

RESOLUTION NO. 2007- 62

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, BETWEEN ST. JOHNS COUNTY, FLORIDA, AND J. DANIEL COLLINS AND ASSIGNS, AN INDIVIDUAL (“COLLINS”), TO ENTER INTO A CONTRIBUTION AGREEMENT TO SET FORTH THE TERMS AND CONDITIONS UPON WHICH COLLINS HAS AGREED TO CONTRIBUTE THE UTILITY LAND PROPERTY TO THE COUNTY IN EXCHANGE FOR THE UPGRADE OF WATER AND SEWER TRANSMISSION LINES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the St. Johns County Comprehensive Plan policies encourage the reduction of septic tanks in new developments;

WHEREAS, the St. Johns County Utility Department’s five year capital improvement plan includes a project for the installation of water and sewer mains along CR 13 to encourage reduction of septic tanks along coastal areas;

WHEREAS, the draft Utility Water Master Plan documents the requirement of a water booster station along the CR 13 corridor;

WHEREAS, the County has determined that accepting the terms of the Contribution Agreement serve the interests of the County.

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

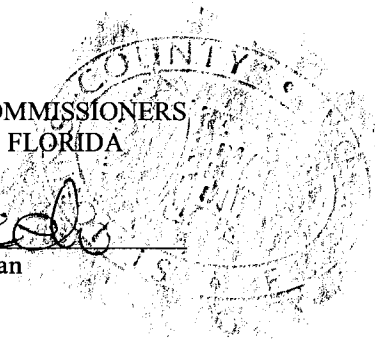
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Contribution Agreement between St. Johns County, Florida, and J. Daniel Collins and assigns, an individual, and authorizes the County Administrator to execute this Contribution Agreement on behalf of St. Johns County.

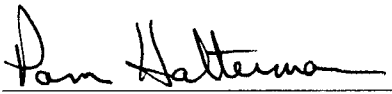
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida,
this 20 day of February, 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ben Rich, Chairman



ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

EXPIRATION DATE 2/22/07

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “Agreement”) by and between **J. DANIEL COLLINS AND ASSIGNS**, an individual, (collectively, the “Collins”), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the “County”), is entered into and effective on the date it is signed by the first party executing this Agreement (the “Effective Date”).

RECITALS:

A. Collins and the County intend to enter into that certain Development Agreement (the “Development Agreement”) regarding development of certain property known as Wells Farms and located near the intersection of State Road 13 and Joe Ashton Road as described on **Exhibit “A”** attached hereto (the “Development Property”). Pursuant to the Development Agreement, the County has requested that Collins contribute approximately 2.123 acres of real property as more particularly described on **Exhibit “B”** (the “Utility Land Property”) attached hereto for installation by the County of a water storage tank of up to 1,000,000 gallons, a re-pump facility, and water line connections thereto (the “Improvements”) to be owned and operated as part of the St. Johns County Utility Department facilities. The County has requested that the Utility Land Property be conveyed by Collins in advance of Collins’ obtaining final approval of the Development Agreement and related land use approvals, and Collins has agreed to do so to accommodate the County, subject to the terms and conditions of this Agreement. In consideration of Collins’ agreement to convey the Utility Land Property, the County has agreed to upgrade a segment of the water and sewer transmission lines needed to serve the Development Property; and

B. Collins and the County desire to enter into this Agreement to set forth the terms and conditions upon which Collins has agreed to contribute the Utility Land Property to the County in exchange for the upgrade of the water and sewer transmission lines from Heritage Landing Parkway to the intersection of Joe Ashton Road and State Road 13.

C. Collins is the owner of the Utility Land.

D. Collins is the Developer of the Wells Farm Project (the “Project”) located on the Development Property, which Project is the subject of the Development Agreement. Collins has submitted a Comprehensive Plan Amendment Application (“COMPAMD – 2006000001”) seeking to designate the Development Property as a Rural Center District on the County’s Future Land Use Map (the “Land Use Amendment”).

E. The County has approved the Land Use Amendment for the Development Property.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**I. CONTRIBUTION AND SATISFACTION OF
COLLINS' DEVELOPMENT AGREEMENT OBLIGATIONS**

1.1 Contribution and Acceptance. Pursuant to the terms of this Contribution Agreement, Collins will convey to the County and the County agrees to accept the fee simple title to the Utility Land Property pursuant to the Deed of Dedication described in Section 3.3 hereof to contain a right of reverter in favor of Collins to the extent the County abandons operation of the Improvements for a period of twelve (12) continuous months. For purposes of this Agreement, the Improvements shall include a water storage tank capable of storing up to 1,000,000 gallons of water, a re-pump facility, water line connections thereto, associated buildings and driveways, and installation and maintenance of a 30-foot natural vegetated buffer around the perimeter of the Utility Land Property.

1.2 Satisfaction of Collins' Contribution Obligation Under Development Agreement. Upon the recording of the Deed of Dedication for the Utility Land Property, Collins' obligation under the Development Agreement shall be conclusively deemed satisfied by the County as to the contribution of the Utility Land Property.

II. TITLE AND MAP

2.1 Title Opinion.

(a) Not later than ten (10) days from the Effective Date County shall, at its expense, obtain an opinion of title or other evidence of title for the Utility Land Property from Commonwealth Land Title Insurance Company issued by Clifford B. Newton ("Agent") (the "Title Company") confirming Collins' fee simple ownership of the Utility Land Property subject to those encumbrances and restrictions of record which do not materially interfere with the County's use of the Utility Land Property for the Improvements (the "Title Opinion").

(b) If the Title Opinion contains exceptions or other restrictions of record which materially interfere with use of the Utility Land Property for the Improvements, the County may notify Collins that the County objects to any such matters (the "Title Objections") within ten (10) days after receipt of the Title Opinion. Any title matters reflected in the Title Opinion which are not objected to by the County in a timely manner shall become "Permitted Exceptions".

(c) In the event the County delivers timely notice to Collins of the Title Objections, Collins shall have the option, but not the obligation, to elect to cure such Title Objections or to notify the County that it does not intend to cure the same. In the event Collins elects to cure any such Title Objections, it shall have until the Closing Date to cure such Title Objections. If Collins notifies the County that it does not elect to cure such Title Objections or, after undertaking to cure such Title Objections, is unable to do so, within ten (10) days after receiving such notice, the County may, by written notice, elect to (i) accept title to the Utility Land Property in its then existing condition, in which event such Title Objections shall thereafter be deemed Permitted Exceptions or (ii) terminate this Agreement by written notice to Collins upon which this

Agreement shall thereafter automatically be terminated and the parties shall be released from any further obligations or liabilities under this Agreement.

2.2 Map and Legal Description. Not later than ten (10) days from the Effective Date, Collins shall, at its expense, provide the County with a boundary map and a metes and bounds legal description of the Utility Land Property (the “Map and Legal Description”). The Map and Legal Description shall be used as the legal description of the Utility Land Property conveyed by the Deed of Dedication.

III. CLOSING PROVISIONS

3.1 Closing Date. The consummation of the transaction contemplated by this Agreement (the “Closing”) shall take place sixty (60) days after the Effective Date (the “Closing Date”), which Closing may be extended by County for an additional ninety (90) days by written notice to Collins on or before the Closing Date.

3.2 Location of Closing. The Closing shall be held at the office of Collins’ attorneys, Pappas Metcalf Jenks and Miller, P.A., 245 Riverside Avenue, Suite 400, Jacksonville, Florida 32202, or at such other location as may be mutually agreeable.

3.3 Collins’ Obligation at Closing.

At Closing, Collins shall:

(a) Execute and deliver to the County a deed (the “Deed of Dedication”) conveying the Utility Land Property to the County subject only to the Permitted Exceptions and restrictive covenants: (i) prohibiting use of the Utility Land Property for any purposes other than installation and operation of the Improvements; and (ii) requiring the installation and maintenance of a 30-foot natural vegetative buffer around the perimeter of the Utility Land Property; and (iii) including the right of reversion as described in Section 1.1. The Deed of Dedication shall be in the form attached hereto and made a part hereof as **Exhibit “C.”** The legal description of the Utility Land Property contained in such Deed shall be identical to the legal description of the Utility Land Property contained in the Map and Legal Description.

(b) Execute and deliver to County and the closing attorney the closing statement and any other documents reasonably required by the closing attorney to consummate the transaction contemplated by this Agreement.

3.4 County’s Obligations at Closing.

(a) The County shall accept the Deed of Dedication.

(b) The County shall execute and deliver the closing statement and any other documents reasonably required by the closing attorney to consummate the transaction contemplated by this Agreement.

(c) The County shall execute and deliver the Florida Department of Revenue Transfer of Interest Form DR219.

3.5 Closing Costs.

- (a) At Closing, Collins shall pay:
 - (i) the cost of the Map and Legal Description; and
 - (ii) the cost of satisfying any liens or encumbrances against the Utility Land Property which Collins has elected to cure (except Permitted Exceptions).
- (b) At Closing, the County shall pay:
 - (i) the costs of the documentary stamp tax required to be affixed to the Deed of Dedication; and
 - (ii) the costs of the Title Opinion.
- (c) Each party shall pay any fees to its attorneys or other consultants.

3.6 Prorations. Ad valorem real estate taxes shall be prorated by Collins as of the Closing Date and such prorated amount paid into escrow with the Tax Collector at the Closing.

3.7 Possession. Exclusive possession of the Utility Land Property shall be delivered to County no later than the Closing Date.

IV. REPRESENTATIONS AND WARRANTIES

4.1 Collins' Representation. Collins is authorized to enter into this Agreement and is authorized to perform this Agreement in accordance with its terms and agrees that this Agreement constitutes the valid, binding and enforceable agreement of Collins.

4.2 County's Authority. The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County, having been previously approved by a resolution adopted by the St. Johns Board of County Commissioners (the "Board"), has been the subject of public hearings conducted by the Board as required by law; complies with all requirements of law applicable to the County; does not violate any other agreement to which the County is a party, the Constitution of the State of Florida, or any charter provision, statute, rule, ordinance, judgment or other requirement of law to which the County is subject.

4.3 Maintenance of Improvements. The County agrees that after construction of the Improvements it will maintain the same in accordance with County's standards and with any applicable local state or federal permits for the Improvements. The County will maintain a vegetated buffer around the perimeter of the Utility Land Property in accordance with Screening Standard "B" as set forth in Section 6.06.04B of the County's Land Development Regulations.

4.4 County Construction Obligations. As set forth in the Development Agreement, the County will construct a 16-inch water main and a 10-inch sewer force main extending within the right of way of County Road 13 from Heritage Landing Parkway to the intersection of Joe Ashton Road and State Road 13 (the "Transmission Line Improvements"). The County will commence construction of the Transmission Line Improvements not later than ninety (90) days after engineering and construction plan approval by the County for the initial phase of the Project ("Construction Plan Approval") and shall cause the Transmission Line Improvements to be completed and operational not later than eleven (11) months from Construction Plan Approval. The County will reserve water and sewer transmission capacity within the Transmission Line Improvements for the development of the Project. Other water and sewer transmission capacity will be provided as set forth in the Development Agreement. These County Construction Obligations will survive the closing.

V. REMEDIES FOR DEFAULT

5.1 Default by Collins. If Collins fails to consummate the transaction contemplated by this Agreement for any reason, except County's default or failure of the conditions set forth in Section 2.1, the County's sole and exclusive remedy shall be to bring an action for specific performance of this Agreement. The County may not seek monetary damages for Collins' failure to close and the County hereby expressly waives the right to a suit for damages for Collins' failure to close.

5.2 Default by County. If the County fails to consummate the transaction contemplated by this Agreement for any reason, except Collins' default, Collins' sole and exclusive remedy shall be to bring an action for specific performance of this Agreement. Collins may not seek monetary damages for failure to close and expressly waives the right to a suit for damages for County's failure to close. If the County breaches any open obligations under this Agreement, Collins shall be entitled to all remedies available at law or in equity including the remedy of specific performance.

VI. MISCELLANEOUS

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

6.2 No Third Party Beneficiaries. This contract constitutes an agreement between Collins and the County as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall it be construed to create any rights or

remedies as to third parties. No party shall constitute a third party beneficiary to the terms of this Agreement.

6.3 Survival. The responsibility of either party for any undertaking to be performed after Closing shall survive Closing.

6.4 Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services, postage prepaid, to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notices deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, the address of the County shall be:

St. Johns County Utility Department
1205 State Road 16
St. Augustine, Florida 32084
Attn: Director of Utilities

with copy to:

St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084
Attn: County Attorney

The address of Collins shall be:

The Collins Group
3840 Crown Point Road, Suite A
Jacksonville, Florida 32257
Attention: Joe Collins

with copy to:

Pappas Metcalf Jenks and Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202
Attn: M. Lynn Pappas, Esq.

6.5 Entire Agreement; Modification. This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified, or terminated except by an instrument in writing signed by the party against which the enforcement is sought.

6.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

6.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6.8 Counterparts. This Agreement and any of the Closing documents called for in this Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

6.9 Interpretation. Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party. Any terms not defined herein shall have the meaning set forth in the Development Agreement.

6.10 Severability. Except for the reverter provisions contained in Section 1.1, if any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

6.11 Recording. Both parties agree that this Agreement shall not be recorded.

6.12 Waiver. Either party reserves the right to waive in whole or part any provision which is for such party's benefit. No such waiver shall be effective unless it is in writing. Any waiver shall be limited to the matter specified in the writing. No waiver shall be considered a waiver of any other or subsequent default and no delay or omission in exercising the rights and powers granted herein shall be construed as a waiver of such rights and powers.

6.13 Time of Essence. Time shall be of the essence of this Agreement. In the event any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended to the next business day.

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IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

J. DANIEL COLLINS AND/OR ASSIGNS,
an Individual

By: _____

(Print Name) _____

Name: J. Daniel Collins

Date: _____

(Print Name) _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
200__, by **J. DANIEL COLLINS**, an Individual.

(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

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY

By: _____

(Print Name) _____

Name: _____

Its: _____

(Print Name) _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
200__, by _____, as _____ of **ST. JOHNS COUNTY,**
FLORIDA.

(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

LIST OF EXHIBITS

Exhibit "A" - Development Property

Exhibit "B" - Utility Land Property

Exhibit "C" - Deed of Dedication

EXHIBIT "A"

DEVELOPMENT PROPERTY

A PORTION OF SECTIONS 25, 26, 35 AND 36, TOWNSHIP 6 SOUTH,
AND A PORTION OF SECTIONS 1 AND 2 TOWNSHIP 7 SOUTH, ALL OF
RANGE 27 EAST,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 (ONE HALF) OF THE SOUTHWEST 1/4 (ONE QUARTER)
OF SAID SECTION 25, LYING SOUTHWESTERLY OF THE JOE ASHTON
ROAD, (AS NOW ESTABLISHED), SAID SECTION 25.

TOGETHER WITH:

THE EAST 1/2 (ONE HALF) OF THE SOUTHEAST 1/4 (ONE QUARTER),
AND THE EAST 10, (TEN), ACRES OF THE SOUTHWEST 1/4 (ONE
QUARTER) OF THE SOUTHEAST 1/4 (ONE QUARTER), ALSO THE WEST
1/2 (ONE HALF) OF THE EAST 1/2 (ONE HALF) OF THE NORTHEAST
1/4 (ONE QUARTER) LYING WEST OF THE LANDS DESCRIBED IN
DEED BOOK 33, PAGE 49 AND SOUTHEASTERLY OF COUNTY ROAD 13,
ALL LYING IN SAID SECTION 26.

TOGETHER WITH:

THE NORTH 1/2 (ONE HALF) OF THE NORTHWEST 1/4 (ONE QUARTER)
LYING SOUTHWEST OF JOE ASHTON ROAD, (AS NOW ESTABLISHED)
AND THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS
902, PAGE 651, OF THE PUBLIC RECORDS, St. JOHNS COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36,
THENCE NORTH 01°28'41" WEST, 2118.66 FEET; THENCE SOUTH
89°52'15" EAST, 2316.76 FEET; THENCE SOUTH 27°28'51" EAST,
1452.23 FEET; THENCE NORTH 58°30'00" EAST, 3.25 FEET;
THENCE SOUTH 26°25'43" EAST, 165.14 FEET; THENCE SOUTH
52°22'14" WEST, 389.55 FEET; THENCE SOUTH 00°26'43" WEST,
437.47 FEET; THENCE SOUTH 89°56'26" WEST, 2696.64 FEET TO
THE POINT OF BEGINNING, ALSO THE SOUTH 1/2 (ONE HALF) OF
THE NORTH 1/2 (ONE HALF), LYING SOUTHWESTERLY OF JOE ASHTON
ROAD, BEING BOUNDED ON THE SOUTHEAST BY THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1653, PAGE 706,
ALL LYING IN SAID SECTION 36.

TOGETHER WITH:

THE EAST 1/2 OF THE NORTHEAST 1/4 (ONE QUARTER), AND ALL OF
GOVERNMENT LOT 1, ALL LYING IN SAID SECTION 35.

TOGETHER WITH:

THE NORTH 1/2 (ONE HALF) OF THE NORTHWEST 1/4 (ONE
QUARTER), OF SAID SECTION 1.

TOGETHER WITH:

THE WEST 1/4 (ONE QUARTER) OF THE SOUTHEAST 1/4 (ONE QUARTER) OF THE NORTHEAST 1/4 (ONE QUARTER), AND THE SOUTHEAST 1/4 (ONE QUARTER) OF THE NORTHWEST 1/4 (ONE QUARTER), AND THE SOUTHWEST 1/4 (ONE QUARTER) OF THE NORTHEAST 1/4 (ONE QUARTER), AND THE NORTHEAST 1/4 (ONE QUARTER) OF THE SOUTHWEST 1/4 (ONE QUARTER) LYING NORTH OF COUNTY ROAD 208 AND EAST OF THE LANDS DESCRIBED AND RECORDED IN DEED BOOK 231, PAGE 98 OF THE PUBLIC RECORDS, St JOHNS COUNTY, FLORIDA, AND THE NORTHEAST 1/4 (ONE QUARTER) OF THE NORTHEAST 1/4 (ONE QUARTER), AND THE NORTHWEST 1/4 (ONE QUARTER) OF THE NORTHEAST 1/4 (ONE QUARTER), ALSO THE NORTH 1/2 (ONE HALF) OF THE NORTHWEST 1/4 (ONE QUARTER), LESS AND EXCEPT THE WEST 3/4 (THREE QUARTERS), OF THE NORTHWEST 1/4 (ONE QUARTER) OF THE NORTHWEST 1/4 (ONE QUARTER), ALL LYING IN SAID SECTION 2.

LESS AND EXCEPT

A PORTION OF SECTIONS 25 AND 36, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 25, WITH THE WESTERLY LINE OF JOE ASHTON ROAD (A COUNTY MAINTAINED RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 16°38'56" EAST, 103.88 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 16°38'56" EAST, 805.31 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 3: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1065.99 FEET, AN ARC DISTANCE OF 434.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°19'04" EAST, 431.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 39°59'11" EAST, 372.61 FEET; THENCE SOUTH 58°29'02" WEST, DEPARTING LAST SAID LINE, 375.39 FEET; THENCE SOUTH 03°07'56" EAST, 413.02 FEET; THENCE SOUTH 88°57'12" WEST, 360.53 FEET; THENCE NORTH 03°32'42" WEST, 295.49 FEET; THENCE NORTH 27°58'25" WEST, 84.17 FEET; THENCE NORTH 02°49'33" WEST, 1118.05 FEET; THENCE NORTH 12°34'55" WEST, 403.26 FEET; THENCE NORTH 46°51'49" EAST, 252.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING A NET ACREAGE OF 885 ACRES MORE OR LESS.

FOR: THE COLLINS GROUP

EXHIBIT "B"

UTILITY LAND PROPERTY

PARCEL "A"

A PORTION OF THE SECTION 26, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26; THENCE SOUTH 89°33'01" WEST, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST ONE-QUARTER, 707.07 TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 504 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°31'45" WEST, ALONG SAID LINE AND ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 502 OF SAID PUBLIC RECORDS, 1094.50 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY AND WESTERLY, CONTINUING ALONG SAID WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 502, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 00°31'45" WEST, 261.37 FEET; COURSE NO. 2: SOUTH 89°48'47" WEST, 300.00 FEET; THENCE SOUTH 00°31'45" EAST, 261.37 FEET; THENCE NORTH 89°48'47" EAST, 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.80 ACRES, MORE OR LESS.

PARCEL "B"

A PORTION OF THE SECTION 26, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, LYING 40.00 FEET LEFT OF, WHEN MEASURED AT RIGHT ANGLES, TO THE FOLLOWING DESCRIBED LINES:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26; THENCE SOUTH 89°33'01" WEST, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST ONE-QUARTER, 707.07 TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 504 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°31'45" WEST, ALONG LAST SAID LINE AND ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 502 OF SAID PUBLIC RECORDS, 1355.87 FEET; THENCE WESTERLY AND NORTHERLY, CONTINUING ALONG SAID WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1127, PAGE 502, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 89°48'47" WEST, 300.00 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 89°48'47" WEST, 40.56 FEET; COURSE NO. 3: NORTH 00°15'07" WEST, 292.94 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 13 (A 100 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED) AND THE POINT OF TERMINATION, SAID LANDS BEING BOUNDED ON THE SOUTHEAST BY A LINE BEARING SOUTH 00°31'45" EAST, AND PASSING THROUGH THE POINT OF BEGINNING, AND BEING BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 13, SAID LINE BEARING SOUTH 42°26'27" WEST, AND PASSING THROUGH THE POINT OF TERMINATION.

IT IS THE INTENT OF THE ABOVE DESCRIBED LANDS THAT THE SIDELINES BE LENGTHENED AND/OR SHORTENED, AS NECESSARY, TO FORM A SINGLE, CONTINUOUS PARCEL 40.00 FEET IN WIDTH.

CONTAINING 14,074 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

DEED OF DEDICATION

PREPARED BY AND
RETURN TO:

Marcia Tjoflat, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

**DEED OF DEDICATION
UTILITY PROPERTY**

THIS INDENTURE, made this ____ day of _____, 2007, between **J. DANIEL COLLINS AND ASSIGNS**, an individual, whose address is 3840 Crown Point Road, Suite A, Jacksonville, Florida 32257 hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called Grantee.

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

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

TO HAVE AND HOLD the same unto the Grantees, its successors and assigns forever, in fee simple for public utilities, including therein the right to construct, maintain, and operate, either above or below the surface of the ground, electric light and power, water, sewer, and drainage lines.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

{This space left blank intentionally}

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

**Signed and Sealed
in Our Presence:**

**J. DANIEL COLLINS AND ASSIGNS,
an individual**

Name Printed: _____

By: _____

Its: _____

Name Printed: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of J. DANIEL COLLINS AND ASSIGNS, an individual. He/She is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

The Property