within the SilverLeaf DRI, provided such relocation complies with the Permit, as modified.

6. **Operation and Maintenance.** Upon completion of construction of SMF AA-01, SMF A-12, SMF A-10 and SMF AA-02 (sometimes collectively referred to herein as the "Joint-Use Ponds"), the Master Association shall operate, repair and maintain the Joint-Use Ponds as required by and in compliance with the Permit, as may be modified from time to time, at no charge to the County.
7. **Relocation/Modification.** White's Ford hereby expressly reserves the right to modify, reconfigure, relocate or expand the Joint-Use Ponds and the Drawdown Ditch, at its sole expense and subject to compliance with the terms and conditions of the Permit, as may be

modified from time to time. Following any modification of the Joint-Use Ponds and the Drawdown Ditch, the Parties will, if requested by the other party, execute a modification of this Agreement to change the legal description of the Easement Area.

8. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:	County Administrator St. Johns County 500 San Sebastian View St. Augustine, Florida 32084
With copy to:	County Attorney St. Johns County 500 Sebastian View St. Augustine, Florida 32084
For White's Ford:	White's Ford Timber, LLC c/o John G. Metcalf The Hutson Companies, L.L.C. 111 Nature Walk Parkway, Ste. 104 St. Augustine, Florida 32092
With copy to:	Ellen Avery-Smith, Esq. Rogers Towers, P.A. 100 Whetstone Place, Suite 200 St. Augustine, Florida 32086
For Master Association:	SilverLeaf Master Owners Association, Inc. c/o Gary Hannon, President 111 Nature Walk Parkway, Ste. 104 St. Augustine, Florida 32092

9. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, run with the land affected and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the Parties.

10. **Enforcement and Remedies.** In the event either of the Parties breaches any of its covenants, obligations, promises or requirements set forth in this Agreement, after receipt by the breaching party of written notice of such breach and a reasonable opportunity to cure, the other party shall be entitled to pursue and enforce all remedies or rights that may be available at law or in equity to enforce the terms of this Agreement. This Agreement is made for the sole benefit and protection of the Parties and no other persons shall have any right of action

under this Agreement.

11. **Applicable Law; Jurisdiction of Venue.** This Agreement, and the rights and obligations of the Parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. The Parties waive trial by jury. If either party to this Agreement brings suit to interpret or enforce any term or provision of this Agreement, the prevailing party in such suit shall be entitled to recover from the other party, in addition to any damages or other relief granted as the result of such suit, all costs and expenses of such suit, including reasonable attorneys' fees. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the construction, development or maintenance contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.
12. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants and restrictions of this Agreement become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.
13. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
14. **Captions or Paragraph Headings.** Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.
15. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
16. **Further Assurances.** Each of the Parties to this Agreement agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement (including any amendment hereof) and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

17. **Entire Agreement; Amendment.** This Agreement, and any exhibits made a part hereof, constitute the entire Agreement and understanding of the Parties and shall not be modified or amended except by written agreement duly executed by the Parties hereto and recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, White's Ford, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

**WITNESSES:** **WHITE'S FORD TIMBER, LLC, a**  
Signed, sealed and delivered in the presence of: Florida limited liability company

By: Hutson Management Inc., a Florida corporation  
Its: Manager

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

By: \_\_\_\_\_  
John G. Metcalf  
Vice President

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John G. Metcalf, as Vice President of Hutson Management, Inc., a Florida corporation, as Manager of White's Ford Timber, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

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

IN WITNESS WHEREOF, the Master Association, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

**WITNESSES:** **SILVERLEAF MASTER ASSOCIATION,**  
Signed, sealed and delivered in the presence of: **INC.,** a Florida Corporation not for profit

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Gary Hannon  
President

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gary Hannon, as President of Silverleaf Master Association, a Florida Corporation not for profit. He is personally known to me.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the County, through its duly authorized representative, has executed this Agreement on the day(s) and year set forth below.

**WITNESSES:**

**ST. JOHNS COUNTY, FLORIDA**

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_  
Interim County Administrator

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

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

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

The foregoing instrument is hereby acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who is the Interim County Administrator for St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida. He is personally known to me.

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

EXHIBIT "A"

**[RIGHT OF WAY]**

**PARCEL A:**

A portion of Section 8, together with a portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follow:

For a Point of Reference, Commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East; thence South  $88^{\circ}23'18''$  West, along the Northerly line of said Section 9, a distance of 5297.65 feet to the Northeast corner of said Section 8; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1573.01 feet; thence South  $00^{\circ}01'54''$  East, departing said Northerly line, 276.93 feet to the Point of Beginning.

From said Point of Beginning, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 11400.00 feet, through a central angle of  $14^{\circ}40'34''$ , an arc length of 2920.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $32^{\circ}25'06''$  East, 2912.07 feet; thence South  $39^{\circ}45'23''$  East, 1589.98 feet to the point of curvature of a curve concave Westerly having a radius of 3100.00 feet; thence Southerly along the arc of said curve, through a central angle of  $46^{\circ}11'28''$ , an arc length of 2499.18 feet to the point of tangency of said curve, said point lying on the Northerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 2874, page 1010, of said Public Records, said arc being subtended by a chord bearing and distance of South  $16^{\circ}39'39''$  East, 2432.04 feet; thence South  $06^{\circ}26'05''$  West, along said Northerly prolongation and along said Westerly line, 1592.33 feet to the Southwesterly corner thereof, said corner lying on the Northerly line of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence South  $72^{\circ}44'25''$  East, along said Northerly line, 25.60 feet; thence South  $06^{\circ}27'25''$  West, departing said Northerly line, 366.35 feet to the point of curvature of a curve concave Easterly having a radius of 2453.50 feet; thence Southerly 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 Southwesterly line of World Golf Village Northwest Pond 332, as described and recorded in Official Records Book 3091, page 1487, of said Public Records; thence South  $53^{\circ}12'07''$  East, along said Southwesterly line and along the Southwesterly line of Utility Site, as described and recorded in Official Records Book 1095, page 1592, of said Public Records, 2223.27 feet to a point lying on the Northwesterly right of way line of International Golf Drive, a variable width right of way as presently established; thence South  $50^{\circ}37'10''$  West, 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°12'50" West, 1154.11 feet; thence North 54°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 11°19'31", an arc length of 534.38 feet to the Southwesterly corner of Pond "B" as described and recorded in Official Records Book 2854, page 589, of said Public Records, said arc being subtended by a chord bearing and distance of North 48°28'10" West, 533.51 feet; thence along the boundary line of said Pond "B" the following 3 courses: Course 1, thence South 65°18'30" West, 368.32 feet; Course 2, thence North 33°34'37" West, 320.43 feet; Course 3, thence North 55°21'33" East, 329.42 feet to the Northeasterly corner thereof; thence Northerly along the arc of a curve concave Easterly having a radius of 2703.50 feet, through a central angle of 41°05'51", an arc length of 1939.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°05'31" West, 1897.88 feet; thence North 06°27'25" East, 143.96 feet to the Southerly most corner of Parcel 2 Swap Parcel as described and recorded in Official Records Book 3750, page 1784, of said Public Records; thence Northerly along the Westerly line of said Parcel 2 Swap Parcel and its Northerly prolongation, and along the arc of a curve concave Easterly having a radius of 3600.00 feet, through a central angle of 04°23'54", an arc length of 276.35 feet to a point lying on said Northerly line of Subsection 6; said arc being subtended by a chord bearing and distance of North 01°03'23" East, 276.28 feet; thence South 72°44'25" East, along said Northerly line, 51.76 feet; thence North 06°26'05" East, departing said Northerly line and along a line parallel with and 200 feet Westerly of said Westerly line of Official Records Book 2874, page 1010, a distance of 1554.09 feet to the point of curvature of a curve concave Westerly having a radius of 2900.00 feet; thence Northerly along the arc of said curve, through a central angle of 46°11'28", an arc length of 2337.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 16°39'39" West, 2275.14 feet; thence North 39°45'23" West, 1589.98 feet to the point of curvature of a curve concave Northeasterly having a radius of 11600.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 14°40'34", an arc length of 2971.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 32°25'06" West, 2963.16 feet; thence North 64°55'10" East, 200.00 feet to the Point of Beginning.

Containing 78.27 acres, more or less.

Together with:

**PARCEL B:**

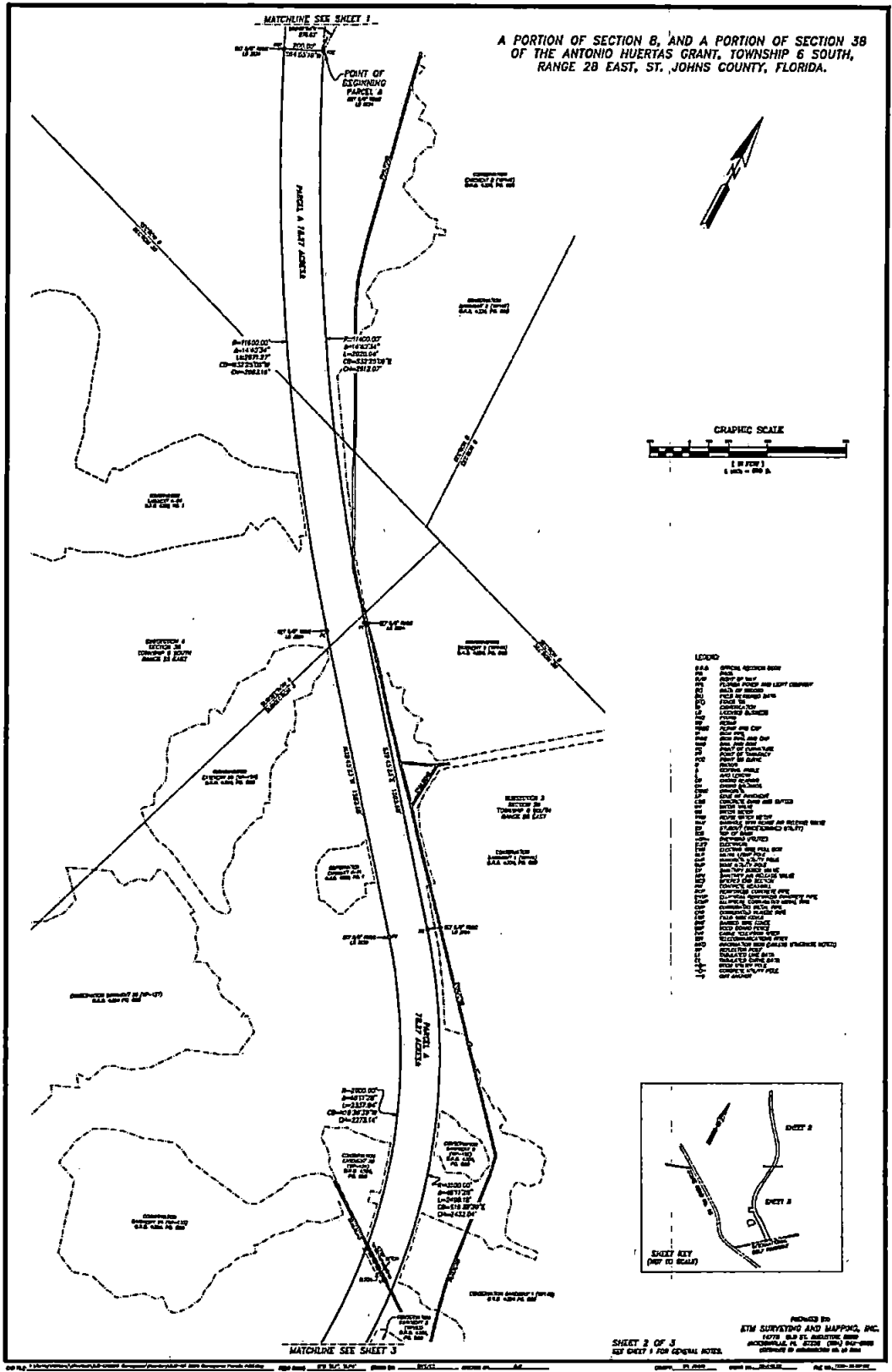
A portion of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being Pond "A" as described and recorded in Official Records Book 2854, page 589, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East: thence South  $00^{\circ}56'08''$  East, along the Easterly line of said Section 9, a distance of 861.21 feet to a point lying on the Westerly line of Section 43 of the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South  $15^{\circ}32'56''$  West, along the Westerly line of said Section 43 and along the Westerly line of Section 44 of the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeasterly corner of Subsection 6 of the division of said Section 38 of the Antonio Huertas Grant, as recorded in Deed Book Q, page 495, of said Public Records; thence North  $72^{\circ}44'25''$  West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 1984.36 feet to a point on a curve concave Easterly having a radius of 3600.00 feet; thence Southerly departing said Northerly line of said Subsection 6 and 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 arc being subtended by a chord bearing and distance of South  $01^{\circ}03'23''$  West, 276.28 feet; thence South  $06^{\circ}27'25''$  West, 143.96 feet to the point of curvature of a curve concave Northeasterly having a radius of 2703.50 feet; thence Southeasterly 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 South  $23^{\circ}50'15''$  East, 2727.53 feet; thence South  $54^{\circ}07'55''$  East, 168.95 feet; thence South  $35^{\circ}52'05''$  West, 249.79 feet to the Point of Beginning.

From said Point of Beginning, thence South  $48^{\circ}16'10''$  East, 270.65 feet; thence South  $35^{\circ}18'51''$  West, 196.57 feet; thence South  $40^{\circ}54'24''$  West, 387.80 feet; thence North  $49^{\circ}05'36''$  West, 461.36 feet; thence North  $40^{\circ}54'24''$  East, 385.54 feet; thence North  $81^{\circ}16'54''$  East, 264.87 feet to the Point of Beginning.

Containing 5.77 acres, more or less.

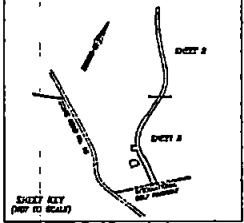




A PORTION OF SECTION 8, AND A PORTION OF SECTION 38  
OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



- LEGEND
- SECTION 8 BOUNDARY
  - SECTION 38 BOUNDARY
  - VENUE LANE
  - SECTION 8 ROAD
  - SECTION 38 ROAD
  - ...



DESIGNED BY  
ETM SURVEYING AND MAPPING, INC.  
1070 OLD ST. AUGUSTINE ROAD  
ANDERSONVILLE, FL 32006 (904) 249-9999  
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SHEET 2 OF 3  
SEE SHEET 1 FOR GENERAL NOTES

A PORTION OF SECTION 8, AND A PORTION OF SECTION 38  
OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

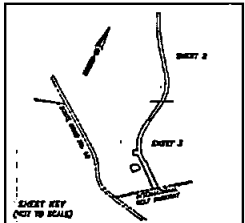
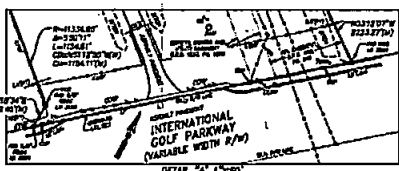
MATCHLINE SEE SHEET 2

LINE	BEARING	LENGTH
L1	S89°57'00"W	143.27(7)
L2	S89°57'00"W	143.27(7)
L3	S89°57'00"W	143.27(7)
L4	S89°57'00"W	143.27(7)

CDMP	CDMP	CDMP	CDMP	CDMP
CDMP	CDMP	CDMP	CDMP	CDMP
C1	300.00'	427.00'	574.00'	721.00'



- LEGEND
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PROJ. NO. 2010-001  
 EYM SURVEYING AND MAPPING, INC.  
 10700 N.W. 11TH AVENUE, SUITE 100  
 BOCA RATON, FLORIDA 33433  
 SHEET 3 OF 3  
 SEE SHEET 1 FOR GENERAL NOTES

**EXHIBIT "B"**

**[SMF AA-01, SMF A-12, SMF A-10 AND SMF AA-02  
LEGAL DESCRIPTIONS - JOINT USE PONDS]**

**Drainage Easement A  
(SMF AA-01)**

A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 8; thence South 89°58'06" West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of 03°36'59", an arc length of 719.56 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 25°21'42" East, 719.44 feet.

From said Point of Beginning, thence North 67°21'40" East, 412.23 feet; thence North 76°12'16" East, 141.94 feet to a point lying on the Westerly line of Conservation Easement 2 (WP146), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southerly, along said Westerly line, the following 25 courses: Course 1, thence South 17°42'36" West, 77.03 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 40°57'36", an arc length of 17.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 02°46'12" East, 17.49 feet; Course 3, thence South 23°15'00" East, 56.97 feet; Course 4, thence South 09°00'09" East, 25.44 feet; Course 5, thence South 22°05'00" West, 44.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 6, thence Southeasterly along the arc of said curve, through a central angle of 92°19'23", an arc length of 40.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°04'41" East, 36.06 feet; Course 7, thence South 70°14'23" East, 189.51 feet; Course 8, thence North 78°08'35" East, 42.29 feet; Course 9, thence South 17°01'37" East, 42.32 feet; Course 10, thence North 73°39'50" East, 47.97 feet; Course 11, thence South 29°34'28" East, 30.82 feet; Course 12, thence South 73°39'50" West, 54.85 feet; Course 13, thence South 15°24'06" East, 48.38 feet; Course 14, thence South 13°39'16" West, 38.25 feet; Course 15, thence South 23°04'16" West, 71.60 feet; Course 16, thence South 28°21'40" West, 86.07 feet; Course 17, thence South 53°26'44" West, 55.41 feet; Course 18, thence South 46°08'25" West, 69.81 feet; Course 19, thence South 04°07'43" West, 126.74 feet; Course 20, thence South 63°29'51" East, 44.64 feet; Course 21, thence South 37°37'01" East, 37.48 feet; Course 22, thence North 84°13'26" East, 29.16 feet; Course 23, thence South 07°56'33" East, 78.84 feet; Course 24, thence South 35°08'45" West, 53.03 feet; Course 25, thence South 00°15'34" West, 149.86 feet; thence

South  $57^{\circ}06'12''$  West, departing said Westerly line, 111.14 feet to a point on a curve concave Northeasterly having a radius of 11,400.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $05^{\circ}43'36''$ , an arc length of 1139.43 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $30^{\circ}02'00''$  West, 1138.96 feet to the Point of Beginning.

Containing 10.08 acres, more or less.

**Drainage Easement B**  
**(SMF A-12)**

A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $16^{\circ}12'11''$ , an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $31^{\circ}39'18''$  East, 3213.14 feet; thence South  $39^{\circ}45'23''$  East, 335.97 feet to the Point of Beginning.

From said Point of Beginning, thence North  $50^{\circ}14'37''$  East, 72.34 feet to a point lying on the Southerly line of Conservation Easement 2 (WP146), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southeasterly, along said Southerly line, the following 23 courses: Course 1, thence South  $46^{\circ}39'42''$  East, 8.35 feet to a point on a curve concave Southerly having a radius of 53.50 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of  $33^{\circ}50'45''$ , an arc length of 31.60 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $79^{\circ}04'28''$  East, 31.15 feet; Course 3, thence North  $46^{\circ}08'22''$  East, 14.54 feet; Course 4, thence North  $70^{\circ}38'32''$  East, 15.14 feet; Course 5, thence South  $70^{\circ}41'20''$  East, 9.03 feet; Course 6, thence South  $11^{\circ}21'36''$  East, 42.08 feet; Course 7, thence South  $34^{\circ}14'42''$  East, 15.82 feet; Course 8, thence South  $28^{\circ}44'52''$  East, 17.05 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of  $47^{\circ}42'57''$ , an arc length of 20.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $52^{\circ}36'21''$  East, 20.22 feet; Course 10, thence South  $76^{\circ}27'49''$  East, 65.57 feet; Course 11, thence North  $67^{\circ}35'47''$  East, 28.58 feet; Course 12, thence South  $64^{\circ}36'57''$  East, 24.22 feet; Course 13, thence South  $26^{\circ}50'41''$  West, 31.11 feet to a point on a curve concave Westerly having a radius of 60.00 feet; Course 14, thence Southerly along the arc of said curve, through a central angle of  $25^{\circ}18'18''$ , an arc length of 26.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}33'20''$  East, 26.28 feet; Course 15, thence South  $08^{\circ}54'11''$  East, 38.95 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 16, thence Southeasterly along the arc of said curve, through a central angle of  $72^{\circ}21'04''$ , an arc length of 31.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ}04'43''$  East, 29.51 feet; Course 17, thence South  $81^{\circ}15'14''$  East, 9.12 feet; Course 18, thence North  $65^{\circ}10'19''$  East, 41.64 feet; Course 19, thence South  $86^{\circ}09'20''$  East, 29.42 feet; Course 20, thence South  $01^{\circ}44'23''$  West, 25.73 feet; Course 21,

thence South  $81^{\circ}15'14''$  East, 13.38 feet to the point of curvature of a curve concave Southwesterly having a radius of 60.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of  $39^{\circ}02'29''$ , an arc length of 40.88 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $61^{\circ}44'00''$  East, 40.10 feet; Course 23, thence South  $74^{\circ}15'20''$  East, 14.81 feet; thence South  $27^{\circ}55'41''$  West, departing said Southerly line, 18.56 feet; thence South  $86^{\circ}38'52''$  East, 23.38 feet; thence North  $54^{\circ}06'22''$  East, 153.76 feet; thence South  $30^{\circ}36'09''$  East, 21.50 feet to a point lying on the Westerly line of Conservation Easement 1 (WP149), as described and recorded in said Official Records Book 4304, page 698; thence Southwesterly, along said Westerly line, the following 3 courses: Course 1, thence South  $54^{\circ}03'31''$  West, 110.60 feet; Course 2, thence South  $38^{\circ}02'12''$  West, 37.02 feet; Course 3, thence South  $10^{\circ}27'39''$  West, 9.03 feet; thence North  $86^{\circ}38'52''$  West, departing said Westerly line, 78.33 feet; thence South  $49^{\circ}50'24''$  West, 158.36 feet; thence North  $39^{\circ}45'23''$  West, 432.71 feet to the Point of Beginning.

Containing 1.62 acres, more or less.

**Drainage Easement C**  
**(SMF A-10)**

A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $16^{\circ}12'11''$ , an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $31^{\circ}39'18''$  East, 3213.14 feet; thence South  $39^{\circ}45'23''$  East, 1589.98 feet to the point of curvature of a curve concave Southwesterly having a radius of 3100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $09^{\circ}29'14''$ , an arc length of 513.31 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $35^{\circ}00'46''$  East, 512.72 feet.

From said Point of Beginning, thence North  $58^{\circ}51'10''$  East, 28.04 feet to a point lying on the Westerly line of Conservation Easement 1 (WP149), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county; thence Southeasterly, along said Westerly line the following 44 courses: Course 1, thence North  $78^{\circ}22'40''$  East, 113.38 feet; Course 2, thence South  $60^{\circ}15'12''$  East, 57.13 feet; Course 3, thence South  $09^{\circ}07'27''$  East, 36.48 feet; Course 4, thence South  $44^{\circ}49'15''$  East, 53.94 feet; Course 5, thence South  $59^{\circ}20'02''$  East, 72.09 feet; Course 6, thence South  $30^{\circ}46'25''$  East, 53.41 feet; Course 7, thence South  $62^{\circ}55'52''$  East, 62.66 feet; Course 8, thence South  $53^{\circ}24'07''$  East, 81.92 feet; Course 9, thence North  $44^{\circ}03'47''$  East, 19.96 feet; Course 10, thence South  $60^{\circ}19'34''$  East, 74.77 feet; Course 11, thence South  $15^{\circ}56'43''$  West, 31.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of  $1^{\circ}19'00'44''$ , an arc length of 51.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $43^{\circ}33'39''$  East, 43.08 feet; Course 13, thence North  $76^{\circ}55'58''$  East, 70.51 feet; Course 14, thence South  $83^{\circ}21'09''$  East, 29.93 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 15, thence Northeasterly along the arc of said curve, through a central angle of  $67^{\circ}59'44''$ , an arc length of 29.67 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $62^{\circ}39'00''$  East, 27.96 feet; Course 16, thence North  $28^{\circ}39'08''$  East, 2.01 feet; Course 17, thence South  $85^{\circ}18'19''$  East, 92.70 feet; Course 18, thence South  $05^{\circ}31'20''$  West, 2.17 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of  $84^{\circ}20'38''$ , an arc length of 36.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $36^{\circ}38'59''$  East, 33.57 feet;

Course 20, thence South 78°49'18" East, 14.94 feet; Course 21, thence South 12°09'17" East, 70.79 feet; Course 22, thence South 57°51'42" East, 11.27 feet; Course 23, thence South 11°02'53" East, 24.79 feet; Course 24, thence South 12°10'48" East, 23.93 feet; Course 25, thence South 40°58'11" West, 72.65 feet; Course 26, thence North 83°15'48" West, 36.89 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; Course 27, thence Southwesterly along the arc of said curve, through a central angle of 97°42'18", an arc length of 42.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 47°53'03" West, 37.65 feet; Course 28, thence South 00°58'06" East, 49.27 feet; Course 29, thence South 35°34'28" East, 54.39 feet; Course 30, thence South 08°47'48" East, 45.91 feet; Course 31, thence South 18°11'35" East, 54.39 feet; Course 32, thence South 20°34'13" East, 51.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet; Course 33, thence Southeasterly along the arc of said curve, through a central angle of 52°38'40", an arc length of 22.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46°53'32" East, 22.17 feet; Course 34, thence South 73°12'52" East, 35.25 feet; Course 35, thence North 84°21'12" East, 146.01 feet; Course 36, thence South 05°38'48" East, 40.00 feet; Course 37, thence South 84°21'12" West, 185.73 feet; Course 38, thence South 47°05'20" West, 25.93 feet; Course 39, thence South 29°35'39" West, 20.05 feet; Course 40, thence South 78°53'39" West, 21.75 feet; Course 41, thence North 57°40'36" West, 27.83 feet; Course 42, thence North 64°02'40" West, 32.49 feet; Course 43, thence South 84°21'12" West, 106.24 feet; Course 44, thence South 84°41'13" West, 233.70 feet; thence South 77°09'59" West, departing said Westerly line, 15.00 feet to a point on a curve concave Westerly having a radius of 3100.00 feet; thence Northerly along the arc of said curve, through a central angle of 04°10'59", an arc length of 226.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 14°55'30" West, 226.28 feet; thence North 72°59'00" East, 89.67 feet to a point lying on the boundary line of Conservation Easement 5 (WP152), as described and recorded in said Official Records Book 4304, page 698; thence along said boundary line the following 15 courses: Course 1, thence North 65°54'26" East, 97.16 feet; Course 2, thence South 79°41'48" East, 51.79 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 3, thence Northeasterly along the arc of said curve, through a central angle of 95°36'11", an arc length of 41.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 52°30'07" East, 37.04 feet; Course 4, thence North 04°42'02" East, 47.21 feet; Course 5, thence North 17°42'14" East, 33.60 feet; Course 6, thence North 34°49'56" West, 49.24 feet; Course 7, thence North 47°56'40" West, 65.68 feet; Course 8, thence North 66°38'12" West, 37.98 feet; Course 9, thence North 89°24'41" West, 56.10 feet; Course 10, thence North 63°12'00" West, 31.97 feet; Course 11, thence South 88°17'06" West, 35.35 feet; Course 12, thence North 59°11'11" West, 31.65 feet; Course 13, thence North 83°21'49" West, 42.08 feet; Course 14, thence North 87°45'46" West, 44.35 feet; Course 15, thence South 79°38'38" West, 13.46 feet; thence South 67°21'23" West, departing said boundary line, 15.00 feet to a point on a curve concave Southwesterly having a radius of 3100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 07°37'32", an arc length of 412.59 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 26°27'23" West, 412.28 feet.

Containing 7.13 acres, more or less.

**Drainage Easement D**  
**(SMF AA-02)**

A portion of Subsection 3, Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Section 8, said Township and Range; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $16^{\circ}12'11''$ , an arc length of 3223.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $31^{\circ}39'18''$  East, 3213.14 feet; thence South  $39^{\circ}45'23''$  East, 1589.98 feet to the point of curvature of a curve concave Westerly having a radius of 3100.00 feet; thence Southerly along the arc of said curve, through a central angle of  $33^{\circ}48'29''$ , an arc length of 1829.20 feet to a point lying on the Westerly prolongation of the Westerly line of Conservation Easement 1 (WP149), as described and recorded in Official Records Book 4304, page 698, of the Public Records of said county, and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $22^{\circ}51'09''$  East, 1802.77 feet.

From said Point of Beginning, thence North  $84^{\circ}03'18''$  East, along said Westerly prolongation of the Westerly line of Conservation Easement 1 and said Westerly line, 78.81 feet; thence Southeasterly, along said Westerly line the following 18 courses: Course 1, thence South  $77^{\circ}34'11''$  East, 28.49 feet; Course 2, thence South  $84^{\circ}13'51''$  East, 32.63 feet; Course 3, thence South  $37^{\circ}43'42''$  East, 42.79 feet; Course 4, thence South  $81^{\circ}14'17''$  East, 66.49 feet; Course 5, thence North  $63^{\circ}36'41''$  East, 31.72 feet; Course 6, thence South  $88^{\circ}34'45''$  East, 112.09 feet; Course 7, thence South  $63^{\circ}00'09''$  East, 65.80 feet; Course 8, thence South  $32^{\circ}14'45''$  East, 146.53 feet; Course 9, thence North  $53^{\circ}40'56''$  East, 22.96 feet; Course 10, thence South  $39^{\circ}59'26''$  East, 88.99 feet; Course 11, thence South  $08^{\circ}18'10''$  East, 52.42 feet; Course 12, thence South  $52^{\circ}24'26''$  East, 65.45 feet; Course 13, thence South  $23^{\circ}53'36''$  East, 20.35 feet; Course 14, thence South  $06^{\circ}58'00''$  West, 46.18 feet; Course 15, thence South  $27^{\circ}41'26''$  East, 2.98 feet; Course 16, thence South  $62^{\circ}54'42''$  West, 32.94 feet; Course 17, thence South  $56^{\circ}17'56''$  East, 296.73 feet; Course 18, thence South  $60^{\circ}51'20''$  East, 109.98 feet; thence South  $29^{\circ}08'40''$  West, continuing along said Westerly line, its Southerly prolongation, and said Westerly line, 60.00 feet; thence North  $59^{\circ}50'05''$  West, departing said Westerly line, 82.00 feet to a point lying on said Westerly line; thence along said Westerly line the following 32 courses: Course 1, thence North  $57^{\circ}24'42''$  West, 155.87 feet; Course 2, thence North  $52^{\circ}41'31''$  West, 79.96 feet; Course 3, thence North  $57^{\circ}06'37''$  West, 113.07 feet; Course 4, thence North  $57^{\circ}37'37''$  West, 105.58 feet; Course 5, thence North  $75^{\circ}47'57''$

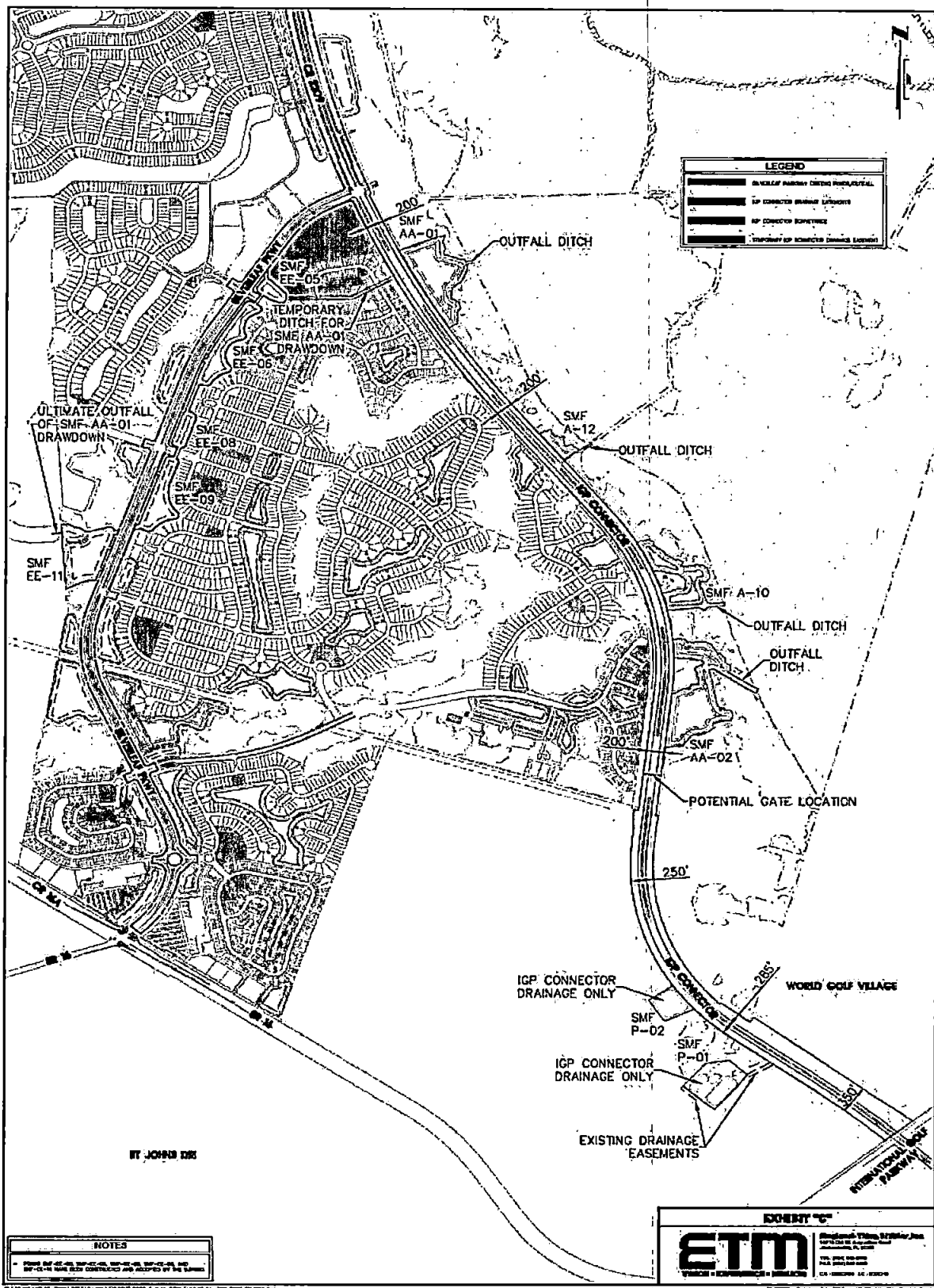
West, 38.14 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; Course 6, thence Southwesterly along the arc of said curve, through a central angle of  $117^{\circ}33'51''$ , an arc length of 51.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ}25'07''$  West, 42.76 feet; Course 7, thence South  $13^{\circ}21'49''$  East, 157.90 feet to a point on a curve concave Easterly having a radius of 27.00 feet; Course 8, thence Southerly along the arc of said curve, through a central angle of  $36^{\circ}02'02''$ , an arc length of 16.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $05^{\circ}58'46''$  West, 16.70 feet; Course 9, thence South  $12^{\circ}02'15''$  East, 226.99 feet; Course 10, thence South  $18^{\circ}55'22''$  East, 52.14 feet; Course 11, thence South  $37^{\circ}32'11''$  East, 44.46 feet; Course 12, thence North  $71^{\circ}04'38''$  East, 23.29 feet; Course 13, thence South  $53^{\circ}31'54''$  East, 18.29 feet; Course 14, thence South  $78^{\circ}24'38''$  East, 68.64 feet; Course 15, thence South  $42^{\circ}46'36''$  East, 40.86 feet; Course 16, thence South  $12^{\circ}30'28''$  East, 42.58 feet; Course 17, thence South  $27^{\circ}09'56''$  West, 69.08 feet; Course 18, thence North  $88^{\circ}57'01''$  West, 62.70 feet; Course 19, thence North  $89^{\circ}58'35''$  West, 31.94 feet; Course 20, thence South  $78^{\circ}02'27''$  West, 39.11 feet; Course 21, thence South  $61^{\circ}40'17''$  West, 61.69 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet; Course 22, thence Southwesterly along the arc of said curve, through a central angle of  $72^{\circ}59'28''$ , an arc length of 19.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $25^{\circ}10'33''$  West, 17.84 feet; Course 23, thence South  $11^{\circ}19'11''$  East, 40.81 feet; Course 24, thence South  $50^{\circ}05'55''$  West, 77.01 feet; Course 25, thence South  $69^{\circ}14'02''$  West, 82.26 feet; Course 26, thence North  $85^{\circ}45'53''$  West, 41.66 feet; Course 27, thence South  $77^{\circ}33'08''$  West, 46.86 feet; Course 28, thence South  $58^{\circ}19'12''$  West, 44.52 feet; Course 29, thence South  $31^{\circ}58'41''$  West, 52.70 feet; Course 30, thence South  $37^{\circ}42'01''$  West, 95.36 feet; Course 31, thence North  $88^{\circ}24'22''$  West, 69.36 feet; Course 32, thence South  $78^{\circ}38'43''$  West, 111.59 feet; thence North  $83^{\circ}33'55''$  West, departing said Westerly line, 20.00 feet; thence North  $06^{\circ}26'05''$  East, 680.99 feet to a point lying on the Westerly prolongation of the boundary line of Conservation Easement 3 (WP153), as described and recorded in said Official Records Book 4304, page 698; thence North  $61^{\circ}43'57''$  East, along said Westerly prolongation and said boundary line, 78.92 feet; thence along said boundary line the following 13 courses: Course 1, thence North  $57^{\circ}20'58''$  East, 53.11 feet; Course 2, thence North  $82^{\circ}39'38''$  East, 66.01 feet; Course 3, thence North  $39^{\circ}05'47''$  East, 74.64 feet; Course 4, thence South  $89^{\circ}18'21''$  East, 50.55 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 5, thence Northeasterly along the arc of said curve, through a central angle of  $102^{\circ}05'43''$ , an arc length of 44.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $39^{\circ}38'48''$  East, 38.88 feet; Course 6, thence North  $11^{\circ}24'03''$  West, 82.30 feet; Course 7, thence North  $04^{\circ}13'16''$  East, 30.62 feet; Course 8, thence North  $34^{\circ}53'15''$  West, 49.16 feet; Course 9, thence North  $02^{\circ}12'32''$  West, 15.70 feet; Course 10, thence North  $48^{\circ}51'46''$  East, 26.95 feet; Course 11, thence North  $57^{\circ}00'27''$  East, 68.60 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet; Course 12, thence Northerly along the arc of said curve, through a central angle of  $113^{\circ}15'00''$ , an arc length of 49.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $00^{\circ}22'56''$  East, 41.75 feet; Course 13, thence North  $56^{\circ}14'34''$  West, 18.27 feet; thence North  $83^{\circ}59'02''$  West, continuing along said boundary line and its Westerly prolongation, 301.43 feet to a point on a curve concave

Westerly having a radius of 3100.00 feet; thence Northerly along the arc of said curve, through a central angle of  $04^{\circ}24'27''$ , an arc length of 238.46 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $03^{\circ}44'41''$  West, 238.41 feet.

Containing 13.30 acres, more or less.

EXHIBIT "C"

[DRAWING ETM 2209 – RIGHT OF WAY AND STORMWATER  
MANAGEMENT FACILITIES]



**EXHIBIT "D"**

**[TEMPORARY DRAWDOWN DITCH LEGAL DESCRIPTION]**

**Temporary Drainage Easement A**

A portion of Section 8, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 8; thence South  $89^{\circ}58'06''$  West, along the Northerly line of said Section 8, a distance of 1697.97 feet to its intersection with the Easterly right of way line of St. Johns Parkway (County Road No. 2209), a variable width right of way as presently established; thence Southeasterly, departing said Northerly line and along said Easterly right of way line, its Southerly prolongation, and along the arc of a curve concave Northeasterly having a radius of 11,400.00 feet, through a central angle of  $04^{\circ}51'29''$ , an arc length of 966.60 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $25^{\circ}58'57''$  East, 966.31 feet; thence South  $60^{\circ}24'10''$  West, 200.04 feet to the Point of Beginning.

From said Point of Beginning, thence Southeasterly along the arc of a curve concave Northeasterly, having a radius of 11,600.00 feet, through a central angle of  $00^{\circ}11'34''$ , an arc length of 39.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $28^{\circ}31'42''$  East, 39.01 feet; thence South  $60^{\circ}24'10''$  West, 544.96 feet; thence South  $89^{\circ}04'54''$  West, 752.37 feet to a point on a curve concave Westerly having a radius of 50.00 feet; thence Northerly along the arc of said curve, through a central angle of  $16^{\circ}29'59''$ , an arc length of 14.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $07^{\circ}58'48''$  East, 14.35 feet; thence North  $00^{\circ}16'11''$  West, 24.83 feet; thence North  $89^{\circ}04'54''$  East, 739.90 feet; thence North  $60^{\circ}24'10''$  East, 535.72 feet to the Point of Beginning.

Containing 1.15 acres, more or less.