

Draft #6
4/4/91

RESOLUTION NO. 91- 69

A RESOLUTION APPROVING EXECUTION OF A CERTAIN AGREEMENT BETWEEN ST. JOHNS COUNTY AND SJH PARTNERSHIP, LTD. PERTAINING TO THE CONSTRUCTION OF AN INTERCHANGE AT INTERSTATE 95 AND NINE MILE ROAD IN ST. JOHNS COUNTY.

WHEREAS, SJH Partnership, Ltd., a Florida limited partnership ("Petitioner") is the owner and developer of Parcel D of St. Johns Harbour, a development of regional impact as approved under St. Johns County Development of Regional Impact master Development Order (Resolution No. 86-64), and St. Johns County Development of Regional Impact Incremental Development Order (Resolution No. 86-65), dated May 27, 1986, as the same may be amended from time to time (the "DRI"); and

WHEREAS, the DRI provides that, as a condition to certain development by Petitioner, Petitioner must obtain necessary funding, right-of-ways and governmental approvals for construction of a highway interchange and associated improvements (the "Interchange") at the intersection of Interstate Highway 95 and Nine Mile Road; and

WHEREAS, St. Johns County, Florida ("County") desires for the Interchange to be constructed and recognizes that the Interchange is a needed improvement to the County transportation system and will provide public benefit to the County; and

WHEREAS, the DRI and the Interchange are included in County's adopted 2005 Comprehensive Plan, as submitted to the Florida Department of Community Affairs, as a project consistent with the goals and guidelines for future growth and development of St. Johns County; and

WHEREAS, the Petitioner represents that it has acquired by private purchase all lands necessary to provide the right-of-ways for construction of the Interchange, except as to remaining lands currently vested in County as existing County right-of-ways, (collectively referred to herein as "County Interchange Lands"), and Petitioner also represents that it has acquired such additional tracts as necessary to enable future relocation of such County right-of-ways as a result of construction of the Interchange; and

WHEREAS, Petitioner will, as a condition to construction of the Interchange convey to FDOT all lands necessary to provide the right-of-ways for construction of the Interchange, except as to the County Interchange Lands, thereby vesting ownership of all lands abutting both sides of the County Interchange Lands in FDOT; and

WHEREAS, County desires to cooperate with Petitioner in providing its commitment to convey certain lands by agreeing to provide for a public hearing to consider vacating certain County rights of way at such time as Petitioner has conveyed lands to FDOT to allow for commencement of construction of the Interchange; and

WHEREAS, it appears that the averments of said Petition are true,

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

RESOLVED, that the Board of County Commissioners of St. Johns County, Florida, hereby approves and authorizes all actions as set forth in that certain Option Agreement in the form and content as

contained in Exhibit A attached hereto and made a part hereof and authorizes the execution of such Option Agreement by the Chairman of the BCC on behalf of the County.

ADOPTED this 9th day of April, 1991.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Donald R. Donald*
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: *Jeanne Carter*
Deputy Clerk

Draft #4
4/8/91

OPTION AGREEMENT RE: ROADWAY VACATION
AND CONVEYANCE

[I-95/NINE MILE ROAD INTERCHANGE]

THIS OPTION AGREEMENT is made and entered as of April 9, 1991 (the "Effective Date") by and between SJH PARTNERSHIP, LTD., a Florida limited partnership ("SJH") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County").

R E C I T A L S:

A. SJH represents that it is the owner and developer of Parcel D of St. Johns Harbour, a development of regional impact as approved under St. Johns County Development of Regional Impact Master Development Order (Resolution No. 86-64), and St. Johns County Development of Regional Impact Incremental Development Order (Resolution No. 86-65), dated May 27, 1986, as the same may be amended from time to time (the "DRI").

B. The DRI provides that, as a condition to SJH's development ~~of Parcel D~~, SJH must obtain necessary funding, right-of-ways and governmental approvals for construction of a highway interchange and associated improvements (the "Interchange") at the intersection of Interstate Highway 95 and Nine Mile Road.

C. County desires for the Interchange to be constructed and recognizes that the Interchange is a needed improvement to the County transportation system and will provide public benefit to the County. The DRI and the Interchange are included in County's Adopted 2005 Comprehensive Plan, as submitted to the Florida Department of Community Affairs, as a project consistent with the goals and guidelines for future growth and development of St. Johns County.

D. Construction of the Interchange requires appropriate permits and approvals of the Florida Department of Transportation ("FDOT") and the Federal Highway Administration ("FHWA"), and SJH represents that it has obtained such permits and approvals following protracted negotiations.

E. SJH represents that construction of the Interchange in accordance with FDOT and FHWA permits and approvals requires

SJH's acquisition on behalf of FDOT of all necessary right-of-ways. Beginning in mid-1985, SJH and its predecessors engaged in negotiations with various landowners to purchase the lands necessary for Interchange right-of-ways, and SJH represents that it has now acquired all lands necessary to provide the right-of-ways for construction of the Interchange, as described on attached Exhibit A (collectively, the "SJH Interchange Lands"), except as to remaining lands currently vested in County as existing County right-of-ways, as described on attached Exhibit B (collectively, the "County Interchange Lands"). SJH represents that its land acquisitions also included such additional tracts as necessary to permit relocation of existing County right-of-ways as a result of construction of the Interchange, as described on attached Exhibit C (collectively, the "SJH County Right-of-Way Lands").

F. County desires to cooperate with SJH to construct the Interchange, and to take such steps as may be required to vest ownership of the County Interchange Lands in FDOT and to acquire ownership of the SJH County Right-of-Way Lands. SJH and County desire to enter into this Agreement to set forth the respective rights and obligations of the parties with respect to the transfer of the County Interchange Lands to FDOT and the transfer of the SJH County Right-of-Way Lands to County.

NOW THEREFORE, for and in consideration of the above and foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SJH and County hereby agree as follows:

1.0 Option Agreement; Conveyance of SJH Interchange Lands. This Agreement constitutes an option in favor of SJH, exercisable upon SJH's conveyance of the SJH Interchange Lands to FDOT, provided, however, that SJH has no obligation to exercise such option. SJH's conveyance of the SJH Interchange Lands to FDOT by Deed substantially in form and content as approved by FDOT, and SJH's delivery to County of a copy of the recorded Deed of such conveyance, shall constitute SJH's exercise of such option, and County shall upon such exercise be bound to perform the remaining terms and conditions of this Agreement on the part of County to be performed. However, if SJH has not exercised the option as provided above within one (1) year of the Effective Date, this Agreement shall automatically terminate and become null and void, and neither party shall have any further rights or obligations under this Agreement.

2.0 Vacation of County Interchange Lands. Following SJH's conveyance of the SJH Interchange Lands to FDOT, FDOT will be the abutting landowner on both sides of the County Interchange Lands, except at two specific points as discussed below. The most efficient method of vesting title to the County Interchange Lands in FDOT is to vacate the County Interchange Lands, thus vesting title in FDOT as the abutting landowner, except as to a specific parcel that will become vested in County as the abutting landowner, as described on attached Exhibit D ("Tract IV"), and a specific parcel that will become vested in SJH as the abutting landowner, as described on attached Exhibit E ("Tract V"). Therefore, upon SJH's exercise of the option as described in paragraph 1.0 above, County shall commence legal proceedings to vacate the County Interchange Lands. Such proceedings will be commenced upon receipt by the County of (A) a Petition to Vacate submitted by SJH, joined by the record owners of all property abutting the vacated portion of the County Interchange Lands, (B) a written agreement by SJH that upon the County vacating the County Interchange Lands, SJH (i) will immediately commence construction and will timely complete the Francis Road improvements to County standards upon the SJH County Right-of-Way Lands, (ii) will maintain continuous traffic during such construction and relocation of Francis Road and (iii) will provide financial assurances reasonably satisfactory to the County in the form of a surety bond or letter of credit to provide for such construction, relocation and traffic continuation, (C) a Resolution setting a public hearing date, (D) a Resolution vacating the County Interchange Lands, (E) a copy of the recorded Escrow Agreement as described in paragraph 5.1 below, (F) a recorded certificate executed by SJH confirming that construction of the I-95 Interchange and perimeter access road, in the manner contemplated in Items 8 and 9 as described on Exhibit G, has commenced and (G) a Certificate of Title issued by American Title Insurance Company evidencing only those exceptions to title as referenced on Exhibit G. The County represents that as of the Effective Date, it is not aware of any reason why it would not vacate the County Interchange Lands at the conclusion of the public hearing.

3.0 County's Conveyance of Tract IV to FDOT; Release of Mineral Rights. Immediately following vacation of the County Interchange Lands as provided in paragraph 2.0 above, and upon receipt by the County of a request from FDOT in the manner required by F.S. 125.38 and 270.11(3) requesting the County to convey Tract IV to FDOT and to release the County's mineral rights therein, the County shall enter into a Resolution approving County's conveyance of Tract IV to FDOT and its

to the SJH County Right of Way Lands

release of mineral rights therein, pursuant to a deed substantially in form and content specified in Section 125.411, Florida Statutes, and shall thereupon convey Tract IV to FDOT and release such mineral rights in accordance with such Resolution.

4.0 SJH's Conveyance of Tract V to FDOT. Immediately following vacation of the County Interchange Lands as provided in paragraph 2.0 above, SJH shall convey Tract V to FDOT, pursuant to Deed substantially in form and content as approved by FDOT. SJH shall, upon such conveyance, provide to County a recorded copy of such Deed.

5.0 Conveyance of SJH County Right-of-Way Lands to County; Certificate of Title.

5.1 Immediately following completion of the transactions described in paragraph 2.0 ~~and 3.0~~ above, County shall enter into a Resolution approving and accepting SJH's conveyance of the SJH County Right-of-Way Lands to County for the purpose of facilitating relocation of existing County right-of-ways, including Francis Road and Nine Mile Road, as may be required as a result of future construction of the Interchange. Immediately upon passage of such Resolution, SJH shall convey the SJH County Right-of-Way Lands to County. Simultaneously with SJH's delivery to County of a copy of the recorded Deed to FDOT as provided in paragraph 1.0 above, SJH shall provide to County an undated Deed, executed by SJH, conveying the SJH County Right-of-Way Lands to County, substantially in form and content as approved by County. SJH's delivery of such Deed to County shall be subject to the terms and conditions of an Escrow Agreement, to be substantially in form and content as attached Exhibit F, to be executed by SJH and County at the time of SJH's delivery of such Deed. The Escrow Agreement shall provide that the Deed shall be deemed to be delivered to County and released for dating and recording immediately upon completion of the transactions described in paragraph 2.0 ~~and 3.0~~ above and County's passage of the Resolution approving conveyance of the SJH County Right-of-Way Lands, as described above. This Escrow Agreement with Deed attached may be recorded in the Official Public Records of the County and indexed under the name, SJH.

5.2 County accepts and approves the condition of title to the SJH County Right-of-Way Lands as set forth in the Summary of Title attached hereto as Exhibit G SJH warrants that it will not take any action with respect to the SJH County Right-of-Way Lands which would adversely affect title until the

earlier of (i) conveyance to the County or (ii) termination of the Agreement. SJH shall provide Certificates of Title from American Title Insurance Company (a) coincident with the commencement of legal proceedings to vacate the County Interchange Lands and (b) immediately prior to the public hearing at which the County Interchange Lands may be vacated, and County reserves the ability to object to any new matters adversely affecting title to the SJH County Right-of-Way Lands appearing of record. In the event that there exist any new matters of record adversely affecting title to the SJH County Right-of-Way Lands, County shall indicate its approval or rejection of such new matters and SJH shall thereupon have a period of thirty (30) days in which to remedy such objectionable title condition to the satisfaction of County or, if SJH is unable to correct such matters, County shall be entitled to cure such new matters by condemnation or otherwise and SJH shall pay the cost and expense thereof or County may discontinue the road vacation proceedings and terminate this Agreement. SJH shall bear the cost of obtaining any updated Certificate of Title.

6.0 Survey of Affected Parcels. The various parcels subject to conveyance or vacation pursuant to this Agreement are shown on Right of Way Map, WPI No. 2148227, dated September 15, 1989, prepared by Northeast Florida Surveyors, Inc. (the "Surveys"). ^

7.0 Expenses of Road Vacation and Parcel Transfers. SJH shall be responsible for all costs and expenses of vacation of the County Interchange Lands, conveyance of the SJH Interchange Lands and Parcel IV and Parcel V to FDOT, and conveyance of the SJH County Right-of-Way Lands to County, including SJH's attorneys' fees, recording costs and documentary stamp taxes, if any, due upon such conveyances, and for all filing fees, costs and expenses of roadway vacation customarily paid by a petitioner for vacation. County will be responsible for the cost and expense of its attorneys other than as incurred to cure new title matters adversely affecting title as set forth in paragraph 5.2 which shall be paid by SJH and for costs incidental to the transactions contemplated in this Agreement that customarily are paid by County.

8.0 SJH's Representations. SJH represents to County that SJH is a Florida limited partnership, duly organized, validly existing and in good standing under the laws of the State of Florida, that SJH is the owner in fee simple of the SJH Interchange Lands and the SJH County Right-of-Way Lands, and that SJH has full power and authority to enter into this Agreement and to carry out the undertakings of SJH as set forth herein.

9.0 County's Representations. County represents to SJH that County has full power and authority to enter into this Agreement and to carry out the undertakings of County as set forth herein.

10.0 Casualty. SJH shall bear the entire risk of loss of the SJH County Right-of-Way Lands occurring prior to the transfer of such lands to County, and County shall bear the entire risk of loss of the County Interchange Lands occurring prior to the vacation of such lands in accordance with this Agreement.

11.0 Default and Remedies. If either party shall default in its duties or obligations as set forth herein and such default is not cured within ten (10) days following notice of such default from the nondefaulting party to the defaulting party, the nondefaulting party shall be entitled to maintain an action for specific performance against the defaulting party. The parties acknowledge that, other than as provided in paragraph 5.2, the foregoing remedy of specific performance is the sole and exclusive remedy available in the event of a default hereunder, and the parties hereby waive all other remedies that may be available to them at law or in equity.

12.0 Notices. For purposes of this Agreement, all notices provided herein shall be sent certified mail, return receipt requested, or by hand delivery, to the addresses referenced below:

If to County:		County Administrator P. O. Drawer 349 St. Augustine, Florida 32085
If to SJH:	^	SJH Partnership, Ltd. c/o James E. Davidson, Jr. Davidson Development, Inc. 4651 Salisbury Road, Suite 250 Jacksonville, Florida 32256
With copy to:		William H. Stubblefield, Esq. St. Johns Harbour, Inc. 3797 New Getwell Road Memphis, Tennessee 38118
and:		M. Lynn Pappas, Esq. Pappas & Metcalf, P.A. 3301 Independent Square Jacksonville, Florida 32202

13.0 Assignment. This Agreement may be assigned by SJH to a successor owner/developer of the SJH Interchange Lands and the SJH County Right-of-Way Lands, provided that as a condition to the effectiveness of such assignment, such assignee shall specifically assume and agree to perform the obligations of SJH as set forth herein.

14.0 Effect of this Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter; and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be waived unless such waiver is set forth in writing signed by the party to be charged; and this Agreement otherwise may be modified or amended only by a written instrument signed by both SJH and County.

15.0 No Third Party Beneficiaries. This Agreement is an agreement entered into solely between SJH and County. Nothing contained in this Agreement shall be construed to make SJH liable to any other parties for demands or claims accruing to said parties on account of County, and it is expressly understood and agreed that there are no contractual relationships either express or implied by virtue of this Agreement between SJH and any other parties, nor shall a third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or of any terms, conditions or provisions hereof on account of any action taken by SJH pursuant to the terms of this Agreement.

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

17.0 Interpretation. This Agreement shall be interpreted, construed, applied and enforced according to the laws of the State of Florida. All captions and headings appearing are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement.

18.0 Time of the Essence. It is the intention of the parties hereto that time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, SJH and County have executed this Agreement as of the date first above written.

SJH:

SJH PARTNERSHIP, LTD., a
Florida limited partnership

WITNESSES:

By: St. Johns Harbour, Inc.,
a Florida corporation

By: _____
Louis Baioni, President

[Corporate Seal]

COUNTY:

ST. JOHNS COUNTY, FLORIDA

[OFFICIAL SEAL]

By: ITS BOARD OF COUNTY
COMMISSIONERS

Attest: _____
Its Clerk

By: _____
Its Chairman

LIST OF EXHIBITS:

- A - Description of SJH Interchange Lands
- B - Description of County Interchange Lands
- C - Description of SJH County Right-of-Way Lands
- D - Description of Tract IV
- E - Description of Tract V
- F - Form of Escrow Agreement
- G - Summary of Title

SJH8

EXHIBIT A TO OPTION AGREEMENT
DESCRIPTION OF SJH INTERCHANGE LANDS

PARCEL 100, PART "A"

A PART OF SECTION 11, TOGETHER WITH A PART OF GOVERNMENT LOTS 2 AND 3, SECTION 14, TOGETHER WITH A PART OF SECTION 10, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND ALONG THE CENTERLINE OF NINE MILE ROAD, COUNTY ROAD S13A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2603.77 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°32'10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 354.95 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 89°32'10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 205.04 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1195.92 FEET AND A CENTRAL ANGLE OF 27°02'30"; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 564.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°00'55" WEST AND A CHORD DISTANCE OF 559.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°29'40" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 316.13 FEET; THENCE SOUTH 65°00'23" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 650.97 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3535.33 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 28°21'52" EAST, A DISTANCE OF 1695.35 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF 28°47'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 528.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°45'46" EAST AND A CHORD DISTANCE OF 523.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°09'40" EAST, A DISTANCE OF 1048.98 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 706.00 FEET AND A CENTRAL ANGLE OF 38°37'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 475.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°28'12" EAST AND A CHORD DISTANCE OF 466.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°13'16" EAST, A DISTANCE OF 259.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 3948.72 FEET AND A CENTRAL ANGLE OF 06°36'14"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 455.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°14'03" EAST AND A CHORD DISTANCE OF 454.87 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°32'10" EAST, A DISTANCE OF 399.83 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.327 ACRES MORE OR LESS.

PARCEL 100, PART "B"

A PART OF LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1, 2 AND 3, SECTION 14, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF NINE MILE ROAD, COUNTY ROAD S13A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2603.77 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°27'50" EAST, A DISTANCE OF 96.00 FEET; THENCE SOUTH 89°32'10" WEST, A DISTANCE OF 399.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3690.72 FEET AND A CENTRAL ANGLE OF 06°29'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 417.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°17'36" WEST AND A CHORD DISTANCE OF 417.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 78°06'12" WEST, A DISTANCE OF 210.20 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 70°21'11" THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 412.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°55'36" WEST AND A CHORD DISTANCE OF 387.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°45'01" WEST, A DISTANCE OF 682.79 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF 32°18'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 593.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°23'59" EAST AND A CHORD DISTANCE OF 585.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°32'59" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 676.83 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NINE MILE ROAD, A DISTANCE OF 1922.57 FEET; THENCE NORTH 59°47'52" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 650.52 FEET; THENCE NORTH 62°24'17" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1093.00 AND A CENTRAL ANGLE OF 27°04'45"; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 516.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°59'48" EAST AND A CHORD DISTANCE OF 511.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.95 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 354.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.572 ACRES MORE OR LESS.

PARCEL 100, PART "C"

A PART OF LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1979.04 FEET; THENCE SOUTH 62°27'01" WEST, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD AND THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 AND A CENTRAL ANGLE OF 11°49'18"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 217.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°14'17" WEST AND A CHORD DISTANCE OF 216.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°08'56" WEST, A DISTANCE OF 855.81 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 24°48'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°33'01" WEST AND A CHORD DISTANCE OF 144.31 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FRANCIS ROAD; THENCE NORTH 64°13'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 522.39 FEET; THENCE SOUTH 71°40'35" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRANCIS ROAD, A DISTANCE OF 118.36 FEET; THENCE SOUTH 27°32'59" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID FRANCIS ROAD, A DISTANCE OF 100.60 FEET; THENCE NORTH 62°27'01" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 27°32'59" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 837.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.476 ACRES MORE OR LESS.

PARCEL 100, PART "D"

A PART OF LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 861.62 FEET; THENCE SOUTH 64°11'48" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE 651.81 FEET; THENCE SOUTH 62°26'19" WEST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1075.11 FEET AND A CENTRAL ANGLE OF 04°16'26" THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°18'07" WEST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73°03'50" EAST, A DISTANCE OF 73.03 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 31°55'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°53'30" WEST AND A CHORD DISTANCE OF 184.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°55'55" WEST, A DISTANCE OF 200.39 FEET; THENCE SOUTH 44°27'56" WEST, A DISTANCE OF 294.37 FEET; THENCE NORTH 45°30'06" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 49.00 FEET; THENCE NORTH 44°29'54" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.42 FEET; THENCE SOUTH 45°30'06" EAST, A DISTANCE OF 27.00 FEET; THENCE NORTH 44°29'54" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 204.46 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1075.11 FEET AND A CENTRAL ANGLE OF 13°39'59"; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 256.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°19'57" EAST AND A CHORD DISTANCE OF 255.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.499 ACRES MORE OR LESS.

PARCEL 100, PART "E"

A PART OF SECTION 10, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, TOGETHER WITH ALL OF SECTION 11, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, TOGETHER WITH ALL OF SECTION 14, LYING WEST OF INTERSTATE 95, TOGETHER WITH A PART OF SECTION 15, TOGETHER WITH A PART OF LOTS 1 AND 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, LYING NORTHWEST OF NINE MILE ROAD, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 701.62 FEET; THENCE SOUTH 60°09'09" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 752.14 FEET; THENCE SOUTH 62°26'19" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1185.11 FEET AND A CENTRAL ANGLE OF 17°56'25"; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 371.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°28'07" WEST AND A CHORD DISTANCE OF 369.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.46 FEET; THENCE SOUTH 45°30'06" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.42 FEET; THENCE NORTH 45°30'06" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 143.00 FEET; THENCE NORTH 44°29'54" EAST, A DISTANCE OF 362.79 FEET; THENCE NORTH 41°20'46" EAST, A DISTANCE OF 224.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 35°44'59"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°28'17" EAST AND A CHORD DISTANCE OF 206.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 05°35'47" EAST, A DISTANCE OF 1120.99 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF 30°08'46"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°28'36" WEST AND A CHORD DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°32'59" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 676.83 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 1670.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.653 ACRES MORE OR LESS.

TRACT I

PART OF NINE MILE ROAD, TO BE CONVEYED BY ST. JOHNS COUNTY, FLORIDA, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

A PART OF GOVERNMENT LOTS 1, 2 AND 3, SECTION 14, TOGETHER WITH A PART OF SECTION 11, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND ALONG THE CENTERLINE OF NINE MILE ROAD, COUNTY ROAD S13A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2603.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD; THENCE SOUTH 89°32'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 354.95 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 89°32'10" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 204.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1093.00 FEET AND A CENTRAL ANGLE OF 27°04'45"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, AN ARC DISTANCE OF 516.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°59'48" WEST AND A CHORD DISTANCE OF 511.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 62°24'17" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.24 FEET; THENCE SOUTH 59°47'52" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.52 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD, A DISTANCE OF 160.00 FEET; THENCE NORTH 65°00'23" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.97 FEET; THENCE NORTH 62°29'40" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 316.13 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1195.92 FEET AND A CENTRAL ANGLE OF 27°02'30"; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 564.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°00'55" EAST AND A CHORD DISTANCE OF 559.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 205.04 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 354.95 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.929 ACRES MORE OR LESS.

TRACT II

PART OF NINE MILE ROAD TO BE CONVEYED BY ST. JOHNS COUNTY, FLORIDA TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

A PART OF LOTS 1 AND 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH $89^{\circ}32'10''$ EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH $27^{\circ}32'59''$ EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 701.62 FEET, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH $27^{\circ}32'59''$ EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 160.00 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD; THENCE SOUTH $64^{\circ}11'48''$ WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 651.81 FEET; THENCE SOUTH $62^{\circ}26'19''$ WEST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1075.11 FEET AND A CENTRAL ANGLE OF $17^{\circ}56'25''$; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 336.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $53^{\circ}28'07''$ WEST AND A CHORD DISTANCE OF 335.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $44^{\circ}29'54''$ WEST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.46 FEET; THENCE NORTH $45^{\circ}30'06''$ WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH $44^{\circ}29'54''$ WEST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.42 FEET; THENCE NORTH $45^{\circ}30'06''$ WEST, A DISTANCE OF 66.00 FEET TO POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD; THENCE NORTH $44^{\circ}29'54''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.42 FEET; THENCE NORTH $45^{\circ}30'06''$ WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH $44^{\circ}29'54''$ EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.46 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1185.11 FEET AND A CENTRAL ANGLE OF $17^{\circ}56'25''$; THENCE NORTHEASTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 371.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $53^{\circ}28'07''$ EAST AND A CHORD DISTANCE OF 369.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $62^{\circ}26'19''$ EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.32 FEET; THENCE NORTH $60^{\circ}09'09''$ EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 752.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.021 ACRES MORE OR LESS.

TRACT III

FRANCIS ROAD COUNTY CONVEYING IT TO FDOT

A PART OF LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A, (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 861.62 FEET, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTH 27°32'59" EAST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 3136.70 FEET; THENCE NORTH 28°21'52" WEST, A DISTANCE OF 1695.79 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF 17°57'46"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 329.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°20'45" WEST AND A CHORD DISTANCE OF 328.44 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 837.38 FEET; THENCE SOUTH 62°27'01" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 100.60 FEET; THENCE NORTH 71°40'35" WEST ALONG SAID RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 118.36 FEET; THENCE SOUTH 64°13'00" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FRANCIS ROAD, A DISTANCE OF 569.35 FEET; THENCE NORTH 73°03'50" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID FRANCIS ROAD, A DISTANCE OF 133.82 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1075.11 FEET AND A CENTRAL ANGLE OF 04°16'26"; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°18'07" EAST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°26'19" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE 115.32 FEET; THENCE NORTH 64°11'48" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 651.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.652 ACRES MORE OR LESS.

EXHIBIT C TO OPTION AGREEMENT
DESCRIPTION OF SJH COUNTY
RIGHT-OF-WAY LANDS

PARCEL 101, PART "A"

A PART OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND ALONG THE CENTERLINE OF NINE MILE ROAD, COUNTY ROAD S13A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1915.72 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°32'10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 688.05 FEET; THENCE NORTH 00°27'50" WEST, A DISTANCE OF 96.00 FEET; THENCE NORTH 89°11'12" EAST, A DISTANCE OF 165.01 FEET; THENCE SOUTH 79°57'27" EAST, A DISTANCE OF 531.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.947 ACRES MORE OR LESS.

PARCEL 101, PART "B"

A PART OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 89°32'10" WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF NINE MILE ROAD, COUNTY ROAD S13A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1820.67 FEET; THENCE SOUTH 00°27'50" EAST, A DISTANCE OF 33.00 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NINE MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 71°47'29" WEST, A DISTANCE OF 314.99 FEET; THENCE SOUTH 89°32'10" WEST, A DISTANCE OF 483.10 FEET; THENCE NORTH 00°27'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 96.00 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 783.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.395 ACRES MORE OR LESS.

PARCEL 101, PART "C"

A PART OF LOTS 1 AND 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3998.32 FEET; THENCE SOUTH 61°09'26" WEST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 28°21'52" WEST, A DISTANCE OF 1696.46 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 971.92 FEET AND A CENTRAL ANGLE OF 29°47'04"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 505.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°15'24" WEST AND A CHORD DISTANCE OF 499.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°08'56" WEST, A DISTANCE OF 855.02 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 256.00 FEET AND A CENTRAL ANGLE OF 77°21'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 345.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°10'29" WEST AND A CHORD DISTANCE OF 319.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°29'54" WEST, A DISTANCE OF 668.45 FEET; THENCE NORTH 45°30'06" WEST, A DISTANCE OF 141.00 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 44°29'54" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 193.99 FEET; THENCE SOUTH 45°30'06" EAST, A DISTANCE OF 49.00 FEET; THENCE NORTH 44°27'56" EAST, A DISTANCE OF 294.37 FEET; THENCE NORTH 47°55'55" EAST, A DISTANCE OF 200.39 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 31°55'10"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°53'30" EAST AND A CHORD DISTANCE OF 184.77 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 73°03'50" EAST, A DISTANCE OF 60.79 FEET; THENCE NORTH 64°13'00" EAST, A DISTANCE OF 46.96 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 24°48'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°33'01" EAST AND A CHORD DISTANCE OF 144.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°08'56" EAST, A DISTANCE OF 855.81 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF 11°49'20"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 217.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°14'17" EAST AND A CHORD DISTANCE OF 216.65 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 2021.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.052 ACRES MORE OR LESS.

PARCEL 101, PART "D"

A PART OF LOT 2 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 701.62 FEET; THENCE SOUTH 60°09'09" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 752.14 FEET; THENCE SOUTH 62°26'19" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.32 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1185.11 FEET AND A CENTRAL ANGLE OF 17°56'25"; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 371.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°28'07" WEST AND A CHORD DISTANCE OF 369.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.46 FEET; THENCE SOUTH 45°30'06" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 44°29'54" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1766.56 FEET; THENCE NORTH 38°32'18" EAST, A DISTANCE OF 1377.15 FEET; THENCE NORTH 44°29'54" EAST, A DISTANCE OF 396.86 FEET; THENCE SOUTH 45°30'06" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.551 ACRES MORE OR LESS.

EXHIBIT D TO OPTION AGREEMENT
DESCRIPTION OF TRACT IV

TRACT IV

PART OF THE SOUTHWEST QUADRANT
PART OF FRANCIS ROAD TO BE CONVEYED TO ST. JOHNS COUNTY

A PART OF LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH $89^{\circ}32'10''$ EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, STATE ROAD NO. 9 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH $27^{\circ}32'59''$ EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 3998.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH $28^{\circ}21'52''$ WEST, A DISTANCE OF 1695.79 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1051.92 FEET AND A CENTRAL ANGLE OF $17^{\circ}57'46''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 329.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $37^{\circ}20'45''$ WEST AND A CHORD DISTANCE OF 328.44 FEET TO A POINT; THENCE NORTH $62^{\circ}27'01''$ EAST, A DISTANCE OF 48.72 FEET; THENCE SOUTH $30^{\circ}56'50''$ EAST, A DISTANCE OF 324.22 FEET; THENCE SOUTH $27^{\circ}57'26''$ EAST, A DISTANCE OF 1695.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.395 ACRES MORE OR LESS.

EXHIBIT E TO OPTION AGREEMENT
DESCRIPTION OF TRACT V

TRACT V

PART OF FRANCIS ROAD AND NINE MILE ROAD TO BE CONVEYED TO ST. JOHNS COUNTY, FLORIDA.

A PART OF FRANCIS ROAD TOGETHER WITH A PART OF NINE MILE ROAD, COUNTY ROAD NO. S13A, ALL LYING IN LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 14 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°32'10" EAST ALONG THE NORTH LINE OF SAID SECTION 14 TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 128.63 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, COUNTY ROAD S13A (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 861.62 FEET; THENCE SOUTH 64°11'48" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD, A DISTANCE OF 637.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°02'55" WEST, A DISTANCE OF 118.83 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 17°11'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°27'00" WEST AND A CHORD DISTANCE OF 100.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 10°08'55" WEST, A DISTANCE OF 86.21 FEET; THENCE NORTH 77°23'44" EAST, A DISTANCE OF 74.74 FEET; THENCE NORTH 61°34'24" EAST, A DISTANCE OF 66.85 FEET; THENCE SOUTH 07°02'55" WEST, A DISTANCE OF 12.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.264 ACRES MORE OR LESS.

Draft #3
4/8/91

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered this ____ day of _____, 1991, by and among ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), SJH PARTNERSHIP, LTD., a Florida limited partnership ("SJH"), and _____ ("Escrow Agent").

R E C I T A L S:

A. County and SJH have entered into an Option Agreement Re: Roadway Vacation and Conveyance, dated effective _____, 1991 (the "Option Agreement"), the terms of which govern the proceedings to vacate portions of certain streets, alleyways and roads by County upon certain conditions being met by SJH, and govern the subsequent conveyance of certain lands by SJH to County as described on attached Exhibit A (the "SJH County Right-of-Way Lands) for the purpose of providing right-of-ways for the future relocation of the portions of streets, alleyways and roads as are vacated by County in accordance with the Option Agreement.

B. The Option Agreement provides that SJH shall convey the SJH County Right-of-Way Land to County upon County's vacation or conveyance of portions of certain streets, alleyways and roads described as the County Interchange Lands and Tract IV in the Option Agreement.

C. As assurance to County that SJH will convey the SJH County Right-of-Way Lands to County, the Option Agreement provides that SJH shall execute the Deed of the SJH County Right-of-Way Lands to County and place such Deed into escrow with Escrow Agent, to be held in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SJH and County hereby appoint Escrow Agent, and Escrow Agent, by its execution hereof, agrees to act as Escrow Agent pursuant to the terms and conditions set forth in this Agreement.

2. SJH has concurrently with execution hereof, deposited into escrow with Escrow Agent, a Deed executed by SJH in recordable form conveying the SJH County Right-of-Way Lands to County, such Deed to be held and delivered to County or returned to SJH, as the case may be, in accordance with the terms and conditions of this Agreement.

* attend the public hearing at which the County Right of Way
Lines may be vacated, and immediately upon completion
of the transactions described in paragraph 2.0 of the Option
Agreement and * the passage of the County Resolution described

3. Escrow Agent shall deliver the Deed to County within
~~five (5) days following Escrow Agent's receipt of written~~
confirmation signed by County that County has vacated the County
Interchange Lands and conveyed Tract IV to FDOT. County
acknowledges and agrees that it shall be entitled to deliver
such confirmation to Escrow Agent only following final adoption
by the Board of County Commissioners of a Resolution vacating,
abandoning, discontinuing and closing, and renouncing and
disclaiming any right of County and the public in and to, the
County Interchange Lands, and execution of a County Deed in form
specified by Section 125.411, Florida Statutes, conveying Tract
IV to FDOT ~~and releasing any County reservation of rights to~~
~~oil, gas or minerals underlying Tract D.~~

4. ~~Escrow Agent shall return the unrecorded Deed to SJH~~
within ~~five (5) days after~~ the first to occur of the following
(a) ~~120 days of delivery of the Deed to Escrow Agent~~, ~~if County has not delivered its~~
~~written confirmation to Escrow Agent in accordance with~~
~~paragraph 3 above;~~ or (b) Escrow Agent's receipt of written
notice signed by both County and SJH that the Option Agreement
has been terminated.

5. SJH agrees that it will pay any fee charged by Escrow
Agent and will reimburse Escrow Agent upon demand for all
expenses of Escrow Agent incurred in fulfilling its
responsibilities under this Agreement, and reasonable fees and
costs incurred in any litigation or dispute resolution whether
at trial or on appeal, that Escrow Agent may incur in connection
with the execution, performance and enforcement of Escrow
Agent's duties under this Agreement. Escrow Agent shall not be
responsible for inquiring into or resolving any controversy
between SJH and County. Escrow Agent shall not be required to
verify any statements of fact or recitals contained in any
certificate or other instructions delivered to Escrow Agent, but
Escrow Agent, in the absence of bad faith, shall be entitled to
rely conclusively on all such statements and instructions, and
recitals contained within such written documents.

6. Escrow Agent shall be under no obligation to institute
any action, suit or legal proceeding or to take any other action
likely to involve expense unless SJH and/or County shall furnish
Escrow Agent with reasonable security and indemnity for any
costs and expenses that may be incurred, but this provision
shall not affect the power of Escrow Agent to take such action
as Escrow Agent may consider proper whether with or without any
such security or indemnity. In the event of a dispute as to the
disposition of the Deed, Escrow Agent is authorized to commence
an action in the nature of an interpleader and deliver the Deed
into the custody of a court of competent jurisdiction for
determination of disposition. Upon making such delivery, the
responsibility of Escrow Agent as to the Deed and this Agreement
shall cease.

in paragraph 5.1 of said Option Agreement the Escrow Agent shall
deliver the Deed to the County.

7. This Agreement shall remain in full force and effect until such time as the Deed is delivered to County in accordance with paragraph 3 above, or is returned to SJH in accordance with paragraph 4 above, and upon such delivery or return, as the case may be, this Agreement shall terminate automatically. Escrow Agent shall be then authorized to record a termination of this Agreement in the public records of the County.

8. SJH indemnifies and agrees to hold and save Escrow Agent harmless from and against all loss, damages, costs, and charges that Escrow Agent may sustain as a result of acting in accordance with this Agreement. This indemnity shall not be effective as to any loss, damages, costs or charges sustained by Escrow Agent as a result of its own gross negligence, recklessness or willful misconduct.

9. The provisions of this instrument shall be binding upon SJH, County and Escrow Agent and their respective legal representatives, successors and assigns. If any party shall default under any of the terms and conditions of this Agreement, the non-defaulting party shall be entitled to all remedies available at law or in equity including the remedy of specific performance.

IN WITNESS WHEREOF, SJH, County and Escrow Agent have executed this Agreement on the day and year first above written.

SJH:

SJH PARTNERSHIP, LTD., a Florida
limited partnership

By: St. Johns Harbour, Inc.,
General Partner

By: _____
Louis Baioni, President

[Corporate Seal]

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: _____
Deputy Clerk

ESCROW AGENT:

STATE OF)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1991, by Louis Baioni, the President of St. Johns Harbour, Inc., general partner of SJH Partnership, Ltd., a Florida limited partnership, on behalf of the partnership.

NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires:

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

The foregoing instrument was acknowledged before me this ____ day of _____, 1991, by _____, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board.

NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires:

STATE OF FLORIDA)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1991, by _____, as Escrow Agent.

NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires:

SJH28

4/8/91

EXHIBIT G TO OPTION AGREEMENT

SUMMARY OF TITLE

I-95/Nine Mile Road Interchange

**List and Summary of Documents affecting
SJH County Right of Way Land**

1. Reservations in Deed recorded at Official Records Book 667, page 114, public records of St. Johns County, Florida.

Reservation of subsurface oil and hydrocarbon rights lying 500 feet below surface, with no right of surface entry.
2. Mortgage recorded at Official Records Book 791, page 1300, public records of St. Johns County, Florida, which will be released as to SJH County Right of Way Land prior to County vacating the County Interchange Lands.
3. Restrictions in Deed recorded at Official Records Book 814, page 1420, public records of St. Johns County, Florida.

Restricts use of land to construction and use as highway interchange with associated improvements, including perimeter access roads.
4. Mortgage recorded at Official Records Book 814, page 1423, public records of St. Johns County, Florida, which will be released as to SJH County Right of Way Land prior to County vacating the County Interchange Lands.
5. Restrictions in Deed recorded at Official Records Book 819, page 1538, public records of St. Johns County, Florida.

Restricts use of land to construction and use as highway interchange with associated improvements, including perimeter access roads; contains continuing maintenance and landscaping requirement.

6. Access Easement recorded at Official Records Book 837, page 825, public records of St. Johns County, Florida.

Provides adjacent landowner with right of access to property over existing timber roads; easement provides for automatic termination upon dedication to public use, such as conveyance to County

7. Access Easement recorded at Official Records Book 837, page 834, public records of St. Johns County, Florida.

Provides adjacent landowner with right of access to property over existing timber roads; easement provides for automatic termination upon dedication to public use, such as conveyance to County

8. Provisions of unrecorded Real Estate Purchase Agreement dated January 17, 1989, between Nine Mile Gang, as seller, and St. Johns Harbour, Inc., as purchaser.

Contains provisions requiring reconveyance to seller if construction of interchange and perimeter access road is not commenced by March 8, 1994. Provision terminates automatically upon commencement of interchange construction.

9. Provisions of unrecorded Real Estate Purchase Agreement dated March 20, 1989, between Charles Cedric Wolfe and Helen Wolfe Ross, as trustees of the Virgie P. Wolfe 1989 Trust, as seller, and St. Johns Harbour, Inc., as purchaser.

Contains provisions requiring reconveyance to seller if construction of interchange is not commenced by March 20, 1992. Provision terminates automatically upon commencement of interchange construction.