

RESOLUTION NO. 2010- 228

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND CONDITIONS OF A USE AGREEMENT BY AND BETWEEN LAS CALINAS AMENITY CLUB ASSOCIATION, INC. AND ST. JOHNS COUNTY AND AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Las Calinas Amenity Club Association, Inc. (the "Association") has been formed to assure the perpetual and continuous operation, maintenance, repair and replacement of certain common property and entrance way areas located within the residential community commonly known as Las Calinas (the "Property"); and

WHEREAS, the Association desires to obtain certain permits from the County, whereby the Association, or its contractors, agents or employees will be allowed to install, construct, operate, maintain, repair and replace the following improvements: street lighting, enhanced landscaping and irrigation (the "Improvements") within the rights-of-way that have been or will be dedicated to St. Johns County (the "County") that are adjacent to the Property; and

WHEREAS, to assure the perpetual and continuous operation, maintenance, repair and replacement of any such improvements, the County and the Association have agreed to enter into an agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, with certain terms and conditions.

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 above described agreement is hereby approve and the Chair of the Board is authorized to execute the agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original agreement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED this 19th day of October, 2010.

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

By:

Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By:

Pam Halterman
Deputy Clerk



This instrument prepared by and return to:
Ellen Avery-Smith, Esq.
ROGERS TOWERS, P.A.
7 Waldo Street, Suite B
St. Augustin, Florida 32084

**USE AGREEMENT BY AND BETWEEN LAS CALINAS AMENITY CLUB
ASSOCIATION, INC. AND ST. JOHNS COUNTY**

THIS USE AGREEMENT (the "Agreement") is entered into by and between the Las Calinas Amenity Club Association, Inc., a Florida not-for-profit corporation (the "Association") with a mailing address at 151 Southhall Lane, Suite 200, Maitland, Florida 32751; and St. Johns County, Florida, a political subdivision of the State of Florida (the "County") with a mailing address at 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS

WHEREAS, the Association has at its members the owners of single-family homes within a residential community commonly known as Las Calinas, which is located on certain real property situated in St. Johns County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Association has been formed to assure the perpetual and continuous operation, maintenance, repair and replacement of certain common property and entrance way areas located on and adjacent to the Property; and

WHEREAS, the Association desires to obtain certain approvals (the "Right-of-Way Utilization Permit") from the County, whereby the Association, or its contractors, agents or employees, will be allowed to install, construct, operate, maintain, repair and replace the following improvements: street lighting, enhanced landscaping and irrigation (the "Improvements") within the rights-of-way located within the Property which have been or will

be dedicated to public use (collectively, the “Dedicated Rights-of-Way”), which Dedicated Rights-of-Way include Las Calinas Boulevard, Arabian Court, Appaloosa Avenue, Palomino Way, Los Caminos Street, Sol Court, Cuneta Way, Battersea Drive, Bowden Lane, Roque Court and any other rights-of-way dedicated to the County; and

WHEREAS, the County requires that the Association undertake certain commitments and covenants to assure the perpetual and continuous operation, maintenance, repair and replacement of any such Improvements.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION.** The County shall issue the Right-of-Way Utilization Permit to the Association subject to the terms of this Agreement. The Association shall not, while installing, operating, maintaining, repairing or replacing the Improvements, damage or disturb any portion of the Dedicated Rights-of-Way without prior written approval by the County and the County’s prior written approval of a plan to restore the Dedicated Rights-of-Way. Any damage or deterioration of roadways attributable to irrigation systems, landscaping or other accessory improvements associated with this Agreement shall be repaired at the sole expense of the Association. Additionally, irrigation systems should be installed and operated so as not to damage or deteriorate roadways or sidewalks. Excessive watering, leaking system and pipe breakages are all recognized as examples of sources damaging roadways and sidewalks and

that the Association is responsible to bear the entire cost of repair of these roadways and sidewalks to County standards. Nothing contained herein or by virtue of the issuance of the Right-of-Way Utilization Permit shall give or grant to the Association any ownership rights to any portion of the Dedicated Rights-of-Way.

3. **IMPROVEMENTS.** Any improvement that, in County's reasonable opinion, may impede the functional operation of the streets constructed by the Association or its contractors and dedicated to the County within the Dedicated Rights-of-Way shall not be permitted under this Agreement. The Improvements shall be established, operated, maintained, repaired and replaced in such a manner as will not interfere with the use of the streets located within the Dedicated Rights-of-Way by the public nor create a safety hazard on such Dedicated Rights-of-Way. If County determines that the Improvements do present a safety hazard, then the Association, at its sole expense and at no cost to County, shall relocate the Improvements in such a manner as to eliminate the hazard, to the reasonable satisfaction of County. The Association shall establish, operate, maintain, repair and replace the Improvements in a reasonably visually presentable manner.
4. **REMOVAL/ RELOCATION.** If, in the reasonable opinion of County, the Improvements interfere with any construction, reconstruction, alteration, improvement or maintenance which County desires to perform on, around or under the Dedicated Rights-of-Way, the Association, upon receipt of a written notice from County, shall remove or relocate the Improvements as requested by County, and to County's reasonable satisfaction, within thirty (30) days of receipt

of said notice. Any such relocation or removal of the Improvements shall be at the sole expense of the Association, and at no cost to the County. If the Association does not relocate or remove the Improvements in a timely manner, the County may cause them to be removed or relocated, and the Association shall be responsible for any such expense associated with the removal and/or relocation.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Association shall defend, indemnify and hold harmless St. Johns County, its Board of County Commissioners, officers, employees and agents from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from, the exercise of the rights, privileges or operations under this Agreement. To the fullest extent permitted by law, the Association shall defend, indemnify and hold harmless the County (and any governmental body or utility authority properly using the Dedicated Rights-of-Way) from and against all expenses, costs or claims for any damages to the Improvements which may result from the use of the Dedicated Rights-of-Way by the County or any other governmental body or authority due to maintenance, construction, installation or other proper use within the Dedicated Rights-of-Way.
6. **INSURANCE.** Throughout the duration of this Agreement, including the initial period and any extensions thereto, the Association shall obtain and possess Commercial General Liability coverage for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$500,000 per occurrence and

\$1,000,000 aggregate. Prior to commencing operations under this Agreement, the Association shall provide Certificates of Insurance to the County to verify coverage. The name of the development, subdivision or project in which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, Florida 32084 as an additional insured and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days' prior written notice to the County. The Association shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of the Association to maintain insurance coverage for themselves or for any other person or entity for whom they are responsible, or to ensure that their contractors and subcontractors maintain coverage, shall not relieve the Association of any contractual responsibility, obligation or liability.

7. **RECORDING.** This Agreement shall be recorded in the Public Records of St. Johns County, Florida within thirty (30) days of its execution. Promptly upon execution of this Agreement, the Association shall pay to the County an amount equal to the applicable cost of recording this Agreement in the Public Records of St. Johns County, Florida.
8. **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement shall constitute covenants running with the land or an equitable

servitude upon the land, as the case may be, applicable to all of the Property described herein or any portion thereof. Furthermore, this Agreement shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors and assigns. The Association declares that the Property described in this Agreement and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by the County and its respective legal representatives, successors and assigns.

9. **DURATION.** The provisions, restrictions and covenants of this Agreement shall run with and bind the land for a period of twenty-five (25) years from the date this Agreement is recorded in the Public Records of St. Johns County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions and covenants is approved by a majority of the St. Johns County Board of County Commissioners and by either (1) the Association, or (2) the then owners of not less than three-fourths of the lots on the Property described herein. No such agreement to revoke shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of St. Johns County, Florida. Notwithstanding any of the above provisions, the County shall have the right to cancel this Agreement upon thirty (30) days' prior written notice to the Association or to all of the owners of said lots. No such cancellation shall be effective until a written instrument has been executed and

acknowledged by the Board of County Commissioners and recorded in the Public Records of St. Johns County, Florida.

10. **AMENDMENT**. The provisions, restrictions and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the St. Johns County Board of County Commissioners and by either (1) the Association, or (2) the then owners of not less than three-fourths of the lots on the Property described herein. No such modification or amendment shall be effective until said written instrument has been signed, acknowledged and recorded in the Public Records of St. Johns County, Florida.
11. **COMPLIANCE WITH APPLICABLE LAWS**. The Association shall comply with all applicable state laws and County ordinances, including the St. Johns County right-of-way utilization regulations.
12. **DISCLAIMER OF COUNTY RESPONSIBILITY**. Nothing contained herein shall create any obligation on the part of the County to maintain or participate in the maintenance of the Improvements.
13. **NO THIRD PARTY BENEFICIARIES**. Both parties explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
14. **SEVERABILITY**. If any word, phrase, sentence, part, subsection or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid, or any reason, then such word, phrase, sentence, part, subsection or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this

Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or state court legal action arising under this Agreement shall be in St. Johns County, Florida. Venue for any federal court legal action shall be in the United States District Court, Middle District of Florida, Jacksonville, Florida Division.
16. **ACCESS TO RECORDS.** The access to, disclosure, non-disclosure or exemption of records, data, documents and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable state or federal law. Access to such public records may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.
17. **PERMITS AND LICENSES.** To the extent that the Association needs to secure, obtain, acquire and/or maintain permits and licenses in order to fulfill its obligations noted in this Agreement, the Association, at its sole cost, shall be responsible for securing, obtaining, acquiring and maintaining any and all permits, approvals, licenses and certificates required by federal, state or County law, rule, regulation or ordinance.
18. **ASSIGNMENT.** In light of this Agreement, neither the County nor the Association may assign, transfer or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the

other party. Should either the County or the Association assign, transfer or sell any of the rights of this Agreement without such prior written approval of the other party, then such action on the part of either the County or the Association shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

19. **EFFECTIVE DATE**. This Agreement shall take effect upon its adoption.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS _____ day of _____, 2010.

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

BY: _____
_____, Chair

Rendition Date

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

EFFECTIVE DATE: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date written below.

ASSOCIATION:

LAS CALINAS AMENITY CLUB
ASSOCIATION, INC., a Florida not-for-profit
corporation

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ of
_____, as _____ of the Las Calinas Amenity
Club Association, Inc., a Florida not-for-profit corporation, on behalf of the company. S/he is
personally known to me or has produced _____ as identification and
did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South $00^{\circ}37'20''$ East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South $75^{\circ}49'35''$ West, 476.10 feet to the point of tangency of said curve; thence South $52^{\circ}04'16''$ West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North $37^{\circ}54'50''$ West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North $37^{\circ}53'18''$ West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North $01^{\circ}39'32''$ West, along said right of way line, 50.76 feet; thence North $51^{\circ}26'40''$ East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 503.75 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North $40^{\circ}43'49''$ East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North $46^{\circ}00'22''$ East, 528.87 feet to the point of tangency of said curve; thence North $62^{\circ}00'27''$ East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North $74^{\circ}41'06''$ East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North $66^{\circ}11'08''$ East, 571.07 feet to the point of tangency of said curve; thence North $45^{\circ}00'15''$ East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended by a chord bearing and distance of North $67^{\circ}28'22''$ East, 352.14 feet to the point of tangency of said curve; thence South $89^{\circ}59'35''$ East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of

540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the North line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwesterly terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

TOGETHER WITH a 10 foot Access Easement to said exception and/or outparcel, being more particularly described as follows: BEGINNING at said Northeast corner of said Lot 45 and the Northwest corner of said right of way of Battersea Drive, run North 01°14'09" West, along the Westerly terminus of said 10 foot Access Easement, a distance of 10.00 feet; thence North 88°39'26" East, along the Northerly line of said 10 foot Access Easement, 227.10 feet; thence

North 00°00'00" East, along the Westerly line of said 10 foot Access Easement, 138.06 feet; thence North 80°45'43" East, along the Northerly line of said 10 foot Access Easement, 165.49 feet to the Easterly terminus of said 10 foot Access Easement. It is the intent of said 10 foot Access Easement to be parallel to and 10 feet in width from the and lying Southerly, Easterly and Southerly of the preceding three (3) courses. It is also the intent of said easement to be bounded by a line bearing South 33°58'54" East, from the point of terminus of said easement, being bounded by the Westerly line of said exception and/or outparcel.

PARCEL 3D:

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesterly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesterly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

Containing 26.24 acres, more or less.

Together with:



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924.

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

P. U. D. OFF. REC.
BOOK 5 PAGE 189

January 26, 2004
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Work Order No. 04-021.00
Las Calinas

Phase 1

A portion of fractional Section 28, a portion of Section 29, a portion of fractional Section 30, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South $08^{\circ} 32' 25''$ East, departing said Northerly line of said Section 28, a distance of 1323.96 feet; thence South $70^{\circ} 44' 06''$ West, 551.17 feet; thence South $51^{\circ} 12' 03''$ West, 401.01 feet; thence South $02^{\circ} 57' 42''$ East, 497.11 feet; thence South $14^{\circ} 28' 21''$ West, 326.30 feet; thence South $73^{\circ} 06' 02''$ East, 663.14 feet; thence South $30^{\circ} 45' 00''$ West, 182.24 feet; thence South $77^{\circ} 57' 29''$ West, 313.63 feet; thence South $15^{\circ} 45' 48''$ West, 281.57 feet; thence South $35^{\circ} 34' 08''$ East, 166.53 feet; thence South $52^{\circ} 18' 18''$ West, 286.46 feet; thence South $20^{\circ} 08' 58''$ East, 114.85 feet to a point on a curve concave Northerly, having a radius of 540.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $20^{\circ} 08' 58''$, an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $79^{\circ} 55' 31''$ West, 188.93 feet; thence West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; thence Southwesterly along said arc through a central angle of $45^{\circ} 00' 00''$, an arc length 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $67^{\circ} 30' 00''$ West, 352.07 feet; thence South $45^{\circ} 00' 00''$ West, 11.53 feet to the point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; thence Southwesterly along the arc of said curve through a central angle of $42^{\circ} 22' 26''$, an arc length of 584.26 feet, said arc being subtended by a chord bearing and distance of South $66^{\circ} 11' 13''$ West, 571.03 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 1660.00 feet; thence Southwesterly along the arc of said curve through a central angle of $25^{\circ} 22' 26''$, an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ} 41' 13''$ West, 729.15 feet; thence South $62^{\circ} 00' 00''$ West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; thence Southwesterly along the arc of said curve through a central angle of $31^{\circ} 58' 48''$, an arc length of 535.83 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $46^{\circ} 00' 36''$ West, 528.90 feet; thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a

January 26, 2004
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P. U. D. OFF. REC.
BOOK S PAGE 190 Work Order No. 04-021.00
Las Calinas
Phase 1 (cont'd)

central angle of $21^{\circ}25'42''$, an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}44'03''$ West, 386.69 feet; thence South $51^{\circ}26'54''$ West, 503.73 feet; thence South $01^{\circ}40'54''$ East, 50.78 feet to its intersection with the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North $37^{\circ}53'18''$ West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 4805.28 feet; thence North $79^{\circ}20'53''$ East, departing said Northeasterly right of way line, 679.02 feet to its intersection with the line dividing Government Lots 1 and 2, said Section 30 of said Township and Range, said intersection point lying on the former Westerly right of way line of Old Dixie Highway, a 30 foot right of way abandoned per St. Johns County Resolution Number 95-197; thence North $88^{\circ}57'43''$ East, along said dividing line of Government Lots 1 and 2, a distance of 33.91 feet to its intersection with the former Easterly right of way line of said Old Dixie Highway; thence North $28^{\circ}49'40''$ West, along said former Easterly right of way line, 25.31 feet to a point lying on the Southerly right of way line of Pine Island Road, a 60 foot right of way as depicted on survey map by Robert M. Angas Associates, Inc., File No. C306-1, dated September 1985, last revised July 14, 1989, said point also being a point on a curve concave Southwesterly, having a radius of 245.00 feet; thence Southeasterly, along said Southerly right of way line and along the arc of said curve to a point on said curve and to its intersection with said dividing line of Government Lots 1 and 2, said arc having the following elements per document of record: a central angle of $15^{\circ}17'44''$, an arc length of 65.40 feet and a chord bearing and distance of South $70^{\circ}50'20''$ East, 65.21 feet, said chord bearing and distance being South $70^{\circ}48'54''$ East, 65.04 feet, by field measure; thence North $88^{\circ}55'15''$ East, departing said Southerly right of way line of Pine Island Road and along said dividing line, 121.94 feet to a point lying on the Northerly right of way line of said Pine Island Road; thence North $61^{\circ}33'09''$ West, departing said dividing line and along said Northerly right of way line, 99.00 feet to a point lying on a non-tangent curve concave Southwesterly, having a radius of 305.00 feet; thence Northwesterly continuing along said Northerly right of way line and along the arc of said curve to a point lying on said curved Northerly right of way line, said arc having the following elements per document of record: a central angle of $20^{\circ}20'28''$, an arc length of 108.28 feet, and a chord bearing and distance of North $71^{\circ}41'47''$ West, 107.71 feet, said chord bearing and distance being North $71^{\circ}41'57''$ West, 107.71 feet, by field measure; thence Northwesterly along the arc of a curve concave Northeasterly to a point lying on said Easterly right of way line of Old Dixie Highway, (also known as John Anderson Highway), a 30 foot right of way as depicted on said survey map by Robert M. Angas Associates, Inc., last revised July 14, 1989, said arc having the following elements per document of record: a radius of 100.00 feet, a central angle of $50^{\circ}10'09''$, an arc length of 87.56 feet and a chord bearing and distance of North $56^{\circ}46'58''$ West, 84.79 feet, said chord bearing and distance being North $56^{\circ}46'54''$ West, 84.78 feet, by field measure; thence Northwesterly, continuing along said Easterly right of way line of Old

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Dixie Highway the following courses: North 31° 41' 48" West, 310.85 feet; North 33° 13' 25" West, 200.29 feet; North 33° 47' 48" West, 400.00 feet; North 33° 13' 25" West, 274.44 feet to a point lying on a non-tangent curve concave Easterly, having a radius of 1719.21 feet; thence Northwesterly continuing along said Easterly right of way line and along the arc of said curve to its intersection with the Northerly line of said Section 30, said arc having the following elements per document of record: a central angle of 07° 51' 03", an arc length of 235.56 feet and a chord bearing and distance of North 29° 17' 59" West, 235.38 feet, said chord bearing and distance being North 29° 17' 54" West, 235.55 feet, by field measure; thence North 88° 49' 55" East, departing said Easterly right of way line and along said Northerly line, 1415.62 feet to the Point of Beginning.

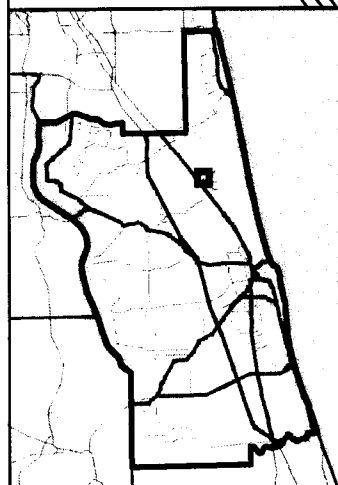
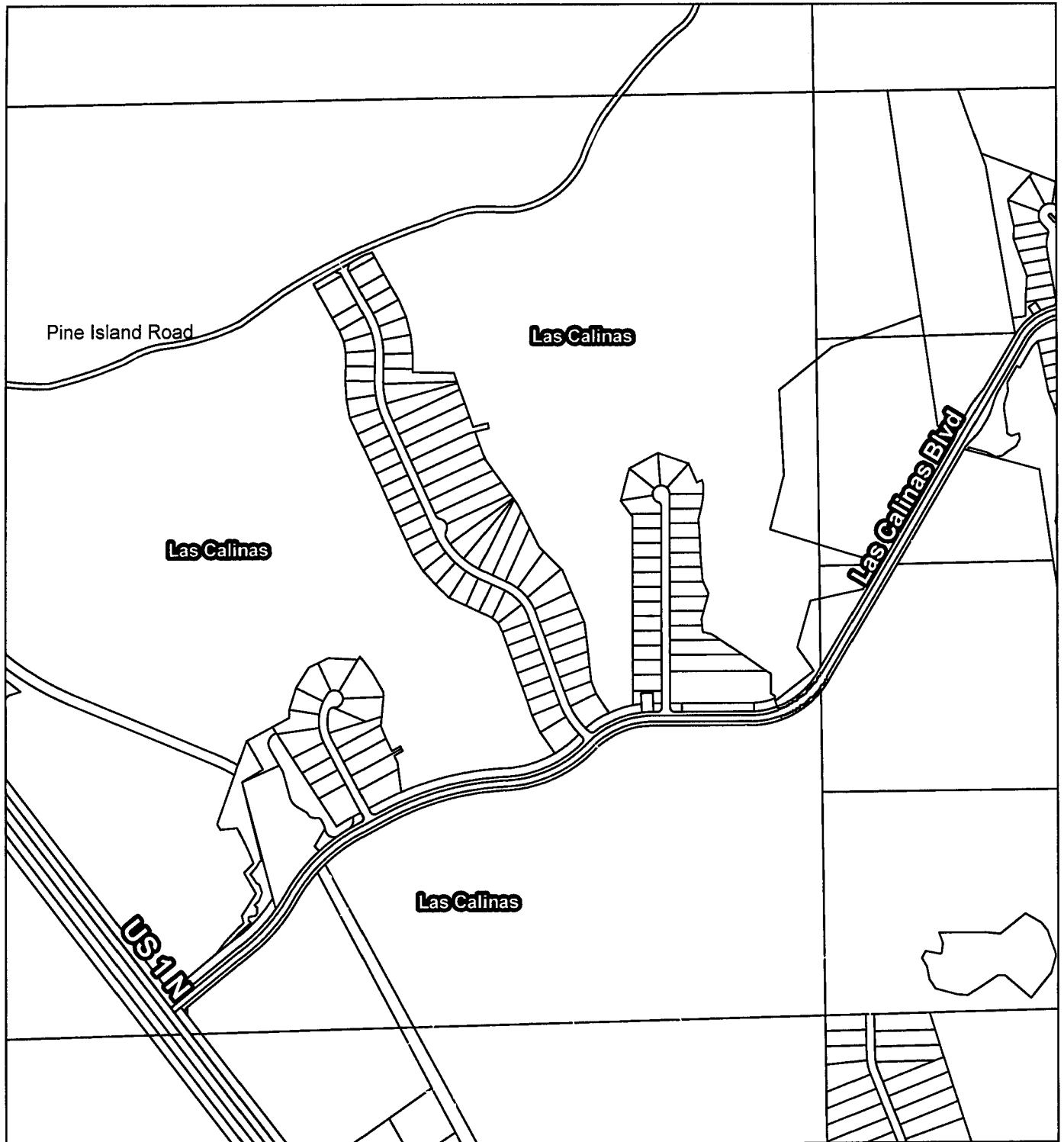
Less and Except portions of Pine Island Road, a 60 foot right of way by Deed Book 190, page 383, of said public records of St. Johns County, Florida, together with those portions of Pine Island Road, the width of which being variable as determined by field measure of apparent county maintenance.

Less and Except Parcel C, being a portion of fractional Section 30, Township 5 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence South 01° 35' 13" East, along the Easterly line of said Section 30, a distance of 1460.51 feet; thence North 70° 00' 00" West, departing said Easterly line, 171.38 feet to the Point of Beginning.

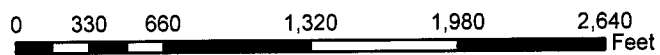
From said Point of Beginning, thence continue North 70° 00' 00" West, 300.00 feet; thence North 20° 00' 00" East, 181.50 feet; thence South 70° 00' 00" East, 300.00 feet; thence South 20° 00' 00" West, 181.50 feet to the Point of Beginning.

Containing 575.00 acres, more or less.



Las Calinas Amenity Club Association

Use Agreement



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
October 5, 2010
(904) 209-0790



Location Map

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.