

RESOLUTION NO. 99- 142

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, PERTAINING TO A DONATION OF PROPERTY AND ACCESS EASEMENT FROM DDI, INC. TO THE COUNTY FOR A NORTHEAST RECREATION PARK.

WHEREAS, DDI, Inc. has offered to donate 138 acres of property to St. Johns County for a Northeast Recreation Park to be located on SR 210 west of the Intracoastal Waterway, as more particularly described in the Special Warranty Deed attached hereto as Exhibit "A", and has also offered to donate to the County the Grant of Easement for Access, attached hereto as Exhibit "B"; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to accept the Special Warranty Deed and the Grant of Easement on the terms set forth therein.

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

Section 1. The forms of the Special Warranty Deed and the Grant of Easement attached hereto are approved and, upon delivery of the executed documents by DDI, Inc., the County officials identified thereon are hereby directed to execute and accept said documents on the County's behalf.

Section 2. The Clerk is instructed to then record the Special Warranty Deed and the Grant of Easement in the Official Record Books of St. Johns County, Florida.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 28 day of September, 1999.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia DeGrasse  
Deputy Clerk

Effective Date: September 28, 1999



THIS DOCUMENT PREPARED  
BY AND RETURN TO:

ROBERT A. LEAPLEY, ESQUIRE  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET, SUITE 1400  
JACKSONVILLE, FLORIDA 32202-4327

### SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** is made and executed as of the 15th day of September, 1999, by **D.D.I., INC.**, a Florida corporation (hereinafter called "Grantor"), to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter called "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095-0349.

#### **WITNESSETH:**

That in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee, its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Special Warranty Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the restrictions, easements, agreements, reservations and other matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions").

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions as set forth on Exhibit "B") and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to matters set forth on Exhibit "B") but against none other. By acceptance and execution of this Special Warranty Deed, Grantee hereby agrees to the following terms and provisions which the Grantee acknowledges are reasonable terms and provisions governing the Grantee's use of the Property and constitutes part of the consideration for Grantor to convey the Property to Grantee.

1. Use Restrictions. Grantee acknowledges and agrees that the Property shall be used solely for the following park uses and related improvements (collectively, the "Use Restrictions"):

- (i) athletic fields and facilities, including but not limited to soccer fields, football fields, baseball/softball fields, athletic and instructional facilities and appropriate spectator areas;
- (ii) recreational and park purposes, including, but not limited to, nature trails, an outdoor amphitheater, park pavilions, picnic areas, playground/recreational areas, basketball and tennis courts and the like; and
- (iii) infrastructure improvements related to the use of the property for the park uses described herein, including, but not limited to, parking areas, an entrance road, internal roadways, utility improvements, fencing, lighting, concession areas, restrooms, locker rooms, stormwater management facilities, and water, sewer and electrical systems adequate to provide appropriate water, sewer and electric service to the Property and the improvements located thereon.

All of the above described allowed park uses and related improvements within the Property as set forth in Section 1 (i) - (iii) above are collectively, referred to herein as the "Park Uses". Any use of the Property other than for the Park Uses specifically described in this Section 1 is expressly prohibited by the terms of this Special Warranty Deed, and Grantor shall have all of the remedies provided in Section 5 to limit the use of the Property to the Park Uses and enforce the provisions of this Section.

2. Restrictions Running with Property and Termination. The Use Restrictions shall run with the title to the Property and shall be binding upon the Grantee and its successors and assigns for an initial period of twenty-five (25) years from the date of this Special Warranty Deed and shall be automatically renewed for successive twenty-five year periods unless otherwise terminated in writing by Grantor, or its successors or assigns, as evidenced by a recorded termination executed by Grantor and recorded in the public records of St. Johns County, Florida.

3. Successors, Assigns and Further Assurances. The Use Restrictions shall run with the land and shall bind and inure to the benefit of Grantee, Grantor and its respective successors and assigns, each of whom shall execute and deliver such further instruments and take such other actions, whether before, at or after closing of the conveyance of the Property, as any of them may hereinafter request of the other in order to evidence the status of the Use Restrictions or to fully implement the terms thereof.

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

To Grantee: St. Johns County, Florida  
Attention: Real Estate/Development Services Department  
4020 Lewis Speedway  
St. Augustine, Florida 32095-0349  
Telefax: (904) 823-2498

To Grantor: D.D.I., Inc.  
4310 Pablo Oaks Court  
Jacksonville, Florida 32224  
Attention: Harry D. Francis, Vice President  
Telefax: (904) 223-7499

Copy to: Pappas Metcalf Jenks Miller & Reinsch, P.A.  
200 West Forsyth Street, Suite 1400  
Jacksonville, Florida 32202  
Attention: Robert A. Leapley, Esquire  
Telefax: (904) 353-5217

5. Remedies for Default. The Use Restrictions constitute restrictions running with title to the Property. To the extent that any party bound shall breach or violate the Use Restrictions the Grantor shall be entitled to exercise all remedies available in law or in equity (including obtaining injunctive relief) to enforce the Use Restrictions, recognizing that damages may be an inadequate remedy for breach or violation of the Use Restrictions.

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

7. Modification of Use Restrictions. Grantor, and its successors and assigns, may, without the joinder of Grantee or any other party, waive or cancel any of the Use Restrictions or provisions set forth in whole or in part at any time or from time to time as evidenced by a written waiver or cancellation executed by Grantor and recorded in the public records of St. Johns County, Florida.

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

Signed, sealed and delivered  
in the presence of:

**"GRANTOR"**

**D.D.I., INC.**, a Florida corporation

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

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

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

[CORPORATE SEAL]

STATE OF FLORIDA        }  
                                  }SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 1999, by Harry D. Francis, as Vice President of **D.D.I., INC.**, a Florida corporation, on behalf of the corporation.

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

Personally Known \_\_\_\_\_  
Or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

**"GRANTEE"**

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

By: \_\_\_\_\_  
Marc A. Jacalone  
Its Chairman

ATTEST:

\_\_\_\_\_  
Cherly Strickland  
Its Clerk

**EXHIBIT A**

A PART OF SECTION 55 AND 61, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 55; THENCE SOUTH  $00^{\circ}56'45''$  EAST, ALONG THE WESTERLY LINE OF SAID SECTION 55, A DISTANCE OF 2155.08 FEET TO THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1097 PAGE 1079 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH  $55^{\circ}20'24''$  EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 642.72 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE SOUTH  $14^{\circ}07'52''$  EAST, ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 4004.44 FEET; THENCE EASTERLY THE FOLLOWING FIVE COURSES (LYING NORTHERLY OF AN EXISTING TRAIL ROAD); NORTH  $69^{\circ}48'25''$  EAST A DISTANCE OF 243.38 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 900.00 FEET; NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, CHORD BEARING OF NORTH  $47^{\circ}02'27''$  EAST AND A CHORD DISTANCE OF 696.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NORTH  $24^{\circ}16'29''$  EAST A DISTANCE OF 151.93 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH  $52^{\circ}14'27''$  EAST AND A CHORD DISTANCE OF 187.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND NORTH  $80^{\circ}12'24''$  EAST A DISTANCE OF 300.48 FEET; THENCE NORTH  $12^{\circ}24'56''$  WEST A DISTANCE OF 2308.87 FEET; THENCE NORTH  $62^{\circ}03'30''$  EAST A DISTANCE OF 629.87 FEET; THENCE NORTH  $38^{\circ}30'32''$  WEST A DISTANCE OF 824.85 FEET; THENCE NORTH  $75^{\circ}52'33''$  WEST A DISTANCE OF 1145.75 FEET; THENCE SOUTH  $55^{\circ}20'24''$  WEST A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**

**[Permitted Exceptions]**

1. All easements, covenants, restrictions and other matters affecting the Property and recorded in the public records of St. Johns County, Florida, as of the date hereof, none of which shall be reimposed by this Exhibit "B".
2. Lien of taxes for the year 1999 and subsequent years.

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

ROBERT A. LEAPLEY, ESQUIRE  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET, SUITE 1400  
JACKSONVILLE, FLORIDA 32202-4327

## GRANT OF EASEMENT

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

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

1. Use of Easement Parcel.

The easement and right-of-way hereby granted shall be and exist for the purpose of providing to Grantee, its authorized agents, employees, guests, invitees and licensees, including, without limitation, a way of passage, on or by foot and vehicle, over, across, under and through the Easement Parcel for the purposes of providing ingress and egress to and from the Benefitted Property, and for the construction, installation and maintenance of roadways, signage, utilities and stormwater drainage improvements over, across, under and through the Easement Parcel for the benefit of the Benefitted Property. The easement shall not include the right to park upon the Easement Parcel.

2. Reserved Rights.

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

00030202.WPD.6

EXHIBIT B

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

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

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

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

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

3. **Indemnification and Hold Harmless.**

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

4. **Dedication and Relocation.**

At such time as the Easement Parcel shall be hereafter dedicated to St. Johns County, Florida, or otherwise acquired by the public, the preceding provisions of this Grant of Easement shall be of no further force or effect and the easement granted to Grantee pursuant to the terms hereof shall

terminate automatically and be of no further force or effect. Grantee agrees to cooperate in any requested dedication of the Easement Parcel by Grantor and agrees that, within five (5) days after receiving written request, it will join in any dedication of the Easement Parcel to St. Johns County, Florida, or other governmental body or agency having jurisdiction over dedication of the Easement Parcel. Notwithstanding the foregoing, Grantor shall have the sole and absolute right at any time, with the consent of St. Johns County, Florida, or the governing body of any municipality or other governmental body or agency then having jurisdiction over dedication of the Easement Parcel, to dedicate to the public all of the Easement Parcel. In addition, Grantor and its successors and assigns shall have the right to redesignate, reconstruct, relocate or close any other part of the Easement Parcel or the improvements located therein, at Grantor's cost and expense, without the consent or joinder of the Grantee or any other party, so long as the Grantor provides Grantee with reasonably equivalent easements for the Benefitted Property.

5. **Maintenance of Easement Parcel**

Grantee shall be solely responsible, at Grantee's sole cost and expense, for maintaining the Easement Parcel, any roadway improvements made by the Grantee to the Easement Parcel and any other improvements to the Easement Parcel made by the Grantee (collectively, the "Grantee's Improvements") in good condition and repair. If Grantee fails to maintain the Grantee's Improvements on the Easement Parcel in good condition and repair, Grantor, or its successors in title with respect to the Easement Parcel, shall be entitled to reimbursement from the Grantee of any maintenance costs incurred by Grantor to maintain the Grantee's Improvements on the Easement Parcel, provided Grantor, or its successors in title with respect to the Easement Parcel, provides the Grantee with prior written notice specifying the maintenance deficiency, including a budget setting forth the estimated cost to correct such maintenance deficiency and giving the Grantee thirty (30) days written notice to correct such specified maintenance deficiency in a quality manner. At Grantor's option, Grantor may elect to take over the maintenance of all or a portion of the Grantee's Improvements, as evidenced by the Grantor's recording of an election to take over maintenance of all or the specified portion of the Grantee's Improvements in the public records of St. Johns County, Florida. If Grantor makes roadway improvements to the Easement Parcel, Grantor shall be responsible to maintain such roadway improvements, at Grantor's sole cost and expense, unless Grantee elects to take over maintenance of the roadway portions of the Easement Parcel as evidenced by Grantee's recording of an election to take over maintenance of the roadway portions of the Easement Parcel in the public records of St. Johns County, Florida, or unless such roadway improvements are dedicated as provided in paragraph 4.

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

Prior to commencement of any improvements to the Easement Parcel or commencement of any modifications to existing improvements on the Easement Parcel, Grantee agrees to provide to Grantor detailed final plans and specifications for such improvements or modifications to the

Easement Parcel and to obtain the consent of Grantor to such plans and specifications. The Grantor shall promptly consider all such plans and specifications and shall not unreasonably withhold its consent and approval to such plans and specifications. The Grantee shall also provide to Grantor copies of final As-Built drawings showing the improvements or modifications to existing improvements constructed by Grantee within the Easement Parcel promptly after the completion of construction or modification of improvements on the Easement Parcel. The As-Builts shall be sufficient to enable the Grantor to know the nature and location of the improvements on the Easement Parcel. Any improvements which are located underground shall be shown on the As-Builts by showing their elevation by reference to commonly used monumentation, including, but not limited to, mean sea level datum. All installation, construction and modification of improvements on the Easement Parcel shall be done in a good and workmanlike manner consistent with the plans and specifications approved by Grantor. Any roadway improvements constructed by the Grantee upon the Easement Parcel shall be designed and constructed in accordance with the St. Johns County requirements for a dedicated local road.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Grant of Easement to be executed by their undersigned, duly authorized officers, and their corporate seals have been affixed, hereto as of the 15th day of September, 1999.

Signed, sealed and delivered  
in the presence of:

**"GRANTOR"**

**D.D.L, INC.**, a Florida corporation

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

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

Harry D. Francis  
Its: Vice President

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

"GRANTEE"

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

By: \_\_\_\_\_  
**Marc A. Jacalone**  
**Its Chairman**

**ATTEST**

\_\_\_\_\_  
**Cherly Strickland**  
**Its Clerk**

STATE OF FLORIDA        }  
                                  }SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 1999, by Harry D. Francis, as Vice President of D.D.I., INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
**NOTARY PUBLIC**  
State of Florida at Large  
Commission # \_\_\_\_\_

My Commission Expires:

Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT A**  
("Benefitted Property")

A PART OF SECTION 55 AND 61, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 55; THENCE SOUTH  $00^{\circ}56'45''$  EAST, ALONG THE WESTERLY LINE OF SAID SECTION 55, A DISTANCE OF 2155.08 FEET TO THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1097 PAGE 1079 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH  $55^{\circ}20'24''$  EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 642.72 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE SOUTH  $14^{\circ}07'52''$  EAST, ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 4004.44 FEET; THENCE EASTERLY THE FOLLOWING FIVE COURSES (LYING NORTHERLY OF AN EXISTING TRAIL ROAD); NORTH  $69^{\circ}48'25''$  EAST A DISTANCE OF 243.38 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 900.00 FEET; NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, CHORD BEARING OF NORTH  $47^{\circ}02'27''$  EAST AND A CHORD DISTANCE OF 696.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NORTH  $24^{\circ}16'29''$  EAST A DISTANCE OF 151.93 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH  $52^{\circ}14'27''$  EAST AND A CHORD DISTANCE OF 187.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND NORTH  $80^{\circ}12'24''$  EAST A DISTANCE OF 300.48 FEET; THENCE NORTH  $12^{\circ}24'56''$  WEST A DISTANCE OF 2308.87 FEET; THENCE NORTH  $62^{\circ}03'30''$  EAST A DISTANCE OF 629.87 FEET; THENCE NORTH  $38^{\circ}30'32''$  WEST A DISTANCE OF 824.85 FEET; THENCE NORTH  $75^{\circ}52'33''$  WEST A DISTANCE OF 1145.75 FEET; THENCE SOUTH  $55^{\circ}20'24''$  WEST A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
("Easement Parcel")

60 FOOT ROAD, UTILITY AND DRAINAGE EASEMENT

A PART OF SECTION 55, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 55; THENCE SOUTH  $00^{\circ}56'45''$  EAST, ALONG THE WESTERLY LINE OF SAID SECTION 55, A DISTANCE OF 1073.11 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 210 AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY; THENCE NORTH  $55^{\circ}20'24''$  EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 820.14 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 943.73 FEET; THENCE NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A CHORD BEARING OF NORTH  $67^{\circ}14'28''$  EAST AND A CHORD DISTANCE OF 389.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $79^{\circ}08'29''$  EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 587.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $79^{\circ}08'29''$  EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.23 FEET; THENCE SOUTH  $15^{\circ}51'31''$  EAST A DISTANCE OF 80.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.64 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $27^{\circ}37'54''$  EAST AND A CHORD DISTANCE OF 49.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $39^{\circ}24'17''$  EAST A DISTANCE OF 131.44 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2112.67 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $43^{\circ}00'09''$  EAST AND A CHORD DISTANCE OF 265.15 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1286.38 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $40^{\circ}35'40''$  EAST AND A CHORD DISTANCE OF 269.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $34^{\circ}35'19''$  EAST A DISTANCE OF 199.08 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1531.89 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $38^{\circ}08'42''$  EAST AND A CHORD DISTANCE OF 190.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $41^{\circ}42'05''$  EAST A DISTANCE OF 152.52 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 77.55 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $06^{\circ}24'15''$  EAST AND A CHORD DISTANCE OF 89.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $28^{\circ}53'35''$  WEST A DISTANCE OF 249.13 FEET; THENCE NORTH  $38^{\circ}30'32''$  WEST, ALONG THE PROPOSED NORTHEASTERLY BOUNDARY OF DAVIS PARK, A DISTANCE OF 64.99 FEET; THENCE NORTH  $28^{\circ}53'35''$  EAST A DISTANCE OF 224.16 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 17.55 FEET; THENCE NORTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH  $06^{\circ}24'15''$  WEST AND A CHORD DISTANCE OF 20.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $41^{\circ}42'05''$  WEST A DISTANCE OF 152.52 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY,



## EXHIBIT B

("Easement Parcel")

HAVING A RADIUS OF 1591.89 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 38°08'42" WEST AND A CHORD DISTANCE OF 197.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°35'19" WEST A DISTANCE OF 199.08 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1226.38 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 40°35'40" WEST AND A CHORD DISTANCE OF 256.64 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2172.67 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 43°00'09" WEST AND A CHORD DISTANCE OF 272.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°24'17" WEST A DISTANCE OF 131.44 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.64 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 27°37'54" WEST AND A CHORD DISTANCE OF 73.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°51'31" WEST A DISTANCE OF 85.25 FEET TO THE POINT OF BEGINNING.