

**RESOLUTION NO. 2008- 86**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH THE NOCATEE DRI DEVELOPMENT ORDER; ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, SONOC Company LLC, a Delaware limited liability company, (hereinafter referred to as "SONOC" or "Owner") is the owner of a majority of the Nocatee DRI property, located within the Nocatee DRI Development Area; and

**WHEREAS**, The PARC Group, Inc., (hereinafter referred to as "Developer") is the Developer for the Nocatee DRI; and

**WHEREAS**, D.D.I., Inc. (hereinafter referred to as "DDI") is an affiliate of SONOC and the owner of certain land adjacent to the County's Property (as defined below); and

**WHEREAS**, Owner has requested an exchange of Real Property, pursuant to Section 125.37, Florida Statutes, for the consistent development of the Nocatee DRI; and

**WHEREAS**, St. Johns County (hereinafter referred to as "County") is the owner of property located adjacent to property owned by SONOC and DDI, which is attached hereto and incorporated herein by reference on Exhibit "A", (the "County's Property"); and

**WHEREAS**, SONOC requests to incorporate the County's Property into their development by virtue of a conveyance of the property from the County to SONOC, as more particularly described in the County Deed, which is attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, in consideration for the County's Property, SONOC desires to dedicate or cause the dedication to the County of comparable property described as a portion of right-of-way for the Racetrack Road Extension, which is being constructed pursuant to the Nocatee DRI Development Order (the "DO"), with an estimated value equal to, but not exceeding the value of those lands granted to SONOC by the County; and

**WHEREAS**, approval of this property exchange will allow for the construction of the Nocatee Development, consistent with the DO, which will ultimately be beneficial to the community and to the County; and

**WHEREAS**, the Board of County Commissioners of St. Johns County finds that this exchange is done in the best interest of the County; and

**WHEREAS**, said proposed exchange 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:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The exchange of property is hereby approved by the Board of County Commissioners.

Section 3. The Board of County Commissioners of St. Johns County, hereby approves the terms of the Land Exchange Agreement with SONOC, which is attached hereto and incorporated herein by reference as Exhibit "C," and authorizes the County Administrator to execute and deliver the document and move forward to close this transaction.

Section 4. The Board of County Commissioners of St. Johns County elects to not reserve any right, title or interest with respect to any phosphate, minerals, metals or petroleum under Florida Statutes 270.11(1) with respect to the County's Property because such reservation would adversely affect financing and development of the County's Property.

**PASSED AND ADOPTED**, this 1<sup>st</sup> day of April, 2008.

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

By: Thomas Manuel

Thomas Manuel, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman

Deputy Clerk

**RENDITION DATE** 4/18/08

## Exhibit A

### County Road No. 210 Abandonment Parcel 1

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 2, thence South  $89^{\circ}05'52''$  West, along the Southerly line of said Section 2, a distance of 1763.12 feet; thence North  $00^{\circ}54'08''$  West, departing said Southerly line, 661.84 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence South  $71^{\circ}43'27''$  West, along said Southeasterly right of way line of County Road No. 210, a distance of 580.12 feet to a point lying on the Easterly right of way line of Coastal Ridge Boulevard, a variable width right of way as presently established, said point being a point on a curve concave Northwesterly, having a radius of 2575.00 feet; thence Northeasterly, departing said Southeasterly right of way line, along said Easterly right of way line, and along the arc of said curve, through a central angle of  $04^{\circ}09'50''$ , an arc length of 187.13 feet to a point on said curve, said point lying on the Northwesterly right of way line of said County Road No. 210, said arc being subtended by a chord bearing and distance of North  $39^{\circ}24'52''$  East, 187.09 feet; thence North  $71^{\circ}43'27''$  East, departing said Easterly right of way line and along said Northwesterly right of way line, 125.35 feet to a point on a curve concave Northerly, having a radius of 490.00 feet, said point lying on the Southerly right of way line of Palm Valley Road, a 100 foot right of way as presently established; thence Easterly, departing said Northwesterly right of way line, along said Southerly right of way line, and along the arc of said curve, through a central angle of  $37^{\circ}15'28''$ , an arc length of 318.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $89^{\circ}38'49''$  East, 313.05 feet.

Containing 0.68 acres, more or less.

### County Road No. 210 Abandonment Parcel 2

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 31, thence South  $01^{\circ}10'10''$  East, along the Westerly line of Section 6, Township 5 South, Range 29 East, said St. Johns County, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established; thence North  $55^{\circ}22'18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ}19'25''$  East,

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continuing along said Southeasterly right of way line, 758.17 feet to a point lying on the Northerly right of way line of Preservation Trail, a variable width right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence North  $58^{\circ}25'07''$  West, departing said Southeasterly right of way line of County Road No. 210 and along said Northerly right of way line of Preservation Trail, 24.96 feet to the point of curvature of a curve concave Southwesterly, having a radius of 956.00 feet; thence Northwesterly, continuing along said Northerly right of way line and along the arc of said curve, through a central angle of  $05^{\circ}09'39''$ , an arc length of 86.11 feet to a point on said curve, said point lying on the Northwesterly right of way line of said County Road No. 210, said arc being subtended by a chord bearing and distance of North  $60^{\circ}59'56''$  West, 86.08 feet; thence North  $55^{\circ}19'25''$  East, departing said Northerly right of way line and along said Northwesterly right of way line, 4378.81 feet to a point lying on the Southerly right of way line of Nocatee Parkway, a variable width right of way as presently established; thence South  $87^{\circ}28'14''$  East, departing said Northwesterly right of way line and along said Southerly right of way line, 165.38 feet to a point lying on said Southeasterly right of way line of County Road No. 210; thence South  $55^{\circ}19'25''$  West, departing said Southerly right of way line and along said Southeasterly right of way line, 4462.31 feet to the Point of Beginning.

Containing 10.15 acres, more or less.

**County Road No. 210  
Abandonment Parcel 3**

A portion of Sections 31 and 32, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 31, thence South  $01^{\circ}10'10''$  East, along the Westerly line of Section 6, Township 5 South, Range 29 East, said St. Johns County, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established; thence North  $55^{\circ}22'18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ}19'25''$  East, continuing along said Southeasterly right of way line, 6510.54 feet to a point lying on the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence Westerly, departing said Southeasterly right of way line of County Road No. 210, along said Northerly right of way line of Nocatee Parkway, and along the arc of a curve concave Northerly, having a radius of 4890.01 feet, through a central angle of  $00^{\circ}08'41''$ , an arc length of 12.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $83^{\circ}43'27''$  West, 12.34 feet; thence South  $81^{\circ}28'32''$  West, continuing along said Northerly right of way line and along a non-tangent bearing, 213.56 feet to a point lying on the Northwesterly right of

way line of said County Road No. 210; thence North  $55^{\circ}19'25''$  East, departing said Northerly right of way line and along said Northwesterly right of way line, 631.33 feet to a point on a curve concave Northerly, having a radius of 345.25 feet, said point lying on the Southerly right of way line of Palm Valley Road, an 80 foot right of way as presently established; thence Easterly, departing said Northwesterly right of way line, along said Southerly right of way line, and along the arc of said curve, through a central angle of  $43^{\circ}47'58''$ , an arc length of 263.92 feet to a point on said curve, said point lying on said Southeasterly right of way line of County Road No. 210, said arc being subtended by a chord bearing and distance of North  $78^{\circ}10'16''$  East, 257.55 feet; thence South  $55^{\circ}19'25''$  West, departing said Southerly right of way line and along said Southeasterly right of way line, 666.11 feet to the Point of Beginning.

Containing 1.39 acres, more or less.



**Exhibit B**

This Instrument Prepared By:  
Paras J. Desai, Assistant County Attorney  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**COUNTY DEED**

**THIS DEED**, made this \_\_\_ day of \_\_\_\_\_, 2008, by **THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA**, whose address is County Administration Building, 4020 Lewis Speedway, hereinafter "Grantor", to **SONOC COMPANY, LLC**, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, 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) Florida Statutes, 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"), SUCH PROPERTY BEING A PORTION OF THE FORMER RIGHT OF WAY OF PALM VALLEY ROAD (FORMERLY STATE ROAD 210).

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Grantor elects to not reserve any right, title or interest with respect to any phosphate, minerals, metals or petroleum under Florida Statutes Section 270.11(1) with respect to the Property, and all such right, title and interest is included in the grant of the Property to Grantee.

**THIS COUNTY DEED** is subject to the following 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;  
and

c. Agreements, conditions, easements, covenants, reservations, and restrictions of record, if any, (which shall not operate to reimpose same);

**AND** Grantor hereby renounces and disclaims any rights of the Grantor and the public in and to such land.

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

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

BY: \_\_\_\_\_  
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 \_\_\_\_\_, 2008, by \_\_\_\_\_, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board. Who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_



Exhibit A to County Deed

County Road No. 210  
Abandonment Parcel 1

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Containing 1.39 acres, more or less.

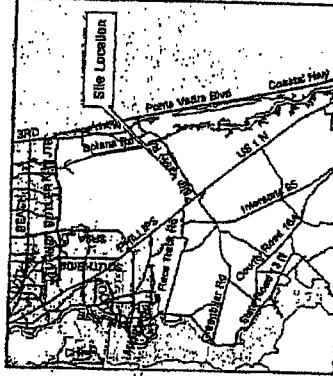
CR 210

### Location Map

Source: England, Thibault & Miller, Inc.

#### Legend

- Roadway Links
- Street Centerlines
- Parcel Locations



**E** NTS  
**England-Thibault & Miller, Inc.**  
Surveyors • Planners • Architects • Surveyors • Engineers • Technicians  
10000 Orange Park Blvd, Suite 100, Orange Park, FL 32067  
Phone: 321-286-1111 Fax: 321-286-1112  
www.english-thibault.com

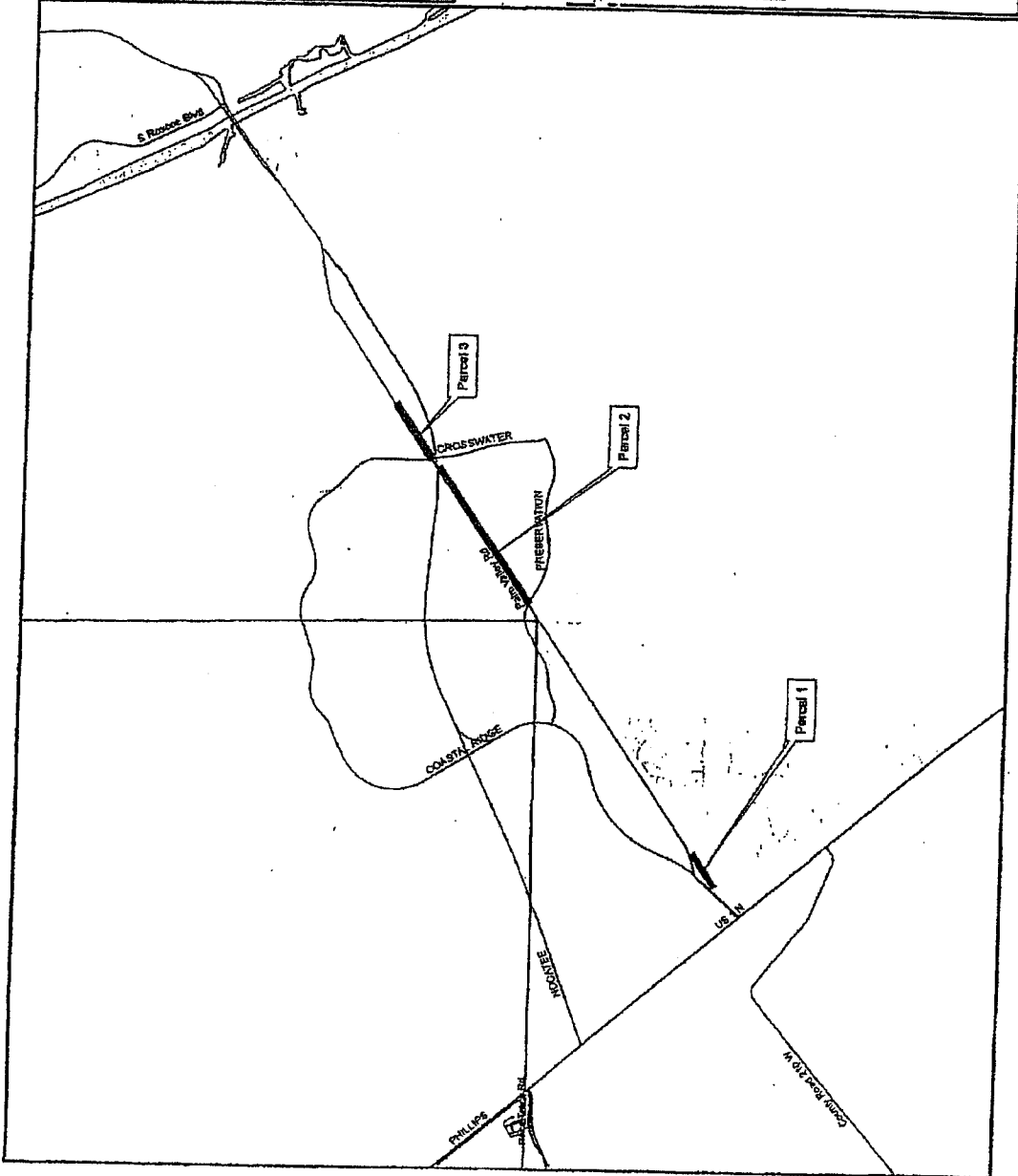


Exhibit C

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between SONOC Company LLC, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224-9631 and ST. JOHNS COUNTY FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "County"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**RECITALS:**

**WHEREAS**, SONOC Company LLC, a Delaware limited liability company, (hereinafter referred to as "SONOC" or "Owner"), is the owner of a majority of the Nocatee DRI property located within the Nocatee Development of Regional Impact Development Area (hereinafter referred to as "Nocatee DRI"); and

**WHEREAS**, The PARC Group, Inc., (hereinafter referred to as the "Developer") is the Developer for the Nocatee DRI; and

**WHEREAS**, D.D.I., Inc. (hereinafter referred to as "DDI") is an affiliate of SONOC and the owner of certain land adjacent to the County's Property (as defined below); and

**WHEREAS**, Owner has requested an exchange of real property, pursuant to Section 125.37, Florida Statutes, for the consistent development of the Nocatee DRI; and

**WHEREAS**, St. Johns County is the owner of property (hereinafter referred to as "County's Property"), located adjacent to property owned by SONOC and DDI, which is attached hereto and incorporated herein by reference as Exhibit "A"; and

**WHEREAS**, SONOC requests to incorporate the County's Property into their development by virtue of a conveyance of County's Property from the County to SONOC, as more particularly described in the County Deed, which is attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, in consideration for the County's Property, SONOC desires to dedicate or cause the dedication to the County of comparable property described as a portion of right-of-way for the Racetrack Road Extension, being constructed pursuant to the Nocatee DRI Development Order (the "DO"), with an estimated value equal to, but not exceeding the value of those lands granted to SONOC by the County, (hereinafter referred to as "Racetrack Road Exchange Parcel"); and

**WHEREAS**, approval of this property exchange will allow for the construction of the Nocatee Development, consistent with the DO, which will ultimately be beneficial to the community and to the County; and

**WHEREAS**, the Board of County Commissioners of St. Johns County finds this exchange is done in the best interest of the County; and

**WHEREAS**, said proposed exchange has been advertised in accordance with Section 125.37, Florida Statutes.

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

**Section 1. RECITALS.** The parties agree that the matters set forth in the Recitals are true and correct, and are incorporated herein and made a part hereof.

**Section 2. CONVEYANCE OF PROPERTY.** SONOC, within five (5) years, shall dedicate or cause to be dedicated to the County in fee simple the Racetrack Road Exchange Parcel, with an estimated value equal to, but not exceeding the value of the County's Property. The County's Property and the Racetrack Road Exchange Parcel are in exchange for each other. The exchange has been advertised in accordance with Section 125.37, Florida Statutes. No impact fee credits shall be given by the County for the Racetrack Road Exchange Parcel to be dedicated pursuant to this Section 2. The remainder of the right-of-way for the Racetrack Road Extension to be dedicated to the County, pursuant to the DO, is not subject to or affected by this Agreement. Without limitation of the foregoing, only the value of the Racetrack Road Exchange Parcel (which value will be equal to the value of the County's Property) will be subject to the above waiver of impact fee credits.

**Section 3.** The County Deed, the contents of which are contained in the form, which is attached hereto as Exhibit "B," is hereby approved for execution by the Chairman of the Board. The County elects to not reserve any right, title or interest with respect to any phosphate, minerals, metals or petroleum under Florida Statutes 270.11(1) with respect to the County's Property because such reservation would adversely affect financing and development of the County's Property. The Clerk will record the original County Deed in the Public Records of St. Johns County, Florida.

**Section 4.** SONOC shall dedicate or cause to be dedicated to the County in fee simple the Racetrack Road Exchange Parcel, a parcel of property which has an estimated value equal to, but not exceeding the value of the County's Property.

**Section 5.** Prior to dedication of the Racetrack Road Exchange Parcel, SONOC shall provide the St. Johns County Real Estate Division (the "Real Estate Division") with an appraisal of the value for the Racetrack Road Exchange Parcel and the County's Property. The appraisal will be performed by an appraisal company approved by the Real Estate Division. The County's Property shall be appraised at the 2008 entitled value for the property. The appraisal of the Racetrack Road Exchange Parcel shall be done contemporaneously with the dedication of that parcel. Thereafter, SONOC shall dedicate or cause the dedication to the County in fee simple the Racetrack Road Exchange Parcel, which shall be equal in value to the County's Property, as provided in Section 2 above.

**Section 6.** The dedication of the Racetrack Road Exchange Parcel to St. Johns County is hereby approved and the Clerk is instructed to record the original dedication instruments in the Public Records of St. Johns County, Florida upon the delivery thereof.

**Section 7. REPRESENTATIONS AND WARRANTIES BY SONOC.**

SONOC hereby represents and warrants to the County as follows:

- a. Except as set forth in this Agreement, there is no known litigation or administrative proceeding pending or threatened which affects the future portions of the Racetrack Road Exchange Parcel, which will connect County Road 210 and Racetrack Road.
- b. There are no known violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the Racetrack Road Exchange Parcel, and SONOC has not received notice of any such violation.
- c. SONOC is the owner in fee simple of the proposed area that will be used for the Racetrack Road Exchange Parcel.

**Section II. REPRESENTATIONS AND WARRANTIES BY COUNTY.**

County hereby represents and warrants to SONOC as follows:

- a. County is a public body, corporate and politic, organized under the laws of the State of Florida that has full power and authority to execute this Agreement and to perform the obligations of County hereunder. The individual executing this Agreement on behalf of the County is authorized and empowered to execute this Agreement on behalf of County, and the execution of this Agreement by said individual shall bind County to the terms and conditions of this Agreement.
- b. There is no known litigation or administrative proceeding, pending or threatened, which affects the Project, title to the property described on the attached Exhibit "B," or any portion thereof.
- c. County is the owner of the portions of property as described on Exhibit "B."

**Section 8. SEVERABILITY.** In the event any stipulation, portion, or section of any stipulation contained herein shall be declared, determined to be, or adjudged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall in no manner affect the approval granted herein. The other stipulations, portion, or section of a stipulation so declared determined to be or adjudged invalid, illegal, or unconstitutional were not originally a part hereof.

**Section 9. MISCELLANEOUS.** This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in negotiation and preparation hereof and accordingly this Agreement shall not be more strictly construed against any one of the parties hereto. All Parties agree this Agreement is bound by the terms of the County's Road Impact Fee Ordinance, where applicable, and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances, the general intent of this Agreement shall be followed, whereby the County should receive property valued equal to the property transferred by the County for the transferred property to the Owner, as described on Exhibit "B."

**Section 10. SUCCESSOR AGENCIES.** Whenever, within the terms of the stipulation, reference is made to a department, agency, board, commission, or other instruments of the federal, state, or municipal governments, it is understood such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and designated as successors in interest or other, which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations.

**Section 11. FEES AND COSTS.** All fees and costs (including but not limited to fees and expenses of architects, engineers, and other professionals) associated with the performance of this transfer shall be borne solely by SONOC.

**Section 12. ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties with respect to the project and the exchange of the property, as described on Exhibit "B," for the Racetrack Road Exchange Parcel is set forth in this Agreement. This instrument may be amended only by an instrument in writing and signed by the parties hereto.

**Section 13. 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 and shall not be deemed to be a continuing waiver of any future matter.

**Section 14. TIME OF ESSENCE.** Time is of the essence with respect to the provisions of this Agreement which provides time periods for the taking of actions by the parties.

**Section 15. 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, certified or overnight mail, reputable overnight courier service, or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to SONOC:                    Pappas Metcalf Jenks & Miller, P.A.  
   Thomas O. Ingram, Esq.  
   245 Riverside Ave., Suite 400



Jacksonville, Florida 32202

Gregory J. Barbour  
Nocatee Development Company  
4314 Pablo Oaks Court  
Jacksonville, Florida 32224

As to the County: Michael D. Wanchick  
County Administrator  
St. Johns County, Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084

Patrick McCormack, County Attorney  
St. Johns County, Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084

Any notice or demand such served shall constitute proper notice hereunder upon delivery to the United States Postal Service or such overnight courier.

**Section 16. NO ENCUMBRANCES.** Nothing herein shall constitute a lien or encumbrance or other title matter affecting title to the County's Property, the Racetrack Road Exchange Parcel, or any other real property.

**Section 17. EXHIBITS.** All Exhibits, which are attached hereto, are incorporated herein by reference to the same extent as such Exhibits were included in the body or Recitals of this Agreement verbatim.

**Section 18. NO RECORDING.** Neither this Agreement nor any notice memorandum or other notice or document related hereto other than the County Deed and dedication instrument exchanging the parcels shall be recorded without prior written consent of both the County and SONOC.

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

Witness:

**SONOC Company, LLC,  
a Delaware limited liability company**

\_\_\_\_\_

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

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

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

Its \_\_\_\_\_

\_\_\_\_\_

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

**ST. JOHNS COUNTY, FLORIDA**

Witness:

\_\_\_\_\_

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

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

Michael D. Wanchick

\_\_\_\_\_

County Administrator

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

**CONSENT AND JOINDER**

The undersigned Developer and DDI hereby join herein to evidence their agreement to the terms hereof:

Witness:

**THE PARC GROUP, INC.,  
a Florida corporation**

\_\_\_\_\_

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

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

Its \_\_\_\_\_

\_\_\_\_\_

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

Witness:

**DDI, Inc.,  
a Florida corporation**

\_\_\_\_\_

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

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

Its \_\_\_\_\_

\_\_\_\_\_

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

**Exhibit A to Agreement**

**County Road No. 210  
Abandonment Parcel 1**

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 2, thence South 89°05'52" West, along the Southerly line of said Section 2, a distance of 1763.12 feet; thence North 00°54'08" West, departing said Southerly line, 661.84 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence South 71°43'27" West, along said Southeasterly right of way line of County Road No. 210, a distance of 580.12 feet to a point lying on the Easterly right of way line of Coastal Ridge Boulevard, a variable width right of way as presently established, said point being a point on a curve concave Northwesterly, having a radius of 2575.00 feet; thence Northeasterly, departing said Southeasterly right of way line, along said Easterly right of way line, and along the arc of said curve, through a central angle of 04°09'50", an arc length of 187.13 feet to a point on said curve, said point lying on the Northwesterly right of way line of said County Road No. 210, said arc being subtended by a chord bearing and distance of North 39°24'52" East, 187.09 feet; thence North 71°43'27" East, departing said Easterly right of way line and along said Northwesterly right of way line, 125.35 feet to a point on a curve concave Northerly, having a radius of 490.00 feet, said point lying on the Southerly right of way line of Palm Valley Road, a 100 foot right of way as presently established; thence Easterly, departing said Northwesterly right of way line, along said Southerly right of way line, and along the arc of said curve, through a central angle of 37°15'28", an arc length of 318.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 89°38'49" East, 313.05 feet.

Containing 0.68 acres, more or less.

**County Road No. 210  
Abandonment Parcel 2**

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 31, thence South 01°10'10" East, along the Westerly line of Section 6, Township 5 South, Range 29 East, said St. Johns County, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established; thence North 55°22'18" East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North 55°19'25" East,

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continuing along said Southeasterly right of way line, 758.17 feet to a point lying on the Northerly right of way line of Preservation Trail, a variable width right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence North  $58^{\circ}25'07''$  West, departing said Southeasterly right of way line of County Road No. 210 and along said Northerly right of way line of Preservation Trail, 24.96 feet to the point of curvature of a curve concave Southwesterly, having a radius of 956.00 feet; thence Northwesterly, continuing along said Northerly right of way line and along the arc of said curve, through a central angle of  $05^{\circ}09'39''$ , an arc length of 86.11 feet to a point on said curve, said point lying on the Northwesterly right of way line of said County Road No. 210, said arc being subtended by a chord bearing and distance of North  $60^{\circ}59'56''$  West, 86.08 feet; thence North  $55^{\circ}19'25''$  East, departing said Northerly right of way line and along said Northwesterly right of way line, 4378.81 feet to a point lying on the Southerly right of way line of Nocatee Parkway, a variable width right of way as presently established; thence South  $87^{\circ}28'14''$  East, departing said Northwesterly right of way line and along said Southerly right of way line, 165.38 feet to a point lying on said Southeasterly right of way line of County Road No. 210; thence South  $55^{\circ}19'25''$  West, departing said Southerly right of way line and along said Southeasterly right of way line, 4462.31 feet to the Point of Beginning.

Containing 10.15 acres, more or less.

**County Road No. 210  
Abandonment Parcel 3**

A portion of Sections 31 and 32, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 31, thence South  $01^{\circ}10'10''$  East, along the Westerly line of Section 6, Township 5 South, Range 29 East, said St. Johns County, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established; thence North  $55^{\circ}22'18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ}19'25''$  East, continuing along said Southeasterly right of way line, 6510.54 feet to a point lying on the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence Westerly, departing said Southeasterly right of way line of County Road No. 210, along said Northerly right of way line of Nocatee Parkway, and along the arc of a curve concave Northerly, having a radius of 4890.01 feet, through a central angle of  $00^{\circ}08'41''$ , an arc length of 12.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $83^{\circ}43'27''$  West, 12.34 feet; thence South  $81^{\circ}28'32''$  West, continuing along said Northerly right of way line and along a non-tangent bearing, 213.56 feet to a point lying on the Northwesterly right of

way line of said County Road No. 210; thence North 55°19'25" East, departing said Northerly right of way line and along said Northwesterly right of way line, 631.33 feet to a point on a curve concave Northerly, having a radius of 345.25 feet, said point lying on the Southerly right of way line of Palm Valley Road, an 80 foot right of way as presently established; thence Easterly, departing said Northwesterly right of way line, along said Southerly right of way line, and along the arc of said curve, through a central angle of 43°47'58", an arc length of 263.92 feet to a point on said curve, said point lying on said Southeasterly right of way line of County Road No. 210, said arc being subtended by a chord bearing and distance of North 78°10'16" East, 257.55 feet; thence South 55°19'25" West, departing said Southerly right of way line and along said Southeasterly right of way line, 666.11 feet to the Point of Beginning.

Containing 1.39 acres, more or less.



Exhibit B to Agreement

This Instrument Prepared By:  
Paras J. Desai, Assistant County Attorney  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**COUNTY DEED**

**THIS DEED**, made this \_\_\_ day of \_\_\_\_\_, 2008, by **THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA**, whose address is County Administration Building, 4020 Lewis Speedway, hereinafter "Grantor", to **SONOC COMPANY, LLC**, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, 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) Florida Statutes, 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"), SUCH PROPERTY BEING A PORTION OF THE FORMER RIGHT OF WAY OF PALM VALLEY ROAD (FORMERLY STATE ROAD 210).

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Grantor elects to not reserve any right, title or interest with respect to any phosphate, minerals, metals or petroleum under Florida Statutes Section 270.11(1) with respect to the Property, and all such right, title and interest is included in the grant of the Property to Grantee.

**THIS COUNTY DEED** is subject to the following 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;  
and



c. Agreements, conditions, easements, covenants, reservations, and restrictions of record, if any, (which shall not operate to reimpose same);

**AND** Grantor hereby renounces and disclaims any rights of the Grantor and the public in and to such land.

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

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

BY: \_\_\_\_\_  
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 \_\_\_\_\_, 2008, by \_\_\_\_\_, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board. Who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_

Exhibit A to County Deed

County Road No. 210  
Abandonment Parcel 1

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Containing 0.68 acres, more or less.

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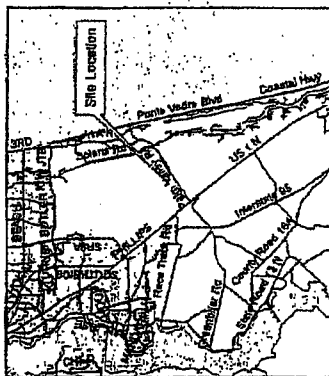
CR 210

Location Map

English, Thibault & Miller, Inc.

Legend

- Roadway Links
- Street Centerlines
- Parcel Locations



ENTS

English, Thibault & Miller, Inc.

