

RESOLUTION NO. 99- 178

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE CONVEYANCE OF PARCEL 20 OF THE ST JOHNS NORTHWEST INTERCHANGE QUADRANT AND PARCEL 2 OF THE SIX MILE CREEK PROJECT AND APPROVING THE EXECUTION OF THE IMPACT FEE CREDIT AGREEMENT.

WHEREAS, per terms of the St. Johns DRI Development Order, SJH Partnership, Ltd., has presented to the County Special Warranty Deeds attached hereto as Exhibit "A," and Exhibit "B", incorporated by reference and made a part hereof conveying Parcel 20 of the St. Johns Northwest Interchange Quadrant and Parcel 2 of the Six Mile Creek Project; and

WHEREAS, in exchange for described Parcel 20 and Parcel 2 and also per terms of the St. Johns DRI Development Order Section KK-6, Impact Fee Credits were approved in the amounts as described in the Agreement attached hereto as Exhibit "C", incorporated by reference and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS;

1. The acceptance of the above Special Warranty Deeds in exchange for said Impact Fee Credits is hereby approved.
2. Execution of the Impact Fee Credit Agreement by the County Administrator is hereby approved.
3. The clerk is instructed to record the Special Warranty Deeds and Impact Fee Credit Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 30th day of November, 1999.

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

BY: James E. Bryant
Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

SPECIAL WARRANTY DEED

[NORTHWEST INTERCHANGE PARCEL 20]

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 1999, by SJH PARTNERSHIP, LTD., a Florida limited partnership (the "Grantor"), whose address is %Davidson Development, Inc., 101 East Town Place, Suite 200, St. Augustine, Florida 32092, to the ST. JOHNS COUNTY FLORIDA, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095.

WITNESSETH:

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

Together with a perpetual non-exclusive easement over that certain parcel of land described on the attached Exhibit "C" ("County Easement") for utilities and for discharge of stormwater to any master drainage system constructed by Grantor or Grantor's successors adjacent to the Property.

Reserving to Grantor and future utility companies designated by Grantor to serve the Interchange Northwest Parcel for the benefit of Parcel 19 on the, a non-exclusive and perpetual easement over and upon that portion of the Property described on the attached Exhibit D ("Reserved Parcel 19 Easement") for construction, installation and maintenance of utility lines, conduits and improvements including, but not limited to, water and sewer service, electric service and cable television service, as well as an easement for drainage.

Also reserving to Grantor and future utility companies designated by Grantor to serve the Saint Johns Project, for the benefit of the Saint Johns Project Property, a non-exclusive and perpetual easement over and upon that portion of the property described on the attached Exhibit E ("Reserved Utility Easement") for the construction, installation and maintenance of utility lines for water and sewer service.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for any such encumbrances created by this Deed or 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 of this Deed, Grantee hereby agrees to the following terms and provisions:

1. PERMIT COMPLIANCE.

1.1 Existing Permits. The parties acknowledge that the Property is subject to the Amended and Restated Saint Johns DRI Development Order approved under St. Johns County Resolution 98-126, as amended ("Saint Johns DRI"), Saint Johns Planned Unit Development Ordinance No. 91-36, as modified ("Interchange Parcels PUD") and the following permits: Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fill Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0120C (the "Conceptual MSSW Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0122M (the "MSSW Permit"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit") Florida Department of Environmental Regulation Permit No. DC55-220234 (the "Wastewater Treatment, Land Application and Wet Weather Discharge Permit"), and the St. Johns River Water Management District Consumptive Use Permit No. 2-109-0271N (the "CUP Permit"). The ACOE Dredge Fill Permit, Conceptual MSSW Permit, MSSW Permit, and DER Dredge Fill Permit as the same may be modified or substituted from time to time by Grantor are collectively referred to below as the "Surface Water Permits." Grantee shall comply with any applicable provisions of the Saint Johns DRI, Interchange Parcels PUD, and Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Property. To the extent permitted by Florida law, Grantee shall hold harmless and indemnify Grantor from loss, cost, damage or expense incurred by

Grantor and arising as a result of a violation by Grantee of the requirements of the Saint Johns DRI, Interchange Parcels PUD, or Surface Water Permits.

1.2 Environmental Resource Permit and Other Environmental Permits. Prior to commencement of construction within the Property, the Grantee shall obtain an Environmental Resource Permit from the St. Johns River Water Management District which shall require treatment of stormwater prior to discharge from the Property pursuant to the easement granted in this Deed. Grantee shall also obtain any other required environmental permits prior to commencement of construction. Grantee shall comply with all terms and conditions of such permits.

2. USE RESTRICTIONS.

2.1 Use Restriction. Grantee shall occupy and use the Property solely for civic purposes and associated ancillary uses and amenities.

2.2 PUD/DRI Compliance. Grantee shall not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the Saint Johns DRI or Interchange Parcels PUD without the prior written consent of Grantor.

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

2.4 Nuisance. Grantee shall not conduct any business upon the Property which shall constitute.

2.5 Communications Towers and Similar Installations. No communications towers or other similar commercial communications facilities visible from the exterior of the Property shall be allowed. This shall not prohibit the Grantee from installing normal communications equipment for the operation of the civic uses to be constructed on the Property.

2.6 No Resubdividing. It is specifically understood and agreed that Grantee, its successors and assigns, shall not plat, replat or subdivide any unimproved portion of the Property for development purposes nor transfer or convey any interest in an unimproved portion of the Property for development purposes without the prior written consent of Grantor.

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

2.8 County Easement. The County Easement shall be for the construction, maintenance, repair and improvement of utility and drainage improvements including water, sewer and stormwater drainage improvements. The County Easement is expressly for the benefit of the Property and shall pass with title to the Property. Grantor shall have the right to use the property which is subject to the County Easement for any purpose not inconsistent with Grantee's permitted uses. Grantee shall at all times maintain their improvements within the County Easement and good repair at Grantee's sole costs and expense. Grantor anticipates that other utility and drainage improvements will be constructed within the County Easement. Therefore Grantee must first obtain Grantor's approval of any improvements constructed by grantee within the County Easement. Such approval by Grantor shall not be unreasonably withheld. Grantee shall be responsible for the restoration of sod, landscaping, planting, and other similar surface improvements within the County Easement which are disturbed by Grantee during the construction or maintenance of utility and drainage improvements within the County Easement.

3. BOUNDARY OR LOCATION ADJUSTMENTS. Grantor and Grantee agree that the Property has been acquired by Grantee for the future use for civic purposes to serve the Saint Johns DRI and the surrounding areas. In the event that Grantee determines in the future that adjustments to the boundary of the Property are desirable or that other property within the Saint Johns DRI or in the vicinity of the Saint Johns DRI would be more desirable for such civic purposes then, notwithstanding the provisions of Section 235.04, or Section 124.35 of the Florida Statutes or other similar statutory provisions, to the extent allowed by Florida law, then Grantor and Grantee may adjust the boundaries of the Property or arrange for the exchange of the Property for other lands deemed more desirable by the Grantee without being required to bid or auction any portion of the Property as surplus property.

4. MISCELLANEOUS.

4.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property.

4.2 Modification. The terms and provisions of this Deed may be modified only by written agreement executed by Grantor and Grantee.

4.3 Notice. Any notice required to be given under the provisions of this Deed 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:

Chairman, Board of County Commissioners
St. Johns County Florida
4020 Lewis Speedway
St. Augustine, Florida 32095

TO Grantor:

SJH Partnership, Ltd.
% James E. Davidson, Jr.
Davidson Development, Inc.
101 East Town Place, Suite 200
St. Augustine, FL 32092

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail. All consents required under this Deed shall be in writing.

4.4 Duration and Remedies for Default. The covenants and conditions contained in this Deed constitute obligations running with title to the Property. The covenants and restrictions in this Deed shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date of this Deed. Grantor and Grantee shall be entitled to exercise all remedies available to them in law or in equity to enforce their rights and privileges under this Deed recognizing that damages may be an inadequate remedy.

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

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

4.7 No Third Party Beneficiaries. This Deed constitutes an agreement between Grantor and Grantee. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

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

GRANTOR:

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: SJ Memphis, Ltd., a Florida limited partnership, its general partner

By: St. Johns Harbour, Inc., a Florida corporation, its general partner

(Print Name _____)

(Print Name _____)

By: _____
Louis Baioni
Its: President

[CORPORATE SEAL]

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by LOUIS BAIONI, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

(Print Name _____)
NOTARY PUBLIC, State of
Florida at Large
Commission No. _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT LIST

| | |
|-----------|-----------------------------|
| Exhibit A | Property |
| Exhibit B | Exceptions |
| Exhibit C | County Easement |
| Exhibit D | Reserved Parcel 19 Easement |
| Exhibit E | Reserved Utility Easement |

EXHIBIT A TO SPECIAL WARRANTY DEED

NORTHWEST PARCEL 20

PART 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 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH $14^{\circ}55'52''$ WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH $50^{\circ}29'50''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 526.56 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 715.10 FEET TO A POINT; THENCE SOUTH $46^{\circ}29'34''$ EAST, A DISTANCE OF 155.84 FEET; THENCE SOUTH $47^{\circ}38'49''$ EAST ALONG THE SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 298.31 FEET; THENCE SOUTH $61^{\circ}36'25''$ EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.60 FEET; THENCE SOUTH $64^{\circ}00'00''$ WEST, LEAVING SAID SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 173.22 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 215.00 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST, A DISTANCE OF 112.00 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.5 ACRES MORE OR LESS.

REVISED 07/23/99

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[PARCEL 20 CIVIC SITE]
INTERCHANGE NORTHWEST

1. Ad valorem taxes and assessments required to be paid in the year 1999, and subsequent years.
2. Saint Johns DRI Development Order approved under Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119, and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, and as further modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205, modified by Modification of Saint Johns Development of Regional Impact Development Order on September 28, 1998, under Resolution 98-179 as noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883, and as further modified by Modification of Saint Johns DRI\Development Order Modification under Resolution 99-20, and noticed under Notice of DRI\Development Order Modification recorded in Official Records Book 1388, page 1323, all of St. Johns County, Florida; and further amended to the date hereof.
3. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991, as amended.
4. Saint Johns Water and Wastewater Utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida, recorded in Official Records Book 1094, page 332, public records of St. Johns County, Florida.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831 of the public records of St. Johns County, Florida.

6. Impact Fee Credit Agreement (Road Impact Fees) dated November 18, 1997, recorded in Official Records Book 1278, page 1596, Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 590, and Addendum to Road Impact Fee Credit Agreement recorded in Official Records Book 1391, page 1826, of the public records of St. Johns County, Florida.
7. Impact Fee Credit Agreement (Park Impact Fees) dated November 18, 1997, recorded in Official Records Book 1278, page 1584, of the public records of St. Johns County, Florida.
8. Easement for Utilities dated January 24, 1996, recorded in Official Records Book 1156, page 1104, of the public records of St. Johns County, Florida.

EXHIBIT C To Special Warrant Deed

DRAINAGE AND UTILITY EASEMENT

NORTHWEST QUADRANT

PART 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 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH $14^{\circ}55'52''$ WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH $50^{\circ}29'50''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 831.56 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 715.10 FEET TO A POINT; THENCE SOUTH $46^{\circ}29'34''$ EAST, A DISTANCE OF 48.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH $54^{\circ}30'32''$ EAST, A DISTANCE OF 127.60 FEET; THENCE SOUTH $14^{\circ}19'48''$ EAST, A DISTANCE OF 96.19 FEET TO A POINT IN A SOUTHERLY LINE OF PARCEL 18; THENCE SOUTH $42^{\circ}21'11''$ WEST ALONG SAID SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 74.07 FEET; THENCE NORTH $46^{\circ}29'34''$ WEST, A DISTANCE OF 107.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2 ACRES MORE OR LESS.

EXHIBIT D TO SPECIAL WARRANTY

50 FOOT DRAINAGE AND UTILITY EASEMENT

NORTHWEST PARCEL 20

PART 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 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH $14^{\circ}55'52''$ WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH $50^{\circ}29'50''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 831.56 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 664.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 50.35 FEET; THENCE SOUTH $46^{\circ}29'34''$ EAST, A DISTANCE OF 155.84 FEET; THENCE SOUTH $47^{\circ}38'49''$ EAST ALONG THE SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 298.31 FEET; THENCE SOUTH $61^{\circ}36'25''$ EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.60 FEET; THENCE SOUTH $64^{\circ}00'00''$ WEST, LEAVING SAID SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 173.22 FEET; THENCE NORTH $20^{\circ}00'00''$ EAST, A DISTANCE OF 108.91 FEET; THENCE NORTH $47^{\circ}38'49''$ WEST, A DISTANCE OF 234.48 FEET; THENCE NORTH $46^{\circ}29'34''$ WEST, A DISTANCE OF 150.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.65 ACRES MORE OR LESS.

EXHIBIT E To Special Warran

5 FOOT UTILITY EASEMENT

NORTHWEST PARCEL 20

PART 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 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH $14^{\circ}55'52''$ WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH $50^{\circ}29'50''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 305.00 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $53^{\circ}13'38''$ WEST, A DISTANCE OF 526.56 FEET; THENCE NORTH $36^{\circ}46'22''$ EAST, A DISTANCE OF 406.50 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 401.50 FEET; THENCE SOUTH $53^{\circ}13'38''$ EAST, A DISTANCE OF 521.56 FEET; THENCE SOUTH $36^{\circ}46'22''$ WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES MORE OR LESS.

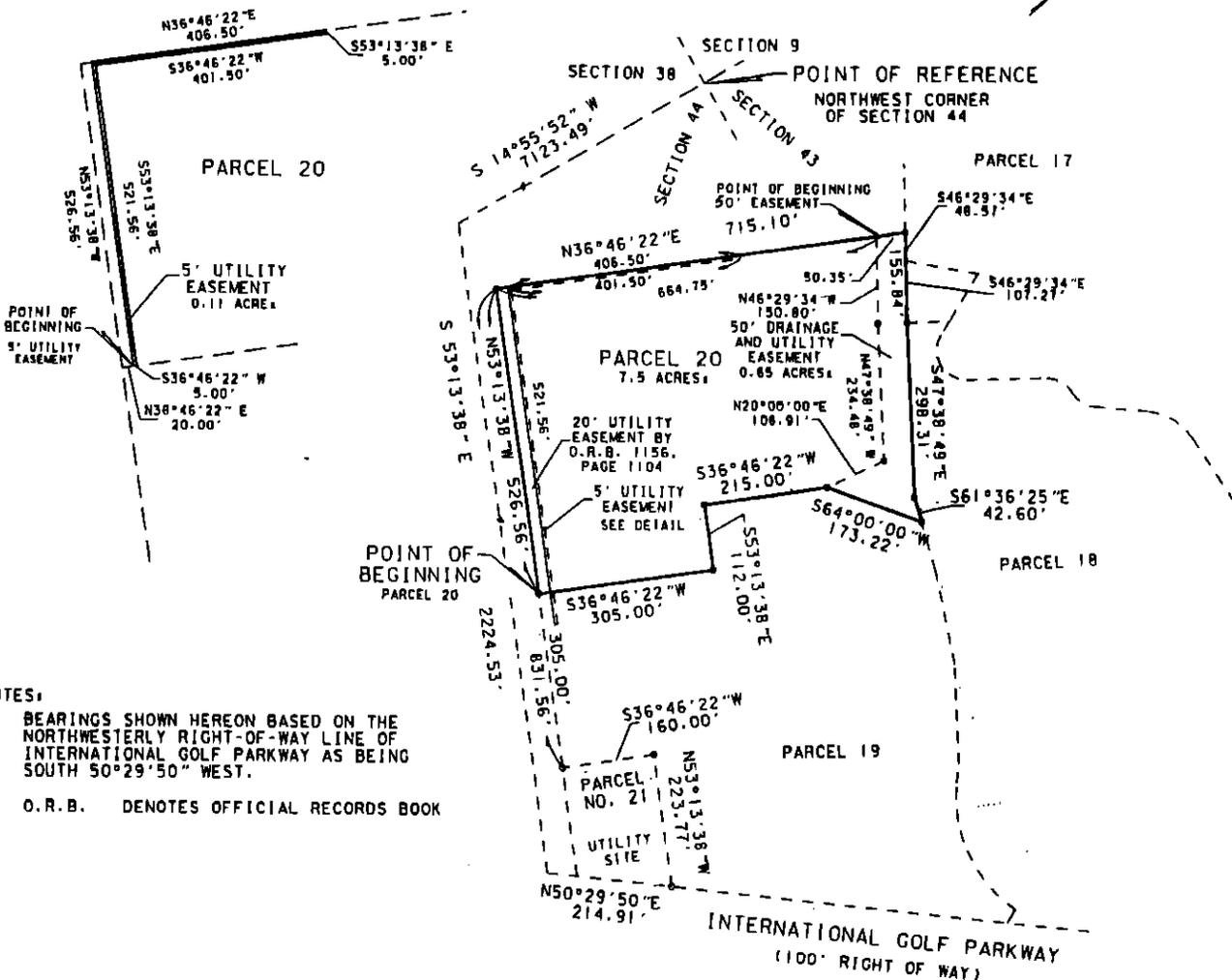
MAP OF NORTHWEST PARCEL 20

PART 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 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST, THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET, THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET, THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET, THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET, THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 160.00 FEET, THENCE NORTH 53°13'38" WEST, A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 53°13'38" WEST, A DISTANCE OF 526.56 FEET, THENCE NORTH 36°46'22" EAST, A DISTANCE OF 715.10 FEET TO A POINT, THENCE SOUTH 46°29'34" EAST, A DISTANCE OF 155.04 FEET, THENCE SOUTH 47°38'49" EAST ALONG THE SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 298.31 FEET, THENCE SOUTH 61°36'25" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.60 FEET, THENCE SOUTH 64°00'00" WEST, LEAVING SAID SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 173.22 FEET, THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 215.00 FEET, THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 112.00 FEET, THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.5 ACRES MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING SUBJECT TO A 50 FOOT DRAINAGE AND UTILITY EASEMENT AND A 5 FOOT UTILITY EASEMENT AS SHOWN HEREON. SEE ATTACHED FOR LEGAL DESCRIPTIONS. THE ABOVE DESCRIBED LANDS ALSO BEING SUBJECT TO A 20 FOOT UTILITY EASEMENT AS SHOWN HEREON AND RECORDED IN OFFICIAL RECORDS BOOK 1156, PAGE 1104 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

DETAIL 5' UTILITY EASEMENT DETAIL SCALE: 1" = 300'



- NOTES:
1. BEARINGS SHOWN HEREON BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING SOUTH 50°29'50" WEST.
 2. O.R.B. DENOTES OFFICIAL RECORDS BOOK

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 113, PART 2 OF THE FLORIDA STATUTES.

12

EXHIBIT B TO RESOLUTION

SPECIAL WARRANTY DEED

**[SIX MILE CREEK CENTRAL CIVIC PARCEL 2]
(Formerly Parcel 6)**

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 199__, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Grantor"), whose address is 824 Market Street, Suite 900, Wilmington, Delaware, 19801, to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "Grantee"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit A attached to and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property, subject to the matters set forth on Exhibit B attached to and made a part of this Deed, and reserving to the Grantor and its successors and assigns a perpetual, non-exclusive easement for utilities thirty feet (30') in width along the northerly boundary of the Property and a perpetual non-exclusive easement for drainage fifteen feet (15') in width along the easterly boundary of the Property.

Together with a perpetual non-exclusive easement for discharge of stormwater to the wetlands owned by Grantor adjacent to the southern boundary of the Property, and together with a perpetual non-exclusive easement for discharge of stormwater to any ditch or pipe constructed or installed by Grantor or Grantor's successors along the westerly boundary of the Property to facilitate discharge to the wetlands adjacent to the southerly boundary of the Property.

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

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

1. PERMIT COMPLIANCE.

1.1 Existing Permits. The parties acknowledge that the Property is subject to the Amended and Restated Saint Johns DRI Development Order approved under St. Johns County Resolution 98-126, as amended ("Saint Johns DRI"), Saint Johns Planned Unit Development Ordinance No. 91-37, as modified ("Six Mile Creek PUD") and the following permits: Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fill Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0120C (the "Conceptual MSSW Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0122M (the "MSSW Permit"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit"). The ACOE Dredge Fill Permit, Conceptual MSSW Permit, MSSW Permit, and DER Dredge Fill Permit as the same may be modified or substituted from time to time by Grantor are collectively referred to below as the "Surface Water Permits." Grantee shall comply with any applicable provisions of the Saint Johns DRI, Six Mile Creek PUD, and Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Property. To the extent permitted by Florida law, Grantee shall hold harmless and indemnify Grantor from loss, cost, damage or expense incurred by Grantor and arising as a result of a violation by Grantee of the requirements of the Saint Johns DRI, Six Mile Creek PUD, or Surface Water Permits.

1.2 Environmental Resource Permit and Other Environmental Permits. Prior to commencement of construction within the Property, the Grantee shall obtain an Environmental Resource Permit from the St. Johns River Water Management District which shall require treatment of stormwater prior to discharge from the Property pursuant to the easement granted in this Deed. Grantee shall also obtain any other required environmental permits prior to commencement of construction. Grantee shall comply with all terms and conditions of such permits.

2. USE RESTRICTIONS.

2.1 Use Restriction. Grantee shall occupy and use the Property solely for civic proposed and associated ancillary uses and amenities.

2.2 PUD/DRI Compliance. Grantee shall not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the Saint Johns DRI or Six Mile Creek PUD without the prior written consent of Grantor.

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

2.4 Nuisance. Grantee shall not conduct any business upon the Property which shall constitute a nuisance.

2.5 Communications Towers and Similar Installations.No communications towers or other similar commercial communications facilities visible from the exterior of the Property shall be allowed. This shall not prohibit the Grantee from installing normal communications equipment for the operation of the school to be constructed on the Property.

2.6 No Resubdividing. It is specifically understood and agreed that Grantee, its successors and assigns, shall not plat, replat or subdivide any unimproved portion of the Property for development purposes nor transfer or convey any interest in an unimproved portion of the Property for development purposes without the prior written consent of Grantor.

2.7 Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance especially along the perimeters of the Property. The Grantee shall also be responsible for its proportional share of the common cost of maintaining the landscape and buffer improvements located within the ingress and egress easement area based on linear feet of frontage on such easement.

3. BOUNDARY OR LOCATION ADJUSTMENTS. Grantor and Grantee agree that the Property has been acquired by Grantee for the future construction of a school to serve the Saint Johns DRI and the surrounding areas. In the event that Grantee determines in the future that adjustments to the boundary of the Property are desirable or that other property within the Saint Johns DRI or in the vicinity of the Saint Johns DRI would be more desirable for a school site then, notwithstanding the provisions of Section 235.04, or Section 124.35 of the Florida Statutes or other similar statutory provisions, to the extent allowed by Florida law, then Grantor and Grantee may adjust the boundaries of the Property or arrange for the exchange of the Property for other lands deemed more desirable by the Grantee without being required to bid or auction any portion of the Property as surplus property.

4. MISCELLANEOUS.

4.1 Successors and Assigns. The rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property.

4.2 Modification. The terms and provisions of this Deed may be modified only by written agreement executed by Grantor and Grantee.

4.3 Notice. Any notice required to be given under the provisions of this Deed 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:

County Administrator
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32095

TO Grantor:

SJ Land Associates, LLC
824 Market Street, Suite 900
Wilmington, DE 19801
Attention: Andrew H. McQuarrie

Copy to:
James E. Davidson, Jr.
Davidson Development, Inc.
101 East Town Place, Suite 200
St. Augustine, FL 32092

The effective date of the notice shall be five (5) days after the date of mailing if forwarded by certified mail. All consents required under this Deed shall be in writing.

4.4 Duration and Remedies for Default. The covenants and conditions contained in this Deed constitute obligations running with title to the Property. The covenants and restrictions in this Deed shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date of this Deed. Grantor and Grantee shall be entitled to exercise all remedies available to them in law or in equity to enforce their rights and privileges under this Deed recognizing that damages may be an inadequate remedy.

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

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

4.7 No Third Party Beneficiaries. This Deed constitutes an agreement between Grantor and Grantee. This Deed is not intended nor shall it be construed to create any rights or remedies as to third parties.

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

GRANTOR:

Signed, sealed and delivered in the presence of:

(Print Name _____)

(Print Name _____)

SJ Land Associates, LLC, a Delaware Limited Liability Company

By: SJ Land Company, its managing member

By: _____

Its: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__, by _____, the _____ of SJ Land Company, a Delaware corporation, the sole member of SJ Land Associates, LLC, a Delaware limited liability company, on behalf of the company.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT LIST

| | |
|-----------|------------|
| Exhibit A | Property |
| Exhibit B | Exceptions |

BHR

Bessent, Hammack & Ruckman, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

CIVIC SITE

PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF THE PUBLIC RECORDS OF SAID COUNTY) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (PACETTI ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'27" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 552.83 FEET; THENCE SOUTH 88°41'01" WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 55.21 FEET; THENCE SOUTH 88°47'25" WEST, A DISTANCE OF 32.30 FEET; THENCE SOUTH 77°35'11" WEST, A DISTANCE OF 879.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°06'48" EAST, A DISTANCE OF 763.97 FEET; THENCE DUE WEST, A DISTANCE OF 480.00 FEET; THENCE DUE NORTH, A DISTANCE OF 733.19 FEET; THENCE NORTH 77°35'11" EAST, A DISTANCE OF 474.88 FEET; THENCE SOUTH 01°06'48" EAST, A DISTANCE OF 71.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.50 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE AND DRAINAGE BEING SUBJECT TO A PROPOSED 30 FOOT UTILITY EASEMENT, SAID EASEMENT BEING 30.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE; AND A PROPOSED 15 FOOT UTILITY EASEMENT BEING 15.00 FEET WESTERLY OF THE EASTERLY LINE OF THE ABOVE DESCRIBED 8.50 ACRE CIVIC SITE. ALSO BEING GRANTED THE FOLLOWING DESCRIBED CIVIC ACCESS EASEMENT.

CIVIC ACCESS EASEMENT

PART OF SECTION 37, TOGETHER WITH PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SILO ROAD (A 60 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS RECORDED IN MAP BOOK 14, PAGES 104 THROUGH 106 OF

THE PUBLIC RECORDS OF SAID COUNTY), AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, PACETTI ROAD (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'27" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 430.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'27" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 122.07 FEET; THENCE SOUTH 88°41'01" WEST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 55.21 FEET; THENCE SOUTH 88°47'25" WEST, A DISTANCE OF 32.30 FEET; THENCE SOUTH 77°35'11" WEST, A DISTANCE OF 879.38 FEET; THENCE NORTH 01°06'48" WEST, A DISTANCE OF 61.19 FEET; THENCE NORTH 77°35'11" EAST, A DISTANCE OF 873.28 FEET; THENCE NORTH 88°47'25" EAST, A DISTANCE OF 790.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.18 ACRES MORE OR LESS.

EXHIBIT B

PERMITTED EXCEPTIONS

[SIX MILE CREEK CENTRAL CIVIC SITE]

1. Ad valorem taxes and assessments for 1999 and subsequent years.
2. Saint Johns DRI Development Order approved under St. Johns County, Florida Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, Resolution 96-102 and Resolution No. 96-233, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1091, page 1119 and Notification of DRI/Development Order recorded in Official Records Book 1217, page 437, and as further modified by Modification of Saint Johns DRI Development Order under Resolution 98-126, as noticed under Notification of DRI/Development Order recorded in Official Records Book 1338, page 205; modified by Modification of Saint Johns DRI/Development Order under Resolution 98-179, and noticed under Notice of DRI/Development Order Modification recorded in Official Records Book 1354, page 1883; and as further modified by Modification of Saint Johns DRI\Development Order Modification under Resolution 99-20, and noticed under Notice of DRI\Development Order Modification recorded in Official Records Book 1388, page 1323, of the public records of St. Johns County, Florida; and Allocation of Development Rights dated July 20, 1998 between SJH Partnership, Ltd., Dunavant Enterprises, Inc., and SJ Land Associates, LLC, as recorded on July 21, 1998, in Official Records Book 1335, page 340, of the Public Records of St. Johns County, Florida.
3. St. Johns County Ordinance No. 91-37 granting Planned Unit Development Rezoning dated August 27, 1991, as modified.
4. FP&L Easement Agreement recorded in Official Records Book 1039, pages 834 through 846, of the public records of St. Johns County, Florida.
5. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, of the public records of St. Johns County, Florida.

6. Impact Fee Credit Agreement (Road Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1596, of the Public Records of St. Johns County, Florida.
7. Impact Fee Credit Agreement (Park Impact Fees) as contained in the instrument, recorded November 24, 1997 in Official Records Book 1278, page 1584, of the Public Records of St. Johns County, Florida.
8. SIX MILE CREEK WATER AND WASTEWATER CONNECTION FEE REIMBURSEMENT AGREEMENT recorded February 9, 1999, in Official Records Book 1384, page 1780, of the public records of St. Johns County, Florida.
9. Easement for Ingress and Egress by SJ Land Associates, LLC, to St. Johns County School Board to be recorded in the public records of St. Johns County, Florida, for the benefit of Parcel 8 School Site.

EXHIBIT C TO RESOLUTION

IMPACT FEE CREDIT AGREEMENT

PUBLIC CAPITAL FACILITIES IMPACT FEES

THIS AGREEMENT is made this _____ day of _____, 1999, by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** ("County"), **SJH PARTNERSHIP, LTD.** and **SJ LAND ASSOCIATES, LLC.**

RECITALS:

SJH Partnership, Ltd. and SJ Land Associates, LLC are the Developers of certain lands contained within a Development of Regional Impact ("DRI") commonly referred to as Saint Johns ("Saint Johns") and more fully described in that certain St. Johns County Resolution Numbers 91-130; 91-183; 94-211; 95-06; 96-102; 96-233; 98-126 and 98-179 ("Development Order").

A. Pursuant to the St. Johns County Ordinance No. 87-59 ("Public Capital Facilities Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a public capital facilities impact fee ("Public Capital Facilities Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public buildings and facilities within St. Johns County.

B. Pursuant to the Development Order, SJH Partnership, Ltd. and SJ Land Associates, LLC shall concurrently herewith convey by Special Warranty Deed from SJH Partnership, Ltd. to St. Johns County, the approximately 7.5 acre Civic Parcel Number 20 on the Northwest Interchange Quadrant, and Special Warranty Deed from SJ Land Associates to St. Johns County, the approximately 8.5 acre Civic Parcel Number 2 (formerly Parcel 6) on the Six Mile Creek Central Parcel.

C. Pursuant to the terms of the Public Capital Facilities Impact Fee Ordinance and in accordance with the Development Order, the County and SJH Partnership, Ltd. and SJ Land Associates, LLC, desire to set forth their agreements and a procedure for the application and treatment of such Public Capital Facilities Impact Fee Credits.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

EXHIBIT C TO RESOLUTION

IMPACT FEE CREDIT AGREEMENT

PUBLIC CAPITAL FACILITIES IMPACT FEES

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NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

The initial Public Capital Facilities Impact Fee Credit for the Parcel 20 civic site is calculated to be the sum of \$101,250.00, which is the fair market value. The initial Public Capital Facilities Impact Fee Credit for the Parcel 2 Civic Site is calculated to be the sum of \$51,000.00, which is the fair market value. Therefore the total initial Public Capital Facilities Impact Fee Credit as of the date of execution of this Agreement is \$152,250.00.

1. From and after the date hereof, all Feepayers applying for building permits or certificates of occupancy in connection with the construction within Saint Johns shall pay an amount due under the Public Capital Facilities Impact Fee Ordinance directly to SJH Partnership, Ltd. or SJ Land Associates, LLC. SJH Partnership, Ltd. or SJ Land Associates, LLC shall then issue to such Feepayer a voucher evidencing full payment of Public Capital Facilities Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by SJH Partnership, Ltd. or SJ Land Associates, LLC shall contain a statement setting forth the amount of Public Capital Facilities Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer.
2. In the event that SJH Partnership, Ltd. or SJ Land Associates, LLC may determine to sell all or part of Saint Johns, SJH Partnership, Ltd. or SJ Land Associates, LLC may sell, transfer, assign, or convey all or part of the Public Capital Facilities Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within Saint Johns for such consideration as SJH Partnership, Ltd. or SJ Land Associates, LLC, in its sole discretion, determines, but not in excess of the balance in the Saint Johns Public Capital Facilities Impact Fee account. In such event, SJH Partnership, Ltd. or SJ Land Associates, LLC shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Public Capital Facilities Impact Fee Credit, a written confirmation of the amount of the Public Capital Facilities Impact Fee Credit sold, transferred, assigned or granted and the remaining amount of Public Capital Facilities Impact Fee Credit vested in SJH Partnership, Ltd. or SJ Land Associates, LLC.
3. On or before January 31 of each year, so long as there remains any Public Capital Facilities Impact Fee Credit, SJH Partnership, Ltd. and SJ Land Associates, LLC shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Public Capital Facilities Impact Fee payments made by the Feepayers and the remaining balance of Public Capital Facilities Impact Fee Credits.

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4. At such time as the Public Capital Facilities Impact Fee Credit provided for hereunder has been exhausted, SJH Partnership, Ltd. and SJ Land Associates, LLC or the Feepayers seeking building permits or certificates of occupancy within Saint Johns shall pay to the County the Public Capital Facilities Impact Fees in such amounts as are then due and payable under the Public Capital Facilities Impact Fee Ordinance in effect.
5. **Miscellaneous Provisions.**
 - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
 - b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
 - c. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.
 - d. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
 - e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.
 - f. The Agreement, any Exhibits and/or addendum made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
 - g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

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 - e. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intent of this Agreement or any provisions hereof.
 - f. The Agreement, any Exhibits and/or addendum made a part hereof, constitute the entire agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
 - g. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

- h. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.
6. In the event that the Developers under the Saint Johns DRI make additional contributions of real property or construct additional Public Capital Facilities in accordance with requirements contained in the Saint Johns DRI Development Order that would entitle them to additional impact fee credits under Ordinance 87-59, as amended from time to time, then in such event, upon acceptance of such real property or by St. Johns County and establishment of the fair market value of such real property and improvements at the time of such acceptance, the total amount of the Public Capital Facilities Impact Fee credit available to the Developers under the Public Capital Facilities Impact Fee Credit Agreement shall be increased in the amount of such fair market value and an addendum executed by the County Administrator and the Developers shall be attached to the Public Capital Facilities Impact Fee Credit Agreement to document the amount of such additional impact fee credit amount."

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date set forth above.

ST. JOHNS COUNTY, FLORIDA

By: _____
Ben Adams
County Administrator

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ST. JOHNS COUNTY, FLORIDA

By: _____
Ben Adams
County Administrator

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida
limited partnership, its
general partner

By: **ST. JOHNS HARBOUR, INC.,**
a Florida corporation, its
general partner

By: _____
James E. Davidson, Jr.
Vice President

SJ LAND ASSOCIATES, LLC, a
Limited Liability Company

By: **SJ LAND COMPANY,** its
managing member

By: _____
JAMES E. DAVIDSON, JR.
Its: Executive Vice President
Development and Administration

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

By: **SJ MEMPHIS, LTD.,** a Florida
limited partnership, its
general partner

By: **ST. JOHNS HARBOUR, INC.,**
a Florida corporation, its
general partner

By: _____
James E. Davidson, Jr.
Vice President

SJ LAND ASSOCIATES, LLC, a
Limited Liability Company

By: **SJ LAND COMPANY,** its
managing member

By: _____
JAMES E. DAVIDSON, JR.
Its: Executive Vice President
Development and Administration

THIS DOCUMENT PREPARED
BY AND RETURN TO:

GARY B. DAVENPORT, ESQ.
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET - SUITE 1400
JACKSONVILLE, FL 32202-4327

**PARTIAL RELEASE OF MORTGAGE, FINANCING STATEMENT AND
CONDITIONAL ASSIGNMENT OF RENTS, LEASES, REVENUES AND PROFITS
(CIVIC SITE / SIX MILE CREEK CENTRAL PARCEL 2[FORMERLY PARCEL 6])**

THIS PARTIAL RELEASE is made as of _____, 1999, by **SUNTRUST BANK, NORTH FLORIDA, N.A.**, a national banking association ("Mortgagee").

RECITAL

A. Mortgagee is the owner and holder of that certain Mortgage and Security Agreement executed by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company ("Mortgagor"), dated October 2, 1998, and recorded in Official Records Book 1353, page 1142 of the public records of St. Johns County, Florida, and that certain Conditional Assignment of Rents, Leases, Revenues and Profits, recorded in Official Records Book 1153, page 1171 of the public records of St. Johns County, Florida. Mortgagor has previously filed that certain UCC-1 Financing Statement recorded in Official Records Book 1353, page 1183 of the public records of St. Johns County, Florida. The aforementioned documents shall be collectively referred to as the "Loan Documents."

B. The Mortgagor has requested Mortgagee to release the premises described in Exhibit "A" attached hereto and made a part hereof (the "Property") from the lien and effect of the Loan Documents and all related loan documents executed in connection therewith.

NOW THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby forever release, exonerate and discharge the Property from the lien, operation, force and effect of the Loan Documents and all related loan documents executed in connection therewith:

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any property other than that described on Exhibit "A", or as described herein, from the lien, operation, force or effect of the Loan Documents, nor from any rights, remedies or privileges of the Mortgagee therein.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

GARY B. DAVENPORT, ESQ.
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET - SUITE 1400
JACKSONVILLE, FL 32202-4327

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PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any property other than that described on Exhibit "A", or as described herein, from the lien, operation, force or effect of the Loan Documents, nor from any rights, remedies or privileges of the Mortgagee therein.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed as of the ___ day of _____, 1999.

Signed, sealed and delivered in the presence of:

SUNTRUST BANK NORTH FLORIDA, N.A., a national banking association

(Print Name)

By: _____
LARRY W. NORDMANN
Vice President

(Print Name)

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ___ day of _____, 1999, by LARRY W. NORDMANN, as Vice President of SUNTRUST BANK, NORTH FLORIDA, N.A., a national banking association, on behalf of the bank.

(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

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed as of the
____ day of _____, 1999.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK NORTH FLORIDA, N.A., a
national banking association

(Print Name)

By: _____
LARRY W. NORDMANN
Vice President

(Print Name)

STATE OF FLORIDA)

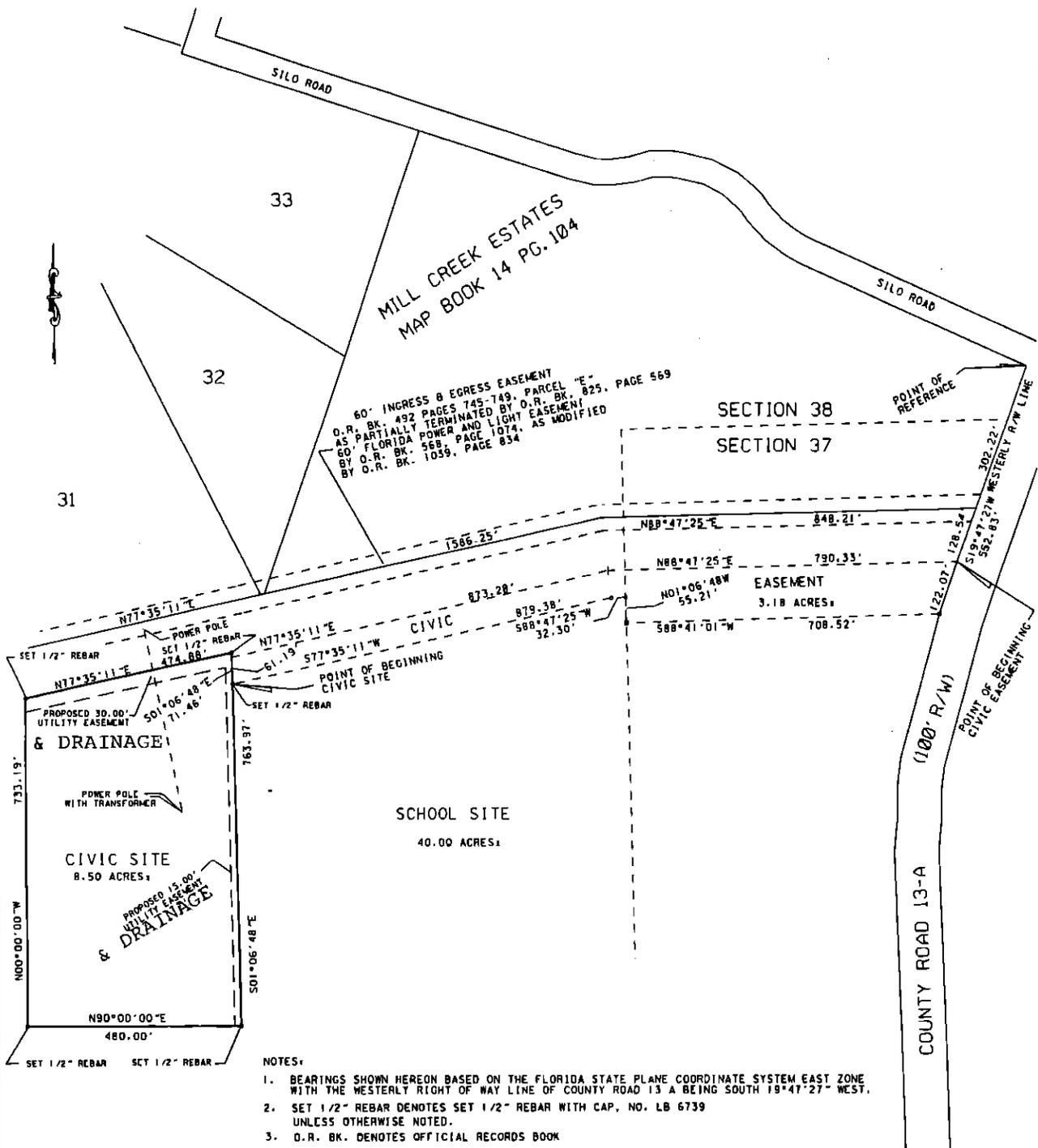
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____,
1999, by LARRY W. NORDMANN, as Vice President of **SUNTRUST BANK, NORTH
FLORIDA, N.A.**, a national banking association, on behalf of the bank.

(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

MAP SHOWING BOUNDARY SURVEY OF

PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH,
 RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA
 SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION



- NOTES:
1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 13 A BEING SOUTH 19°47'27" WEST.
 2. SET 1/2" REBAR DENOTES SET 1/2" REBAR WITH CAP, NO. LB 6739 UNLESS OTHERWISE NOTED.
 3. O. R. BK. DENOTES OFFICIAL RECORDS BOOK



I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Schellhase
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021

DATED: NOVEMBER 17, 19 99
 SCALE: 1" = 300'

Bessent, Hammack & Ruckman, Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 1900 Corporate Square Boulevard
 Jacksonville, Florida 32216
 Phone (904) 721-2991 Fax (904) 725-0171