

RESOLUTION NO. 2005- 167

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN EXCHANGE AGREEMENT FOR AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH RELOCATION OF AN EXISTING LIFT STATION LOCATED ON STATE ROAD 207 AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID EXCHANGE AGREEMENT.

WHEREAS, the County has planned to upgrade an existing lift station located on State Road 207, located in central St. Johns County which will better serve the citizens; and

WHEREAS, the County and JDB, LLC, a Florida limited liability company are desirous of entering into an agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, whereby JDB will convey to the County a parcel needed for the relocation of the lift station located northeast of the existing lift station parcel and pay \$175,000.00 for the relocation of the lift station. The amount represents an estimated value for the construction of part of the new lift station equal to the existing capacity of the existing lift station; and

WHEREAS, in exchange the County will convey to JDB the existing lift station parcel and will provide a six inch force main stub out connections for future connection to the sewer source; and

WHEREAS, JDB is the owner of a parcel of land adjacent to the existing lift station and needs the existing lift station parcel, as described in the Exchange Agreement, for their proposed development for a turn lane into the proposed development; and

WHEREAS, JDB is willing to exchange a larger piece of their parcel northeast of the existing lift station, also described in the Exchange Agreement; and

WHEREAS, pursuant to Florida Statute Section 270.11(3) there has been a written request from JDB, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to convey the property without mineral reservations normally reserved in any conveyance of County property. With the said mineral reservations it would create a cloud on the title to the property which could prevent JDB from obtaining financing and/or developing the property; and

WHEREAS, the proposed exchange of real property has been advertised in accordance with Section 125.37, Florida Statutes.

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

1. The above recitals are incorporated into the body of this Resolution and such recitals are adopted as findings of fact.
2. The County Deed conveying the exchange parcel without mineral reservations to JDB, LLC, a Florida limited liability company, as described in County Deed attached hereto as Exhibit "B" of the Exchange Agreement, is hereby approved for the execution by the Chairman of the Board of County Commissioners and the Clerk of Circuit Court is instructed to record the County Deed in the public records of St. Johns County, Florida.
3. The Warranty Deed conveying the new lift station parcel to St. Johns County, attached hereto as Exhibit "C" of the Exchange Agreement, is hereby accepted and the Clerk of the Circuit Court is instructed to record the Warranty Deed in the public records of St. Johns County, Florida.
4. The terms of the Exchange Agreement is hereby approved by the Board of County Commissioners and the County Administrator is authorized to execute said Exchange Agreement.
5. The Clerk of Circuit Court is instructed to file the Exchange Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED, this 28th day of June, 2005.

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

By: _____

Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 7/1/05

LAND EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "Agreement") is made this ____ day of _____, 2005, by and between **JDB, LLC**, a Florida limited liability company, ("JDB"), whose address is 417 Ponte Vedra Blvd., Ponte Vedra Beach, Florida 32082, and **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

RECITALS

A. The County owns that certain parcel of real property located on State Road 207 in St. Johns County, Florida, on which a lift station currently sits (the "Existing Lift Station Parcel"). The County has planned to upgrade the lift station located on the Existing Lift Station Parcel in order to better serve the citizens of St. Johns County; and

B. JDB is the owner of the parcel of land surrounding the existing lift station (the "JDB Land") and needs the Existing Lift Station Parcel for the proposed development of its surrounding land. In exchange for the Existing Lift Station Parcel, JDB is willing to (i) exchange a larger piece of their parcel northeast of the existing lift station (the "New Lift Station Parcel"), and (ii) and pay \$175,000.00 for the relocation of the lift station. The \$175,000.00 amount represents an estimated value for the construction of part of the new lift station equal to the existing capacity of the existing lift station. Both the Existing Lift Station Parcel and the New Lift Station Parcel are shown on the map attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

C. Upon completion of the relocation of the lift station, the County will provide an eight (8) inch force main stub out connection to the JDB Land to connect to the sewer source for the proposed development of the adjacent land owned by JDB; and

D. The parties are desirous of entering into an agreement whereby JDB will convey the New Lift Station Parcel and pay \$175,000.00 for the relocation of the lift station, and the County will convey to JDB the Existing Lift Station Parcel and provide a force main stub out connection for future connection to the sewer source.

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, the County and JDB agree as follows:

1. **RECITALS.** The parties agree that that matters set forth in the Recitals are true and correct and incorporated herein by reference.

2. **CONVEYANCE OF PROPERTY.** County shall convey title to the Existing Lift Station Parcel to JDB by the form of deed attached hereto as Exhibit "B" (the "County Deed"), which complies with Section 125.411, Florida Statutes. JDB shall pay (i) \$175,000.00 to the County to fund the relocation of the lift station and (ii) deliver the special warranty deed to the County for the New Lift Station Parcel. The County will

provide an eight (8) inch force main stub out connection to the JDB Land to connect to the sewer source which the County represents is adequate to service the proposed development. JDB shall convey the New Lift Station Parcel by the form of special warranty deed attached hereto as Exhibit "C". The parcels are in exchange for each other and have been advertised in accordance with Section 125.37, Florida Statutes.

3. DEFAULT.

a. Default by JDB. If JDB defaults in performance of any of its obligations in this Agreement or breaches any warranty or representation, the County may, at its option, either terminate this Agreement and sue for its direct out-of-pocket damages, costs and attorneys fees or sue for specific performance, as well as for damages related to the delay caused by JDB's breach. JDB acknowledges that time is of the essence, and agrees that any of the County's reasonable costs and reasonable attorneys fees associated with the delay of the transfer of property resulting from a default by JDB may be taxed to JDB. In no event shall the County be entitled to recover consequential damages.

b. Default by the County. If the County defaults in performance of any of the County's obligations in this Agreement, JDB may either (i) terminate this Agreement or (ii) sue for actual damages and recover attorneys fees and costs.

4. REPRESENTATION AND WARRANTIES BY COUNTY. County hereby represents and warrants to JDB as follows:

a. County is a public body corporate and politic organized under the laws of the State of Florida and that it has full power and authority to execute this Agreement and to perform the obligations of the County hereunder, and that the individual executing this Agreement on behalf of the County is authorized and empowered to execute this Agreement on behalf of the County and that the execution of this Agreement by said individual shall bind the County to the terms and conditions of this Agreement.

b. There is no litigation or administrative proceeding pending or threatened which affects the title to the exchange parcel or any portion thereof.

c. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the parcel known to the County and the County has not received notice of any such violation.

d. The County is the owner of the existing lift station parcel that is being conveyed.

e. The County represents and warrants that the new lift station and the 8 inch force main stub out shall be of sufficient size to ensure adequate sewer service for all development of the JDB Land permitted under PUD Ordinance Number 2004-19

recorded in PUD Official Records Book R, Page 1420 of the public records of St. Johns County, Florida (the "Regis Pines PUD"), without any further improvements or additions to the new lift station and 8 inch force main stub out by the Regis Pines developer.

5. INSPECTION PERIOD.

a. County Inspection. The County shall have the right for forty-five (45) days from the latter of the receipt of the Survey or delivery of the last of the Title Commitments ("Inspection Termination Date") to enter upon the New Lift Station Parcel for the purpose of physical inspection and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the New Lift Station Parcel's suitability for County's intended purpose. JDB hereby gives County the right to enter upon, test and inspect the New Lift Station Parcel at County's sole cost and risk. The County agrees to provide JDB with copies of all reports conducted on the New Lift Station Parcel. If the County determines that the New Lift Station Parcel is unsuitable, the County may terminate this Agreement by providing written notice to JDB prior to the Inspection Termination Date.

b. JDB Inspection. JDB shall have forty-five (45) days from the latter of the receipt of the Survey or delivery of the last of the Title Commitments ("Inspection Termination Date") to enter upon the Existing Lift Station Parcel for the purpose of physical inspection and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Existing Lift Station Parcel's suitability for JDB's intended purpose. County hereby gives JDB the right to enter upon, test and inspect the Existing Lift Station Parcel at JDB's sole cost and risk. JDB agrees to provide County with copies of all reports conducted on the Existing Lift Station Parcel. If JDB determines that the Existing Lift Station Parcel is unsuitable, JDB may terminate this Agreement by providing written notice to County prior to the Inspection Termination Date.

6. SURVEY AND TITLE.

(a) Survey and Title Deliveries. JDB, at its sole cost and expense, has ordered a boundary survey of both the Existing Lift Station Parcel and the New Lift Station Parcel from Charles Bassett and Associates (the "Survey"). The legal descriptions provided in the Survey shall be attached to the respective deeds at closing. JDB shall deliver a copy of the Survey to the County upon receipt of the final Survey from the surveyor. Within twenty (20) days of the Effective Date of this Agreement, JDB shall deliver a title commitment for the New Lift Station Parcel to the County (the "New Lift Station Commitment") and the County shall deliver a title commitment for the Existing Lift Station Parcel to JDB (the "Existing Lift Station Commitment" and collectively with the New Lift Station Commitment, the "Title Commitments"). The

Title Commitments shall be delivered together with copies of all exceptions referred to therein. The Title Commitments shall commit to insure the fee simple title to the property described therein, subject only to liens for current taxes and assessments which are not yet due and payable, and such other exceptions referred to in the Title Commitments, if any, that are not material or adverse to the title to the property or the intended uses thereof (the "Permitted Encumbrances").

(b) Defects in Title and Survey. If the Title Commitments or Survey disclose any defects in title which are not acceptable to the respective purchasing party, then the objecting party shall deliver written notice to the receiving party within twenty (20) days after the receipt of the last of the Title Commitment and the Survey. The receiving party agrees to use diligent efforts to correct the defects within forty-five (45) days subject to an expenditure of funds not to exceed \$5,000. If the receiving party is unsuccessful in removing the defects within said time then the objecting party shall have the option to either: (a) accept the title as it then is with a reduction in the consideration by an amount mutually agreed to by JDB and County, (b) accept the title as it then is with no change to the consideration, (c) extend the amount of time that receiving party has to cure the defects, or (d) terminate this Agreement, thereupon releasing County and JDB from all further obligations under this Agreement.

7. CLOSING COSTS. JDB shall, at its sole cost and expense, pay for the cost of (i) the Survey, (ii) the search fee and premium associated with the New Lift Station Commitment, (iii) documentary stamps on the New Lift Station Parcel special warranty deed, (iv) the costs of inspecting the Existing Lift Station Parcel and (v.) its own attorney's fees. The County shall, at its sole cost and expense, pay for the cost of (i) the search fee and premium associated with the Existing Lift Station Commitment, (ii) documentary stamps on the Existing Lift Station deed, (iii) the costs of inspecting the New Lift Station Parcel, and (iv) its own attorney's fees. For documentary stamp tax purposes, the parties hereby acknowledge that the value of the Existing Lift Station Parcel is _____ and the value of the New Lift Station Parcel is _____.

8. CLOSING DATE. The closing shall occur on or before the date that is fifteen (15) days after the Inspection Termination Date (the "Closing Date").

9. LIFT STATION REMOVAL. Within twelve (12) months of the Closing Date, the County anticipates completion of the construction of the new lift station and will make every effort to complete said construction within this time frame, however, the County has no control over acts of mother nature or natural disaster or subcontractors. An Engineering firm is in the process of the design of the new lift station and upon approval of this Agreement the County will begin the bidding process for the construction of the new lift station. Within six (6) months of completion of the new lift station, the County shall remove all improvements from the Existing Lift Station Parcel and provide the force main stub out connection for the JDB Land to connect to the sewer source-to service the proposed development. The County shall leave the Existing Lift Station Parcel clean from all hazardous and other man-made materials. This paragraph shall survive the closing of this Agreement.

9. **REPRESENTATION AND WARRANTIES BY JDB.** JDB hereby represents and warrants to the County as follows:

a. Except as set forth in this Agreement, to JDB's knowledge there is no litigation or administrative proceeding pending or threatened which affects the New Lift Station Parcel or any portion thereof.

b. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the parcel known to JDB and the County has not received notice of any such violation.

c. JDB is the owner of the New Lift Station Parcel.

10. **ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties is set forth in this Agreement. This instrument may be amended only by an instrument in writing signed by the persons who are the then owners of the fee simple title to the New Lift Station Parcel and the Existing Lift Station Parcel.

11. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates shall not be deemed to be a continuing waiver or waiver of any future matter.

12. **TIME OF ESSENCE.** Time is of the essence with respect to the provisions of this Agreement which provide time periods for the taking of actions by the parties.

13. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be served by personal delivery, reputable overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to JDB: JDB, LLC, a Florida limited liability company
417 Ponte Vedra Boulevard
Ponte Vedra Beach, Florida 32082
Telephone: (904) _____
Facsimile: (904) _____

With a copy to: John T. Dekle, Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
50 North Laura Street, Suite 2800
Jacksonville, FL 32202
Telephone: (904) 630-5345
Facsimile: (904) 366-1591

As to the County: St. Johns County, a political subdivision of the State of Florida
Attn: Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Any notice or demand such served shall constitute proper notice hereunder upon delivery if delivered personally, upon receipt of confirmation if delivered by facsimile, or one business day after deposit with overnight courier.

14. **SUCCESSOR AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference to the same extent as those such exhibits were included in the body of this Agreement verbatim.

16. **NO RECORDING.** Neither this Agreement nor any notice memorandum or other notice or document related hereto other than the County Deed and special warranty deed exchanging the parcels shall be recorded without prior written consent of both JDB and the County.

IN WITNESS WHEREOF, The County and JDB have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above written.

JDB, LLC, a Florida limited liability company

Shelia Whiting
Witness Name: Shelia Whiting

By: *John D Baker II*
Name: JOHN D. BAKER II
Its: President

Judith E Cook
Witness Name: Judith E. Cook

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

Witness Name: _____

By: _____
Ben W. Adams, Jr.
County Administrator

Witness Name: _____

Exhibit "A" to Exchange Agreement

Gray Jay Dr

Century Blvd

Sheridan Dr

S Holmes Blvd

News Pl

proposed new lift station

Lightsey Rd

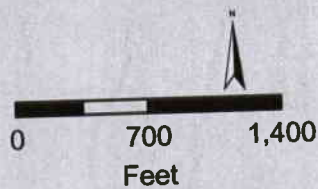
State Road 207

existing lift station

Rolling Hills Dr



**GENERAL
LOCATION MAP**



Map Prepared: 6/16/2005

*Depicts General Project Boundary

**Exchange Agreement
for lift station
relocation**

File: BCC June 28, 2005



St. Johns County
Land Mgmt. Systems
Real Estate

Exhibit "B" to Exchange Agreement

This Instrument Prepared By:
Daniel J. Bosanko, Esq.
County Attorney
4020 Lewis Speedway
St. Augustine, FL 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this _____ day of _____, 2005, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 32084 hereinafter "Grantor", to **JDB, LLC**, a Florida limited liability company, whose address is 417 Ponte Vedra Blvd., Ponte Vedra Beach, Florida, 32082, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;

- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: _____
Bruce A. Maguire
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by **Bruce A. Maguire**, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Notary Public State of Florida
My Commission Expires: _____

Exhibit "A" to County Deed

Being a part of Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

Commencing at the northwest corner of the aforesaid Section 48, said point being north 89 degrees 23 minutes 33 seconds west, a distance of 517.96 feet from the common corner of Sections 48 and 26, Township 7 South, Range 29 East, run thence south 31 degrees 40 minutes 44 seconds east, a distance of 2,115.48 feet to a point in the northwesterly right-of-way of Florida State Road 207, a 100 foot right-of-way, and the POINT OF BEGINNING. From the point of beginning run thence north 58 degrees 40 minutes 34 seconds east along the aforesaid State Road 207 right-of-way line a distance of 40.00 feet to a point; run thence north 31 degrees 40 minutes 44 seconds west a distance of 67.00 feet to a point; run thence south 58 degrees 40 minutes 34 seconds west a distance of 40.0 feet to a point; run thence south 31 degrees 40 minutes 44 seconds east a distance of 67.00 feet to the point of beginning.

Less and except the following described parcel:

A parcel of land in the Antonio Canovas Donation, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Daniel Hurlbert Grant, Section 47, Township 7 South, Range 29 East, St. Johns County, Florida; thence north 30 degrees 48 minutes 21 seconds west along the east line of said Section 47, a distance of 108.24 feet; thence south 44 degrees 38 minutes 14 seconds west, (crossing the south line of said Section 47, into the Antonio Canovas Donation, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida), a distance of 347.20 feet; thence south 45 degrees 05 minutes 14 seconds west, a distance of 489.65 feet to the beginning of a curve concave northwesterly having a radius of 1,718.87 feet; thence southwesterly along the arc of said curve through an angle of 12 degrees 21 minutes 24 seconds, a distance of 370.70 feet to the end of said curve; thence south 57 degrees 26 minutes 38 seconds west, a distance of 794.28 feet; thence north 32 degrees 33 minutes 22 seconds west, a distance of 48.00 feet to the northerly right of way line of State Road No. 207, and the POINT OF BEGINNING; thence north 33 degrees 28 minutes 51 seconds west, a distance of 30.00 feet; thence south 57 degrees 26 minutes 38 seconds west, a distance of 40.00 feet; thence South 33 degrees 28 minutes 51 seconds east, a distance of 30.00 feet to said northerly right of way line; thence north 57 degrees 26 minutes 38 seconds east along said northerly right of way line, a distance of 40.00 feet to the point of beginning.

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

John T. Dekle, Sr., Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this ___ day of _____, 2005, by **JDB, LLC.**, a Florida limited liability company, whose address is 417 Ponte Vedra Blvd., Ponte Vedra, FL 32082, hereinafter called the Grantor to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, which is described as follows:

SEE **EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**
(THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the following:

1. Applicable zoning ordinances.
2. Taxes for the year 2005 and subsequent years.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the Property; and that the Property is free of all encumbrances except the matters hereinabove mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

JDB, LLC, a Florida limited liability company

Witnesses:

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by T. Randall Bryan, IV the Vice President of JDB, LLC, a Florida limited liability company. He/she either [] is personally known to me or [] has produced a _____ state driver's license as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

Exhibit "A" to Warranty Deed

A part of the Antonio Canovas Grant, Section 48, Township 7 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 Antonio Grant, being also the northeast corner of Century Hills, as recorded in Map Book 12, Page 49 of said St. Johns County; thence north 89 degrees 15 minutes 22 seconds east along the north line of said grant, being also the south line of Sandy Heights, as recorded in Map Book 12, Page 51 of said County, a distance of 517.96 feet to the southeast corner of said Sandy Heights; thence south 30 degrees 42 minutes 44 seconds east along the blazed property line occupied by the St. Regis Company and said property line also being the intent of the west line of the Daniel Hurlbert Grant, Section 47, Township 7 South, Range 29 east,

St. Johns County, a distance of 1315.80 feet to the intersection of the southerly lines and westerly prolongation monumentated and occupied as described in Official Record volumes 472, page 527 and 796, page 797 and 397, page 314 of said County and also along the northerly line of the water retention area (parcel 136 D) as shown on the Florida Department of Transportation Right of Way Map of State Road No. 207, section 78050-2516, dated 4-22-96; thence north 72 degrees 08 minutes 46 seconds east along said line, a distance of 372.88 feet to the easterly line of said parcel 136 D and the point of beginning: thence north 72 degrees 08 minutes 46 seconds east along said line, a distance of 935.72 feet to the intersection with the northwesterly right of way line of said State Road No. 207; thence southwesterly along said right of way line the following seven courses; south 45 degrees 05 minutes 14 seconds west, a distance of 300.28 feet to the point of curvature of a curve concave northwesterly and having a radius of 3064.86 feet; thence southwesterly along said curve an arc distance of 90.68 feet and subtended by a chord bearing of south 45 degrees 56 minutes 06 seconds west and a chord distance of 90.68 feet to a point on said curve; thence north 44 degrees 54 minutes 46 seconds west, a distance of 5.00 feet to a point on a curve concave northwesterly and having a radius of 3059.86 feet; thence southwesterly along said curve, an arc distance of 391.11 feet and subtended by a chord bearing of south 50 degrees 26 minutes 50 seconds west and a chord distance of 390.85 feet to a point on said curve; thence north 33 degrees 23 minutes 39 seconds west, a distance of 5.00 feet to a point on a curve concave northwesterly and having a radius of 3054.86 feet; thence southwesterly along said curve, an arc distance of 178.02 feet and subtended by a chord bearing of south 55 degrees 46 minutes 28 seconds west and a chord distance of 177.99 feet to the point of tangency of said curve; thence south 57 degrees 26 minutes 38 seconds west, a distance of 134.72 feet to the easterly line of said parcel 136 D; thence along said parcel 136 D the following three courses; north 25 degrees 33 minutes 35 seconds west, a distance of 349.43 feet; thence north 72 degrees 07 minutes 31 seconds east, a distance of 168.88 feet; thence north 57 degrees 20 minutes 43 seconds west, a distance of 64.74 feet to the point of beginning.

Less and except any part of State Road 207, containing 5.34 acres, more or less.

Exhibit "B" to Resolution

JDB, LLC
417 Ponte Vedra Blvd.
Ponte Vedra Beach, Florida 32082

June 17, 2005

St. Johns County Board of County Commissioners
4020 Lewis Speedway
St. Augustine, Florida 32084

RE: Mineral Reservations

To Whom It May Concern:

JDB, LLC, a Florida limited liability company, respectfully requests that the reserved interest of all phosphate, minerals, metals and petroleum, normally contained in the County Deed be withheld due to the fact that it creates a cloud on the title to the property which adversely affects the marketability of the property located on State Road 207.

Thank you for your consideration of this request.

Sincerely,

JDB, LLC

Name: John D Baker II

By: JOHN D BAKER II

Its: President