

RESOLUTION NO. 2012- 76

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PARK CONVEYANCE AGREEMENT IN CONNECTION WITH THE NOCATEE DRI AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, pursuant to a Notice of Proposed Change ("NOPC") to the Nocatee DRI , modification of Special Condition 31, Sonoc Company, LLC ("Sonoc") proposes to convey to St. Johns County ("County") approximately 41 acres for public park and event parking use; and

WHEREAS, the land consisting of approximately 41 acres satisfies the definition of the County Town Center North Park as set forth in the NOPC application; and

WHEREAS, to assure the conveyance of the land and other matters, Sonoc and the County have agreed to enter into a Park Conveyance Agreement, in substantially the form attached hereto as Exhibit "A," incorporated by reference and made a part hereof, with 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 the Resolution and such Recitals are adopted as findings of fact.

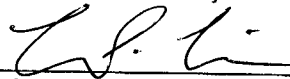
Section 2. The Park Conveyance Agreement is hereby approved contingent upon approval of the Nocatee NOPC and the County Administrator is authorized to execute the agreement on behalf of the County, substantially in the form attached as Exhibit "A".

Section 3. The Clerk is instructed to file the original Park Conveyance 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 6th day of March, 2012.

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

By: 
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/8/12



PARK CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of March 6, 2012 (the "Effective Date"), by and between **SONOC COMPANY, LLC**, a Delaware limited liability company ("Grantor"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee").

IN CONSIDERATION of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. **GENERAL OUTLINE OF TRANSACTION.** Grantor is the owner of real property in the master planned community known as Nocatee (the "Planned Community"), the development of which is authorized by a development order pursuant to Resolution No. 2001-30, as amended and as may be amended (the "DRI") and Planned Unit Development Ordinance No. 2002-46, as amended and as may be amended (the "PUD"), each approved by Grantee.

Grantor has submitted to Grantee and other applicable governmental agencies, a currently pending application for a Notice of Proposed Change to the DRI (the "NOPC"). Among other things, the NOPC application proposes to modify Special Condition 31 of the DRI to specify that approximately 41 acres (defined in the NOPC application as the "County Town Center North Park") will be conveyed to Grantee for public park and event parking use.

The land consisting of approximately 41.41 acres, as shown and described on **Exhibit "1.1"** hereto (the "Property"), satisfies the definition of the County Town Center North Park as set forth in the NOPC application. That certain land adjacent to the Property consisting of approximately 8.47 acres, as shown and described on **Exhibit "1.1A"** hereto, is referred to in this Agreement as the "Easement Property."

Upon and subject to the terms and conditions set forth in this Agreement, the parties wish to provide for the conveyance and grant by Grantor to Grantee of (i) fee title to the Property by Special Warranty Deed (the "Deed"), and (ii) a perpetual easement over the Easement Property (the "Park Easement") so that Grantee may use the Property and Easement Property for public park and event parking uses.

2. **CONVEYANCE AND GRANT.**

2.1. **Conveyance and Grant.** Upon and subject to the terms of this Agreement, Grantor agrees to convey and grant to Grantee and Grantee agrees to accept (i) fee title to the Property, and (ii) a perpetual non-exclusive easement over the Easement Property. No purchase price shall be due from Grantee for such conveyances. The conveyance of the Property to Grantee under this Agreement shall fully satisfy the condition set forth in the NOPC providing for conveyance of the County Town Center North Park land to Grantee.

2.2. **Use of Property; County Ownership.** Grantee agrees that the Property and the Easement Property may only be used for the Permitted Use and for no other purpose or use without Grantor's prior written consent, which may be granted or withheld in Grantor's sole and

absolute discretion. The "Permitted Use" means a park open to the general public which may include recreation facilities such as tennis and swim centers, YMCA facilities, sports academies, and training centers, athletic fields and complexes, playgrounds, tot lots, community centers, trails, public parks, squares, passive parks, other usual and customary County park uses, and disaster relief purposes. The Permitted Use also includes event parking complying with the terms and conditions set forth in Special Condition 33A of the DRI (as such Special Condition is written in the NOPC application). To the fullest extent permitted by law, after Closing Grantee shall not, without the prior written consent of Grantor (which may be granted or withheld in Grantor's sole and absolute discretion), convey or grant to any third party any rights with respect to the Property or Easement Property (by lease, license, grant of fee title, assignment, easement or otherwise), except granting utility easements or granting rights to others for event parking purposes, as defined and described in Special Condition 33A of the DRI and opening the Property and Easement Property to the public for the Permitted Use (provided, however, that Grantee shall be permitted to enter into use agreements related to the park use, such as baseball league agreements, picnic reservation agreements and the like). Any conveyance or grant in violation of the foregoing shall be null and void *ab initio*. Grantee shall comply with the DRI and PUD and all other applicable governmental or regulatory laws, permits, approvals, rules and regulations in connection with its development and use of the Property and the Easement Property. The restrictions and covenants in this Section 2.2 shall be incorporated into the Deed to be delivered at Closing as restrictions and covenants running with title to the Property. This Section 2.2, and the foregoing deed restriction to be incorporated in the Deed, shall expire on the date that is thirty (30) years after the date of Closing under Section 2.6 below, and the Deed shall include such expiration date as to such restrictions and covenants.

2.3. **Permitted Exceptions.** The Property shall be conveyed and the Park Easement granted subject to the matters set forth on Exhibit "2.3" or recorded in the public records prior to Closing, and a general survey exception (the "Permitted Exceptions"). From the Effective Date until Closing, Grantor shall not, without Grantee's consent, enter into and record any documents affecting title to the Property or the Easement Property.

2.4. **Sketch and Legal Description.** Grantor has provided Grantee with a sketch and legal description of the Property, the Easement Property and the Roadway Parcel (as defined in Section 2.7.3 below). Grantee may, at its option and expense, obtain a survey of the Property and/or the Easement Property prior to Closing.

2.5. **Title.** Attached hereto as Exhibit "2.3" is an ownership and encumbrance report setting forth the state of title to the Property, the Easement Property and the Roadway Parcel.

2.6. **Closing.** The closing of the conveyance of the Property and the grant of the Park Easement (the "Closing") shall take place on the date that is sixty (60) days after satisfaction of the NOPC Condition; provided that the parties may Close earlier upon mutual agreement. The "NOPC Condition" shall mean (i) approval of the NOPC by Grantee and any other necessary parties, on substantially the terms and conditions set forth in the NOPC application dated September 29, 2011 and as revised through the Effective Date, (ii) approval of the companion modification to the PUD submitted by Grantor, and (iii) expiration of all applicable appeal periods without appeal or administrative or judicial challenge (or if any such appeal or challenge is timely filed, the NOPC Condition shall be considered satisfied on the date of final resolution of such appeal or challenge). If (i) the NOPC application is withdrawn by Grantor prior to

approval thereof by the applicable governmental authorities, or (ii) the NOPC is approved by all applicable governmental authorities and an appeal or challenge is filed to the NOPC and in connection with such appeal or challenge Grantor withdraws or abandons the NOPC, then this Agreement shall automatically terminate, whereupon the parties shall be relieved of all obligations under this Agreement, except those which specifically survive the termination of this Agreement. Grantor shall have the option to waive the NOPC Condition at any time and proceed to Closing upon thirty (30) days' written notice to Grantee. The Closing shall take place in the office of the County Attorney for St. Johns County, or at such other place within Duval or St. Johns County as may be selected by Grantor and Grantee; provided that the Closing may be conducted by "mail away" upon mutual agreement by the parties.

2.7. **Documents to be Delivered at Closing.** At the Closing, Grantor shall deliver to Grantee the following documents fully executed by Grantor where appropriate:

2.7.1 Grantor shall execute and deliver the Deed conveying to Grantee fee simple title to the Property, subject only to covenants and restrictions set forth in Section 2.2 above and the Permitted Exceptions.

2.7.2 Grantor shall execute and deliver the Park Easement over the Easement Property. The Park Easement shall (i) allow Grantee to use the Easement Property for the Permitted Use, including event parking uses as described in Special Condition 33A of the DRI, (ii) provide for Grantee to indemnify, defend and hold harmless Grantor as to any damage, cost, or liability arising out of any use of the Easement Property, by, through or under Grantee (subject to any sovereign immunity available to Grantee under Florida law and subject to any statutory protection available to Grantor under Florida Statute 375.251), and (iii) provide that prior to any use of the Easement Property for event parking under Special Condition 33A of the DRI or commencement of construction of any improvements on the Easement Property (other than construction by Grantee's own employees), Grantee shall (A) obtain or cause a third party to obtain commercial general liability insurance, issued by companies and in amounts reasonably acceptable to Grantor, naming Grantor as an additional insured, and (B) cause any such third party conducting such parking activities or construction to indemnify, defend and hold harmless Grantor as to any damage, cost, or liability arising out of use of the Easement Property for such purposes. The Park Easement shall be an exclusive easement in favor of the Grantee; provided, however, that the Grantor may request for itself or a third-party any activities on the Easement Property which would not interfere with use of the Easement Property by Grantee for the purposes set forth in the Park Easement, and such request shall not unreasonably be denied.

2.7.3 Grantor shall execute and deliver an Access Easement (the "Access Easement"), in form and content attached as **Exhibit "2.7.3A"**, which will provide Grantee with an easement over the land shown on **Exhibit "2.7.3B"** (the "Roadway Parcel"), all as described in more detail in Section 3.1 below.

2.7.4 Closing Statement.

At the Closing, Grantee shall execute and deliver to Grantor the following documents:

2.7.5 A recordable restriction in favor of Grantor, encumbering the lands currently owned by Grantee within the DRI (other than the Property and Easement Property), providing that such lands owned by Grantee shall not be used for event parking purposes on a temporary or permanent basis to serve events being held upon lands located outside the boundaries of the Nocatee DRI, without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole and absolute discretion. Such use restriction shall provide that it automatically terminates on the date that is thirty (30) years after the date of recording thereof.

2.7.6 A perpetual non-exclusive to Grantor over and across the Property for access (including the right to construct access improvements) to and from the Easement Property being retained in fee by Grantor at Closing. Such access easement will (i) provide that the specific area of the Property used by Grantor for such purposes shall be reasonably agreed upon by Grantor and Grantee prior to Grantor's use of the Property for such purpose, and (ii) automatically terminate at such time as Grantor grants to Grantee fee title to the Easement Property pursuant to Section 3.2 below.

2.7.7 Closing Statement.

2.7.8 Such other documents as are referenced in this Section 2.7 above to be executed by Grantor and Grantee at Closing or as may be reasonably required by Grantor.

2.8. **Adjustments, Prorations, Costs of Transactions.** At Closing, ad valorem real estate taxes shall be escrowed by Grantor per Florida Statutes. Grantor shall pay for (i) documentary stamp taxes, if any, on the Deed (with the value of the Property for such purposes to be reasonably agreed upon by the parties); (ii) cost of preparation of all closing documents; and (iii) Grantor's attorneys' fees. Grantee shall pay for (i) Grantee's attorneys' fees; (ii) all costs of any related transactions between Grantee and third parties; and (iii) all inspections costs.

2.9. **Inspections by Grantee.** To the fullest extent permitted by law, and subject to any sovereign immunity available to Grantee under Florida law, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claim, liability, cost, expense or damage arising out of any entry, inspection, tests, studies, and/or other activities conducted by, through or under Grantee with respect to the Property, and/or the Easement Property and/or the Roadway Parcel (whether resulting from activities conducted before or after the Effective Date). Grantee shall, in a timely manner, pay in full the cost of all inspections, investigations and inquiries of any kind, so that no person or entity shall have the right to file any lien against the lands. In the event any lien is filed, Grantee shall immediately satisfy or bond that lien off. Grantee's obligations under this Section shall survive Closing and/or the termination of this Agreement, notwithstanding any term or provisions hereof to the contrary.

3. **OTHER ACKNOWLEDGMENTS AND AGREEMENTS.**

3.1. **Access to Property and Easement Property.** Grantee acknowledges that there is currently no paved road providing access to the Property and Easement Property and that Grantor has no obligation to design, engineer or construct any such road before or after Closing. The Access Easement to be delivered at Closing grants to Grantee an easement over the Roadway Parcel to provide legal access to the Property and the Easement Property. It is

anticipated that Grantee will design, engineer and construct such roadway or cause a third party to design, engineer and construct such roadway. The parties acknowledge that the final right-of-way boundary may vary slightly from the legal description of the Roadway Parcel attached hereto when the design and engineering of the roadway is completed. Upon finalization of the design and engineering of the roadway, Grantee shall notify Grantor and provide Grantor with a sketch and legal description of the final right-of-way boundary. Within thirty (30) days thereafter, Grantor shall grant fee title to such land to Grantee by Special Warranty Deed and Grantor and Grantee shall execute and deliver a recordable termination of the Access Easement.

3.2. **County Road 210 Partial Abandonment.** Upon proper application by Grantor and/or other applicable landowners, Grantee agrees to process an abandonment and vacation of that portion of County Road 210 as generally shown on **Exhibit "3.2,"** in accordance with applicable requirements and procedures of Chapter 336, Florida Statutes (the "**210 Road Vacation**"). The actual right-of-way to be abandoned and vacated may vary from the land shown on **Exhibit "3.2"** and the land set forth in the application to abandon and vacate shall control. If and when Grantee approves the 210 Road Vacation, Grantor shall deed fee title to the Easement Property to Grantee by Special Warranty Deed so that Grantee may continue event parking and park use thereon. At any time after the Closing described in Section 2.6 of this Agreement, Grantor may elect to execute and deliver to Grantee such deed for the Easement Property, whereupon Grantee shall accept and record such deed within thirty (30) days of receipt from Grantor. Grantor and Grantee acknowledge that the agreement by Grantor to convey fee simple title to the Easement Property to Grantee as set forth above and other agreements by Grantor set forth in this Agreement, are given in consideration for the proposed 210 Road Vacation (if and when such 210 Road Vacation is completed) and other good and valuable consideration by the Grantee. No monetary consideration, other consideration or other land conveyances shall be due from Grantor or other applicable landowners in connection with the 210 Road Vacation or any conveyance of such right-of-way land to Grantor or other applicable landowners. Nothing in this Section shall be construed as a commitment that the Grantee will approve the 210 Road Vacation or an agreement to exchange property, which can be approved only pursuant to Florida law and County ordinances, resolutions and procedures. Any deed of the Easement Property to Grantee shall include a restriction limiting the use of the Easement Property to the Permitted Use, including event parking uses as described in Special Condition 33A of the DRI, which restriction will terminate on the date that is thirty (30) years after the date of the Closing under Section 2.6 above.

3.3. **Condition of Property.** Other than as expressly set forth herein, Grantor disclaims any warranty express or implied with respect to the Property, the Easement Property and the Roadway Parcel and acquisition of any interests therein by Grantee pursuant to the terms of this Agreement shall be deemed full and complete acceptance by Grantee of the "as is" condition of the land which exists at the time of conveyance. After Closing, Grantee shall be responsible, at its expense, for all permitting and development of the Property and the Easement Property (and the Roadway Parcel, to the extent Grantee constructs the road within the Roadway Parcel). Grantor has provided to Grantee an environmental report prepared by Environmental Services, Inc.

3.4. **Wetland Impacts.** Grantor has been issued the following permits (the "**Wetlands Permits**") which affect the Property and other lands in the Planned Community: (i) St. Johns

River Water Management District (the "District") conceptual permit number 4-031-87432-1, as amended (the "District Permit"), and (ii) Army Corps of Engineers ("ACOE") Permit No. SAJ-2003-1267-MRE, as amended (the "ACOE Permit"). At Closing, Grantor shall assign to Grantee, and Grantee shall assume, the Wetlands Permits, to the extent they affect the Property. Grantee shall comply with the terms of the Wetlands Permits, and any other applicable permits, in Grantee's construction on and use of the Property, the Easement Property and the Roadway Parcel.

Notwithstanding anything in the Wetlands Permits or this Agreement to the contrary, Grantee may impact up to but not to exceed (i) 4.92 acres of jurisdictional wetlands (as delineated under the District Permit) on the Property, and (ii) all wetlands on the Roadway Parcel (if and when Grantee constructs improvements on the Roadway Parcel as contemplated by Section 3.1 above) (collectively, "Grantee's Impacts"). The Easement Property does not contain any wetlands.

As mitigation for Grantee's Impacts, Grantee shall, at its expense, grant conservation easements to the District in accordance with District and ACOE requirements, over all upland buffers (if any) and all wetland areas (other than the wetlands impacted pursuant to the foregoing paragraph) on the Property and the Easement Property. To the extent Grantee does not own the Easement Property at the time in question, Grantee shall subordinate its rights under the Park Easement to any conservation easements granted by Grantor. Such easements to be granted by Grantee are referred to as "Grantee's On-Site Mitigation." If Grantee's On-Site Mitigation is insufficient to mitigate Grantee's Impacts, then Grantor shall grant conservation easements to the District over wetland preservation parcels then owned by Grantor within the Planned Community which Grantor determines are available for preservation, to provide additional mitigation (such easements are referred to as "Grantor's Off-Site Mitigation"). Grantor shall grant such conservations easements within thirty (30) days of written request by Grantee and Grantee shall be responsible for any costs or expenses of such easements, such as recording fees, title costs and costs of sketches and legal descriptions. Grantee shall coordinate with Grantor in connection with Grantee's permitting of the Property, Easement Property and the Roadway Parcel with the District and ACOE so that the parties can include Grantee's On-Site Mitigation and Grantor's Off-Site Mitigation as mitigation in such permits.

4. **REMEDIES FOR DEFAULT.** Upon any default under this Agreement by Grantor at or prior to Closing, Grantee shall have as its exclusive remedy the right to seek specific performance of Grantor's obligations under this Agreement. Upon any default under this Agreement by Grantee at or prior to Closing, Grantor shall have as its exclusive remedy the right to seek specific performance of Grantee's obligations under this Agreement. Upon any default by either party after Closing under this Agreement, the non-defaulting party shall have all remedies available at law or in equity as to such default (except Grantee shall be limited to specific performance if Grantor defaults in the obligation to convey fee title to the Easement Property under Section 3.2 above).

5. **MISCELLANEOUS.**

5.1. **Notices.** Except as expressly set forth herein, any notice, demand, consent, authorization, request, approval or other communication (each, a "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall

be effective and valid only if in writing, signed by the party giving such Notice (or its attorney), and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by U. S. first class certified mail, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

TO GRANTOR:

SONOC COMPANY, LLC
c/o Richard T. Ray
Nocatee Development Company
4314 Pablo Oaks Court
Jacksonville, Florida 32224
Facsimile: (904) 992-4114

WITH COPY TO:

M. Lynn Pappas, Esquire and
Spencer N. Cummings, Esquire
Gunster Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202
Facsimile: (904) 354-2170

and

Harry D. Francis
SONOC COMPANY, LLC
4310 Pablo Oaks Court
Jacksonville, Florida 32224
Facsimile: (904) 223-7499

TO GRANTEE:

County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084
Facsimile: (904) 209-0531

WITH COPY TO:

Office of County Attorney
500 San Sebastian View
St. Augustine FL 32084
Facsimile: (904) 209-0806

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

5.2. **Venue.** The venue for any litigation relating to this Agreement shall be in the Florida Circuit Court in and for St. Johns County, Florida.

5.3. **Effect of this Agreement.** This Agreement constitutes the complete agreement between the parties with respect to its subject matter, and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. The terms of this Agreement shall survive Closing and Grantee's and Grantor's obligations, acknowledgements and agreements set forth in this Agreement shall run with title to the Property and the Easement Property. No provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by Grantee and Grantor.

5.4. **Assignment.** Grantee shall not assign its interests in this Agreement in whole or in part. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

5.5. **Interpretation; Severability.** This Agreement will be interpreted, construed, applied and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement. All captions and headings appearing are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. Time is of the essence with respect to all provisions of this Agreement. If any date for performance under this Agreement shall fall on a weekend or national holiday, the date for performance shall be the next business day.

5.6. **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.

5.7. **No Third Party Beneficiaries.** This Agreement constitutes an agreement solely between Grantor and Grantee and their successors and assigns 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 any third party.

5.8. **Drafting.** This Agreement and all exhibits hereto have been negotiated at arm's length by Grantor and Grantee, and the parties mutually agree that for the purpose of creating the terms of this Agreement, or said exhibits, neither party shall be deemed responsible for the drafting thereof.

5.9. **Recitals and Exhibits.** All recitals and all exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

5.10. **Counterparts.** This Agreement may be executed by the parties hereto individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE DRI AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF DUVAL AND ST. JOHNS COUNTIES, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF SONOC COMPANY, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE PLANNING DEPARTMENT IN DUVAL AND ST. JOHNS COUNTIES, FLORIDA. THE PROPERTY IS OR SHALL BECOME SUBJECT TO A PUD, PERMITS FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND U.S. ARMY CORPS OF ENGINEERS, AND OTHER STATE AND FEDERAL LAND USE REGULATIONS GENERALLY APPLICABLE TO THE DEVELOPMENT OF REAL ESTATE.

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[Signatures commence on following page]

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

GRANTOR:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: Jed V. Davis

Its: Vice President

CORPORATE SEAL

GRANTEE:

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

By: _____

Name: _____

Its: _____

Legal Form Approved

By: _____
County Attorney's Office

LIST OF EXHIBITS

Exhibit "1.1"	Property
Exhibit "1.1A"	Easement Property
Exhibit "2.3"	O&E Report
Exhibit "2.7.3A"	Access and Construction Easement
Exhibit "2.7.3B"	Roadway Parcel
Exhibit "3.2"	Portion of County Road 210 Subject to Abandonment

EXHIBIT "1.1"

PROPERTY

January 26, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00B

County Park Site

A portion of Sections 30 and 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a point of Reference, commence at the Southwesterly corner of said Section 31; thence North 01°06'12" West, along the Westerly line of said Section 31, a distance of 3692.48 feet to its intersection with the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said right of way line being a curve concave Southerly having a radius of 6200.00 feet; thence Easterly, departing said Westerly line and along said curved Northerly right of way line, through a central angle of 08°52'03", an arc length of 959.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°25'56" East, 958.60 feet; thence South 84°59'54" East, continuing along said Northerly right of way line, 963.56 feet to the Point of Beginning.

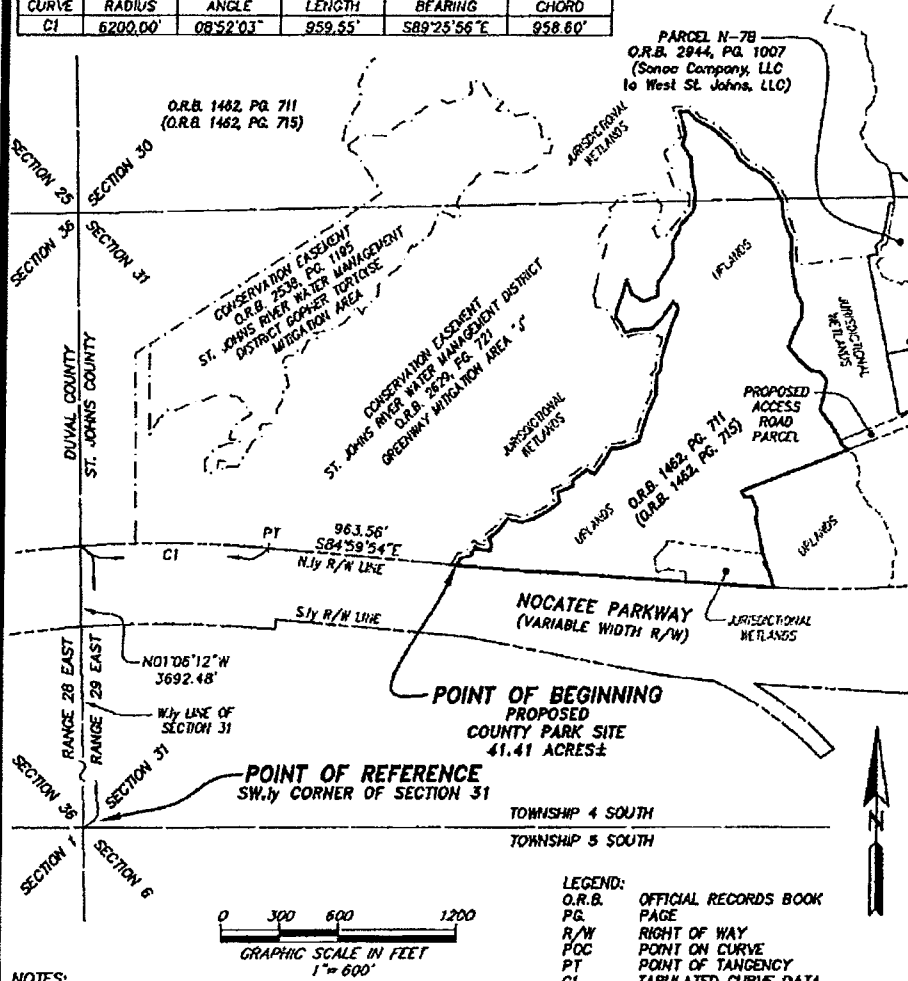
From said Point of Beginning, thence North 30°20'11" East, departing said Northerly right of way line, 41.73 feet; thence North 79°55'20" East, 46.01 feet; thence North 28°01'20" East, 51.07 feet; thence South 39°48'55" East, 10.62 feet; thence South 82°26'24" East, 70.66 feet; thence North 09°14'10" East, 34.18 feet; thence North 28°51'17" West, 31.58 feet; thence North 52°15'44" East, 58.49 feet; thence North 38°33'20" East, 78.05 feet; thence South 78°08'11" East, 76.16 feet; thence North 70°54'13" East, 70.77 feet; thence North 61°33'32" East, 68.29 feet; thence North 53°38'47" East, 76.55 feet; thence North 11°15'33" West, 52.43 feet; thence North 68°55'00" East, 83.22 feet; thence North 02°52'47" West, 29.75 feet; thence North 52°43'39" East, 86.55 feet; thence South 63°43'04" East, 45.40 feet; thence North 36°21'41" East, 78.85 feet; thence North 28°09'38" East, 72.15 feet; thence North 84°39'03" East, 52.51 feet; thence North 74°31'11" East, 30.99 feet; thence North 66°07'23" East, 61.10 feet; thence North 16°20'21" East, 94.86 feet; thence North 19°02'56" East, 52.66 feet; thence North 23°52'28" East, 101.17 feet; thence North 01°33'44" East, 98.79 feet; thence North 38°06'16" East, 34.84 feet; thence North 02°46'57" East, 56.30 feet; thence North 14°08'10" East, 73.90 feet; thence North 17°23'20" East, 100.61 feet; thence North 20°53'45" East, 49.17 feet; thence North 21°03'22" East, 41.81 feet; thence North 41°24'27" West, 40.15 feet; thence South 34°20'09" West, 111.69 feet; thence South 46°01'45" West, 59.02 feet; thence South 86°57'14" West, 79.72 feet; thence South 75°24'17" West, 54.04 feet; thence North 29°37'25" West, 63.34 feet; thence North 47°47'22" West, 25.09 feet; thence North 08°19'59" East, 35.87 feet; thence North 19°28'58" East, 82.53 feet; thence North 15°42'01" East, 77.71 feet; thence South 19°23'50" East, 74.78 feet; thence South 58°28'15" East, 67.20 feet; thence North 71°10'44" East, 75.16 feet; thence North 02°58'43" East, 69.17 feet; thence North 33°28'13" East, 80.46

feet; thence North 26°00'59" East, 64.57 feet; thence North 02°09'27" West, 77.14 feet; thence North 29°23'41" East, 62.46 feet; thence North 16°22'28" East, 34.73 feet; thence North 42°42'17" East, 73.75 feet; thence North 33°41'34" East, 26.09 feet; thence North 03°49'47" East, 80.52 feet; thence North 10°49'53" West, 88.87 feet; thence North 03°14'34" West, 85.79 feet; thence North 32°21'52" West, 83.60 feet; thence North 14°14'23" East, 55.16 feet; thence North 14°21'51" West, 91.51 feet; thence North 19°23'46" West, 24.32 feet; thence North 87°27'49" East, 45.31 feet; thence South 44°07'48" East, 63.98 feet; thence South 63°51'36" East, 90.93 feet; thence South 47°59'08" East, 78.63 feet; thence South 48°19'30" East, 61.35 feet; thence South 27°08'47" East, 64.69 feet; thence South 50°49'21" East, 68.55 feet; thence South 65°18'41" East, 66.76 feet; thence South 46°38'23" East, 74.63 feet; thence South 28°38'20" East, 102.69 feet; thence South 05°16'40" East, 74.68 feet; thence South 19°19'26" East, 62.46 feet; thence South 21°47'30" East, 57.73 feet; thence South 01°37'37" West, 75.20 feet; thence South 07°39'11" East, 88.07 feet; thence South 08°56'26" East, 105.75 feet; thence South 27°02'23" East, 66.06 feet; thence South 03°35'51" West, 75.52 feet; thence South 27°04'28" West, 64.76 feet; thence South 19°45'27" West, 82.96 feet; thence South 36°01'21" East, 81.68 feet; thence South 48°30'02" East, 83.21 feet; thence South 80°44'19" East, 50.52 feet; thence South 34°55'14" East, 49.26 feet; thence South 10°17'31" West, 93.12 feet; thence South 14°56'49" West, 58.59 feet; thence South 36°27'16" East, 98.25 feet; thence South 32°55'04" East, 58.22 feet; thence South 24°09'49" East, 52.94 feet; thence South 50°38'15" East, 41.00 feet; thence South 68°17'47" West, 572.70 feet; thence South 39°50'51" East, 36.00 feet; thence South 89°34'13" East, 33.86 feet; thence South 21°44'08" East, 66.15 feet; thence South 06°31'22" West, 48.68 feet; thence South 13°51'39" East, 78.37 feet; thence South 11°46'13" East, 103.85 feet; thence South 21°24'13" East, 51.31 feet; thence North 72°20'28" West, 16.88 feet; thence South 36°31'21" East, 45.10 feet; thence South 16°57'53" East, 73.98 feet; thence South 16°07'44" East, 16.59 feet to a point lying on said Northerly right of way line of Nocatee Parkway; thence Westerly along said Northerly right of way line the following 4 courses: Course 1, thence Westerly along the arc of a curve concave Northerly having a radius of 4882.00 feet, through a central angle of 00°38'25", an arc length of 54.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 86°25'55" West, 54.55 feet; Course 2, thence North 86°06'43" West, 1042.41 feet; Course 3, thence North 87°14'32" West, 194.71 feet; Course 4, thence North 84°59'54" West, 312.55 feet to the Point of Beginning.

Containing 41.41 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711,
OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	6200.00'	08°52'03"	959.55'	S89°25'56"E	958.80'



NOTES:
 1) THIS IS NOT A SURVEY.
 2) DEARINGS BASED ON THE WESTERLY LINE OF THE SECTION 31 AS BEING NORTH 01°06'12" WEST.
 3) JURISDICTIONAL WETLAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 115C-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2000.

SHEET 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 842-8550 Fax: (904) 542-4165
 Certificate of Authorization No.: LB 3624

DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: JANUARY 28, 2012 SCALE: 1"=600'

ORDER NO.: 13-014.00 FILE NO.: 122A-17.008 CAD FILE: E:\Survey\Projects\Nocatee\St. Johns County Park Site\Sketches\County Park Site.dwg

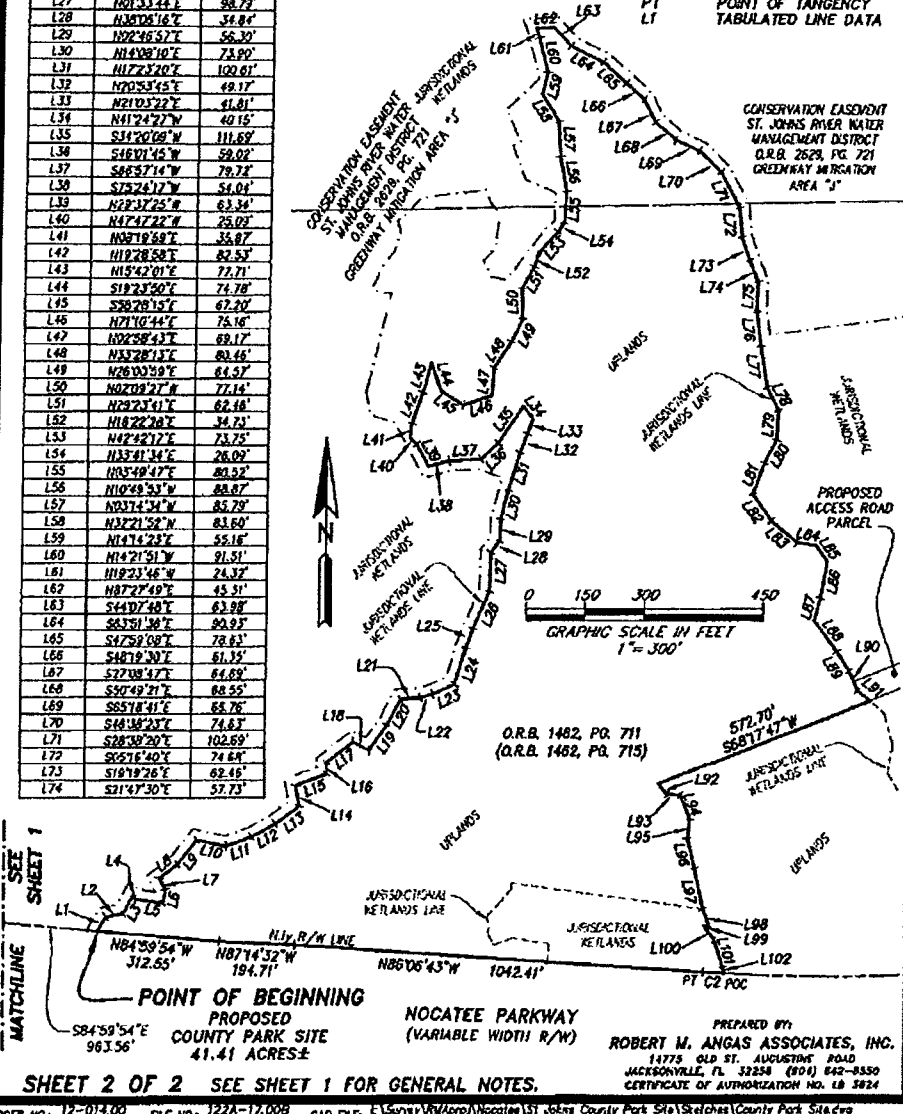
LINE	BEARING	LENGTH
L1	N30°20'11"E	41.75'
L2	N72°33'20"E	48.01'
L3	N65°01'20"E	51.07'
L4	S32°48'55"E	10.62'
L5	S37°26'24"E	70.65'
L6	N02°41'07"E	34.18'
L7	N28°51'17"W	31.59'
L8	N52°15'44"E	58.49'
L9	N30°31'20"E	78.05'
L10	S78°08'11"E	76.16'
L11	N70°54'13"E	70.77'
L12	N81°13'32"E	68.29'
L13	N53°38'12"E	76.55'
L14	N11°25'33"W	52.43'
L15	N88°50'00"E	63.22'
L16	N02°43'47"W	73.75'
L17	N52°43'28"E	86.55'
L18	S63°43'04"E	45.40'
L19	N36°21'51"E	78.85'
L20	N28°09'58"E	72.15'
L21	N84°39'03"E	52.51'
L22	N74°31'11"E	30.99'
L23	N86°07'23"E	61.10'
L24	N16°20'21"E	24.86'
L25	N10°02'56"E	52.85'
L26	N23°52'28"E	101.17'
L27	N01°31'44"E	98.79'
L28	N38°08'16"E	34.84'
L29	N92°46'57"E	56.30'
L30	N14°08'10"E	73.90'
L31	N17°32'07"E	100.61'
L32	N70°53'45"E	48.17'
L33	N21°05'22"E	41.81'
L34	N41°24'27"W	40.15'
L35	S31°20'00"W	111.89'
L36	S45°01'45"W	58.02'
L37	S65°57'14"W	79.74'
L38	S73°24'17"W	54.04'
L39	N42°31'25"W	63.34'
L40	N47°47'22"W	75.09'
L41	N08°18'58"E	35.87'
L42	N12°28'58"E	82.53'
L43	N15°42'01"E	72.71'
L44	S18°23'50"E	74.78'
L45	S36°28'57"E	62.20'
L46	N71°04'44"E	74.16'
L47	N02°58'43"E	89.17'
L48	N33°28'17"E	81.46'
L49	N26°00'59"E	64.37'
L50	N02°09'27"W	77.14'
L51	N12°23'41"E	62.48'
L52	N18°22'38"E	34.73'
L53	N47°42'17"E	73.75'
L54	N33°41'34"E	26.09'
L55	N03°49'47"E	81.52'
L56	N10°48'53"W	88.87'
L57	N03°14'34"W	85.79'
L58	N32°21'52"W	83.60'
L59	N14°14'23"E	55.16'
L60	N14°21'51"W	91.51'
L61	N19°23'46"W	24.32'
L62	N87°27'49"E	45.51'
L63	S44°07'48"E	63.98'
L64	S63°51'30"E	90.93'
L65	S42°59'08"E	78.61'
L66	S48°16'30"E	61.35'
L67	S27°08'47"E	64.69'
L68	S37°49'21"E	88.55'
L69	S05°18'41"E	84.76'
L70	S46°18'23"E	74.67'
L71	S28°30'20"E	102.69'
L72	S05°16'40"E	74.64'
L73	S19°19'28"E	62.45'
L74	S31°47'30"E	52.73'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C2	1482.00'	07°36'25"	54.55'	N66°25'35"W	54.55'

LINE	BEARING	LENGTH
L75	S01°37'37"W	75.20'
L76	S02°38'11"E	64.02'
L77	S06°35'26"E	105.75'
L78	S27°22'21"E	68.06'
L79	S03°35'51"W	76.52'
L80	S22°04'28"W	64.76'
L81	S19°45'22"W	82.96'
L82	S36°10'21"E	61.60'
L83	S48°30'02"E	83.21'
L84	S97°44'19"E	50.52'
L85	S34°55'14"E	48.26'
L86	S107°13'11"W	83.12'
L87	S14°26'48"W	58.59'
L88	S36°27'16"E	64.25'
L89	S32°55'04"E	88.22'
L90	S24°02'49"E	52.94'
L91	S60°30'15"E	41.09'

LINE	BEARING	LENGTH
L92	S39°20'51"E	36.00'
L93	S69°14'13"E	31.66'
L94	S21°44'08"E	66.15'
L95	S06°31'22"W	48.69'
L96	S13°51'19"E	78.37'
L97	S11°46'13"E	103.85'
L98	S21°24'13"E	61.31'
L99	N72°20'28"W	76.88'
L100	S16°31'21"E	45.10'
L101	S16°57'53"E	23.98'
L102	S16°07'44"E	18.39'

LEGEND:
 O.R.B. OFFICIAL RECORDS BOOK
 P.G. PAGE
 R/W RIGHT OF WAY
 POC POINT ON CURVE
 PT POINT OF TANGENCY
 LI TABULATED LINE DATA



ORDER NO.: 12-014.00 FILE NO.: 122A-17.00B CAD FILE: E:\Survey\WVA\pro\Nocatee\St Johns County Park Site\Stelhas\County Park Site.dwg

EXHIBIT "1.1A"

EASEMENT PROPERTY

Revised January 31, 2012
January 25, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00A

Future Donation Site

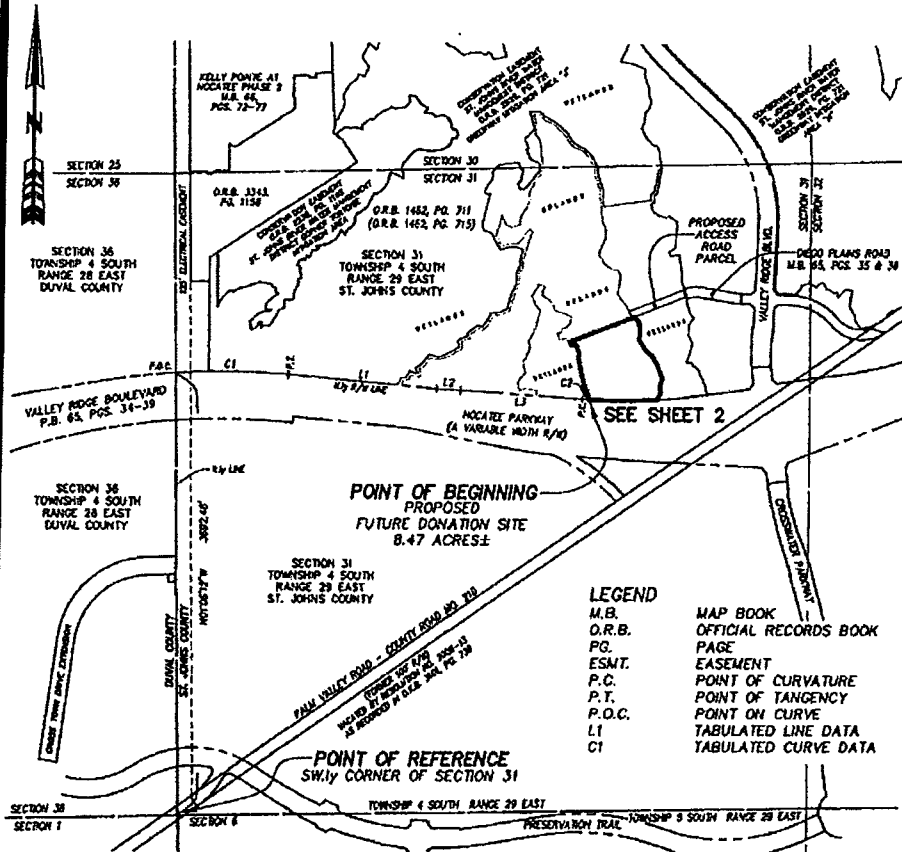
A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a point of Reference, commence at the Southwesterly corner of said Section 31; thence North 01°06'12" West, along the Westerly line of said Section 31, a distance of 3692.48 feet to its intersection with the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said right of way line being an curve concave Southerly having a radius of 6200.00 feet; thence Easterly along said Northerly right of way line the following 5 courses: Course 1, thence Easterly departing said Westerly line, along said Northerly right of way line and along the arc of said curve, through a central angle of 08°52'03", an arc length of 959.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°25'56" East, 958.60 feet; Course 2, thence South 84°59'54" East, 1276.11 feet; Course 3, thence South 87°14'32" East, 194.71 feet; Course 4, thence South 86°06'43" East, 1042.41 feet to the point of curvature of a curve concave Northerly having a radius of 4882.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 00°38'25", an arc length of 54.55 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 86°25'55" East, 54.55 feet.

From said Point of Beginning, thence North 16°07'44" West, departing said Northerly right of way line, 16.59 feet; thence North 16°57'53" West, 73.98 feet; thence North 36°31'21" West, 45.10 feet; thence South 72°20'28" East, 16.88 feet; thence North 21°24'13" West, 51.31 feet; thence North 11°46'13" West, 103.85 feet; thence North 13°51'39" West, 78.37 feet; thence North 06°31'22" East, 48.68 feet; thence North 21°44'08" West, 66.15 feet; thence North 89°34'13" West, 33.86 feet; thence North 39°50'51" West, 36.00 feet; thence North 68°17'47" East, 572.70 feet; thence South 50°38'15" East, 48.93 feet; thence South 14°51'03" East, 81.67 feet; thence South 07°54'16" West, 75.91 feet; thence South 31°19'00" East, 107.35 feet; thence South 51°31'12" East, 71.41 feet; thence South 31°40'59" East, 67.73 feet; thence South 21°48'57" East, 74.24 feet; thence South 21°56'21" East, 73.47 feet; thence South 19°35'17" West, 60.15 feet; thence South 04°42'59" East, 59.07 feet; thence South 23°50'24" West, 65.98 feet to a point lying on said Northerly right of way line of Nocatee Parkway, said Northerly right of way line being a curve concave Northerly having a radius of 4882.00 feet; thence Westerly along the arc of said curved Northerly right of way line, through a central angle of 06°41'04", an arc length of 569.56 feet to Point of Beginning, said arc being subtended by a chord bearing and distance of South 89°54'21" West, 569.23 feet.

Containing 8.47 acres, more or less.

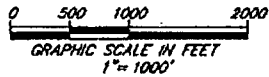
SKETCH TO ACCOMPANY DESCRIPTION
 A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	6200.00'	08°32'03"	959.55'	S89°25'56"E	958.60'
C2	4882.00'	00°36'25"	54.55'	S86°25'55"E	54.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°59'54"E	1276.11'
L2	S87°14'32"E	194.71'
L3	S86°06'43"E	1042.41'

- NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY LINE OF THE SECTION 31 AS BEING NORTH 01°06'12" WEST.
 3) JURISDICTIONAL WETLAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 115C-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2006.




REVISED JANUARY 31, 2012 TO AMEND SCRIVENERS ERROR.

SHEET 1 OF 2



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

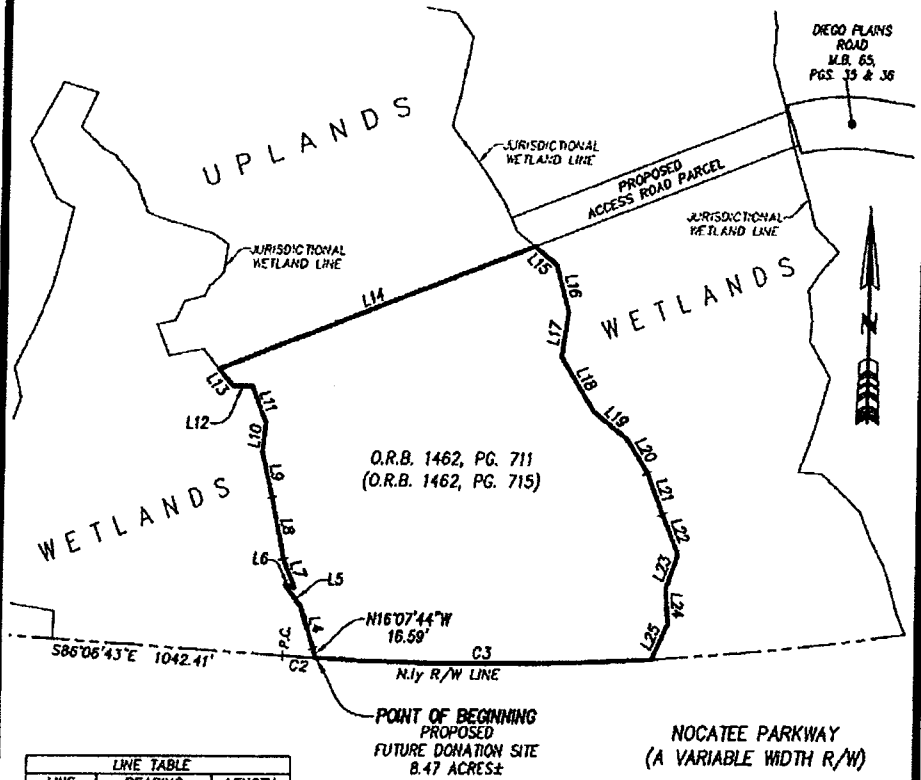
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


 DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: JANUARY 25, 2012 SCALE: 1"=1000'

ORDER NO.: 12-014.00 FILE NO.: 122A-17.001 CAD FILE: F:\S\1\Nocatee St. Johns County Park Site Sketches\Ord-Future-Donation.dwg

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY,



LINE	BEARING	LENGTH
L1	S84°59'54"E	1276.11'
L2	S87°14'32"E	184.71'
L3	S86°06'43"E	648.58'
L4	N16°57'53"W	73.98'
L5	N36°31'21"W	45.10'
L6	S72°20'28"E	16.85'
L7	N21°24'13"W	51.31'
L8	N11°46'13"W	103.85'
L9	N13°51'39"W	78.37'
L10	N06°31'22"E	48.68'
L11	N21°44'08"W	66.15'
L12	N89°34'13"W	33.86'
L13	N39°50'51"W	36.00'
L14	N68°17'47"E	572.70'
L15	S50°38'15"E	48.93'
L16	S14°51'03"E	81.87'
L17	S07°54'16"W	75.91'
L18	S31°19'00"E	107.35'
L19	S31°31'12"E	71.41'
L20	S31°40'59"E	62.73'
L21	S21°48'57"E	74.24'
L22	S21°56'21"E	73.47'
L23	S18°35'17"W	60.15'
L24	S04°42'59"E	59.07'
L25	S83°50'24"W	65.98'

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	6200.00'	08°52'03"	959.55'	S89°25'56"E	958.60'
C2	4882.00'	00°38'26"	54.55'	S86°25'55"E	54.55'
C3	4882.00'	06°41'04"	569.56'	S89°34'21"W	569.23'

LEGEND
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
P.O. PAGE
ESMT. EASEMENT
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.O.C. POINT ON CURVE
L1 TABULATED LINE DATA
C1 TABULATED CURVE DATA

NOTE: SEE SHEET 1 FOR NOTES



SHEET 2 OF 2

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 842-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824

ORDER NO.: 12-014.00 FILE NO.: 122A-17.00A CAD FILE: F:\S\W\Nocatee\St Johns County Park Site\Sketches\Ord-Future-Donation.dwg

EXHIBIT "2.3" O&E REPORT



Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, FL 32202
Phone: 904-354-1980
Fax: 904-354-2170

Commonwealth Land Title Insurance Company

OWNERSHIP AND ENCUMBRANCE REPORT

Order No.: 3773491

Customer Reference: County Park Site/Nocatee

This will serve to certify that Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of St. Johns County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, through January 26, 2012, at 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

SONOC Company, LLC, a Delaware limited liability company by virtue of that Special Warranty Deed recorded in Official Records Book 1462, page 711, and Certificate of Merger recorded in Official Records Book 1462, page 715.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of DRI Development Order (Nocatee) as set out in instrument recorded October 1, 2001 in Official Records Book 1656, page 1887; First Amendment recorded March 12, 2007 in Official Records Book 2881, page 156; Modification recorded July 20, 2009 in Official Records Book 3219, page 725; Modification recorded January 20, 2010 in Official Records Book 3279, page 486; and Modification recorded October 26, 2010 in Official Records Book 3369, page 258.
2. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded August 18, 2004 in Official Records Book 2263, page 1747; Validation recorded December 21, 2004 in Official Records Book 2340, page 1966.
3. Developer and Utility Service Agreement between SONOC Company, LLC and JEA, as set out in instrument recorded January 20, 2005 in Official Records Book 2359, page 1979, as amended by First Amendment recorded April 16, 2010 in Official Records Book 3305, page 571.
4. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 524.

Order No.: 3773491
Customer Reference: County Park Site/Nocatee

5. Impact Fee Credit Agreement (Park Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 731.
6. Impact Fee Credit Agreement (Road Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 749, and recorded July 14, 2011 in Official Records Book 3454, page 1954.
7. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 154.
8. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 166.
9. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine Community Development District recorded August 9, 2007 in Official Records Book 2965, page 211.
10. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Service 2007 Special Assessments as set out in instrument recorded November 30, 2007 in Official Records Book 3013, page 1247.
11. Declaration of Restricted Use and Right of First Refusal as set out in instrument recorded December 21, 2007 in Official Records Book 3022, page 1747.
12. Merger Implementation Agreement by and between the Tolomato Community Development District and the Split Pine Community Development District, naming the Tolomato Community Development District the surviving entity, as set out in instrument recorded March 5, 2010 in Official Records Book 3292, page 1673.
13. Notice of Merger of the Split Pine Community Development District into and with the Tolomato Community Development District as set out in instrument recorded March 19, 2010 in Official Records Book 3296, page 1812.
14. First Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Tolomato Community Development District as set out in instrument recorded April 19, 2010 in Official Records Book 3305, page 1930.
15. TAXES: All taxes covering the property have been paid through tax year 2011 and all prior years.

NOTE: All recording references in this commitment/policy shall refer to the public records of St. Johns County, Florida, unless otherwise noted.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

Order No.: 3773491
Customer Reference: County Park Site/Nocatee

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a Commonwealth Land Title Insurance Company agent for the purpose of issuing a Commonwealth Land Title Insurance Company title insurance commitment or policy.

In accordance with Florida Statutes Section 627.7843, the liability Commonwealth Land Title Insurance Company may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party named above up to a maximum amount of \$1,000.00.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused this Report to be issued in accordance with its By-Laws.

Commonwealth Land Title Insurance Company


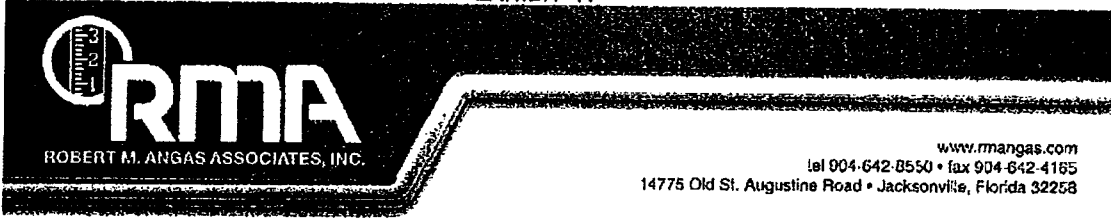

Malinda Zeidman

EXHIBIT "A"



January 26, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00B

County Park Site

A portion of Sections 30 and 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a point of Reference, commence at the Southwesterly corner of said Section 31; thence North 01°06'12" West, along the Westerly line of said Section 31, a distance of 3692.48 feet to its intersection with the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said right of way line being a curve concave Southerly having a radius of 6200.00 feet; thence Easterly, departing said Westerly line and along said curved Northerly right of way line, through a central angle of 08°52'03", an arc length of 959.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°25'56" East, 958.60 feet; thence South 84°59'54" East, continuing along said Northerly right of way line, 963.56 feet to the Point of Beginning.

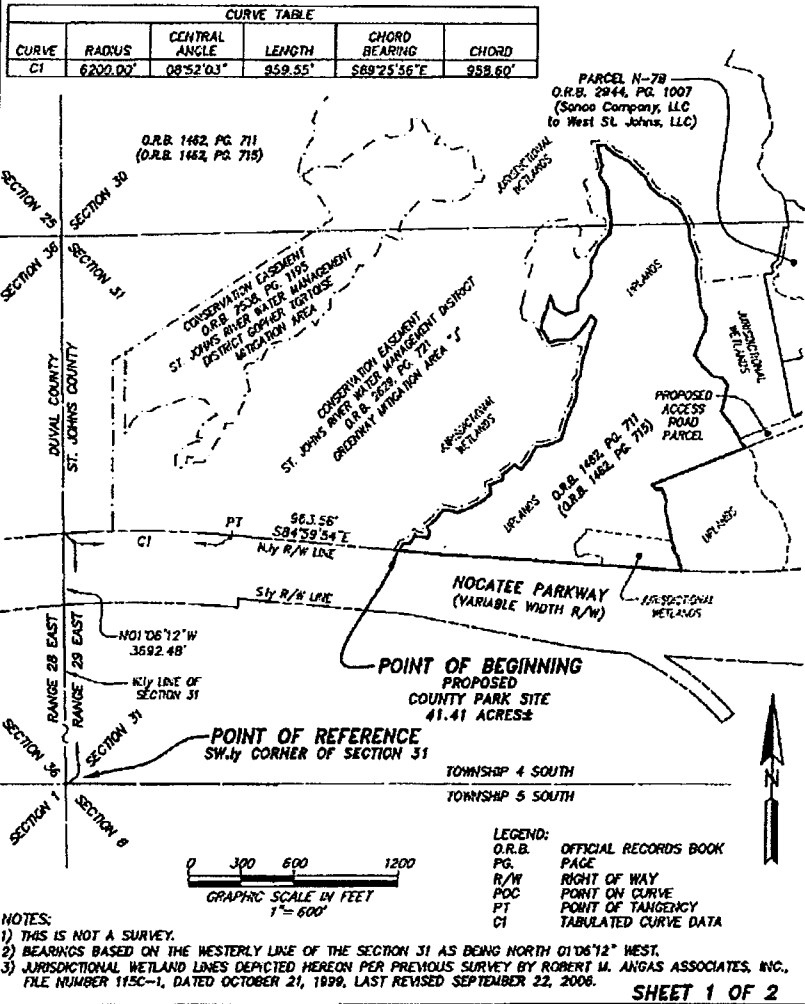
From said Point of Beginning, thence North 30°20'11" East, departing said Northerly right of way line, 41.73 feet; thence North 79°55'20" East, 46.01 feet; thence North 28°01'20" East, 51.07 feet; thence South 39°48'55" East, 10.62 feet; thence South 82°26'24" East, 70.66 feet; thence North 09°14'10" East, 34.18 feet; thence North 28°51'17" West, 31.58 feet; thence North 52°15'44" East, 58.49 feet; thence North 38°33'20" East, 78.05 feet; thence South 78°08'11" East, 76.16 feet; thence North 70°54'13" East, 70.77 feet; thence North 61°33'32" East, 68.29 feet; thence North 53°38'47" East, 76.55 feet; thence North 11°15'33" West, 52.43 feet; thence North 68°55'00" East, 83.22 feet; thence North 02°52'47" West, 29.75 feet; thence North 52°43'39" East, 86.55 feet; thence South 63°43'04" East, 45.40 feet; thence North 36°21'41" East, 78.85 feet; thence North 28°09'38" East, 72.15 feet; thence North 84°39'03" East, 52.51 feet; thence North 74°31'11" East, 30.99 feet; thence North 66°07'23" East, 61.10 feet; thence North 16°20'21" East, 94.86 feet; thence North 19°02'56" East, 52.66 feet; thence North 23°52'28" East, 101.17 feet; thence North 01°33'44" East, 98.79 feet; thence North 38°06'16" East, 34.84 feet; thence North 02°46'57" East, 56.30 feet; thence North 14°08'10" East, 73.90 feet; thence North 17°23'20" East, 100.61 feet; thence North 20°53'45" East, 49.17 feet; thence North 21°03'22" East, 41.81 feet; thence North 41°24'27" West, 40.15 feet; thence South 34°20'09" West, 111.69 feet; thence South 46°01'45" West, 59.02 feet; thence South 86°57'14" West, 79.72 feet; thence South 75°24'17" West, 54.04 feet; thence North 29°37'25" West, 63.34 feet; thence North 47°47'22" West, 25.09 feet; thence North 08°19'59" East, 35.87 feet; thence North 19°28'58" East, 82.53 feet; thence North 15°42'01" East, 77.71 feet; thence South 19°23'50" East, 74.78 feet; thence South 58°28'15" East, 67.20 feet; thence North 71°10'44" East, 75.16 feet; thence North 02°58'43" East, 69.17 feet; thence North 33°28'13" East, 80.46



feet; thence North 26°00'59" East, 64.57 feet; thence North 02°09'27" West, 77.14 feet; thence North 29°23'41" East, 62.46 feet; thence North 16°22'28" East, 34.73 feet; thence North 42°42'17" East, 73.75 feet; thence North 33°41'34" East, 26.09 feet; thence North 03°49'47" East, 80.52 feet; thence North 10°49'53" West, 88.87 feet; thence North 03°14'34" West, 85.79 feet; thence North 32°21'52" West, 83.60 feet; thence North 14°14'23" East, 55.16 feet; thence North 14°21'51" West, 91.51 feet; thence North 19°23'46" West, 24.32 feet; thence North 87°27'49" East, 45.31 feet; thence South 44°07'48" East, 63.98 feet; thence South 63°51'36" East, 90.93 feet; thence South 47°59'08" East, 78.63 feet; thence South 48°19'30" East, 61.35 feet; thence South 27°08'47" East, 64.69 feet; thence South 50°49'21" East, 68.55 feet; thence South 65°18'41" East, 66.76 feet; thence South 46°38'23" East, 74.63 feet; thence South 28°38'20" East, 102.69 feet; thence South 05°16'40" East, 74.68 feet; thence South 19°19'26" East, 62.46 feet; thence South 21°47'30" East, 57.73 feet; thence South 01°37'37" West, 75.20 feet; thence South 07°39'11" East, 88.07 feet; thence South 08°56'26" East, 105.75 feet; thence South 27°02'23" East, 66.06 feet; thence South 03°35'51" West, 75.52 feet; thence South 27°04'28" West, 64.76 feet; thence South 19°45'27" West, 82.96 feet; thence South 36°01'21" East, 81.68 feet; thence South 48°30'02" East, 83.21 feet; thence South 80°44'19" East, 50.52 feet; thence South 34°55'14" East, 49.26 feet; thence South 10°17'31" West, 93.12 feet; thence South 14°56'49" West, 58.59 feet; thence South 36°27'16" East, 98.25 feet; thence South 32°55'04" East, 58.22 feet; thence South 24°09'49" East, 52.94 feet; thence South 50°38'15" East, 41.00 feet; thence South 68°17'47" West, 572.70 feet; thence South 39°50'51" East, 36.00 feet; thence South 89°34'13" East, 33.86 feet; thence South 21°44'08" East, 66.15 feet; thence South 06°31'22" West, 48.68 feet; thence South 13°51'39" East, 78.37 feet; thence South 11°46'13" East, 103.85 feet; thence South 21°24'13" East, 51.31 feet; thence North 72°20'28" West, 16.88 feet; thence South 36°31'21" East, 45.10 feet; thence South 16°57'53" East, 73.98 feet; thence South 16°07'44" East, 16.59 feet to a point lying on said Northerly right of way line of Nocatee Parkway; thence Westerly along said Northerly right of way line the following 4 courses: Course 1, thence Westerly along the arc of a curve concave Northerly having a radius of 4882.00 feet, through a central angle of 00°38'25", an arc length of 54.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 86°25'55" West, 54.55 feet; Course 2, thence North 86°06'43" West, 1042.41 feet; Course 3, thence North 87°14'32" West, 194.71 feet; Course 4, thence North 84°59'54" West, 312.55 feet to the Point of Beginning.

Containing 41.41 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711,
OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
14775 Old St. Augustine Road, Jacksonville, FL 32259
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LR 3624

DAWON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6284

DATE: JANUARY 28, 2012 SCALE: 1"=600'

ORDER NO.: 12-014.00 FILE NO.: 122A-17.000 CAD FILE: L:\Survey\Projects\2012\St. Johns County Park Site\Drawings\County Park Site.dwg

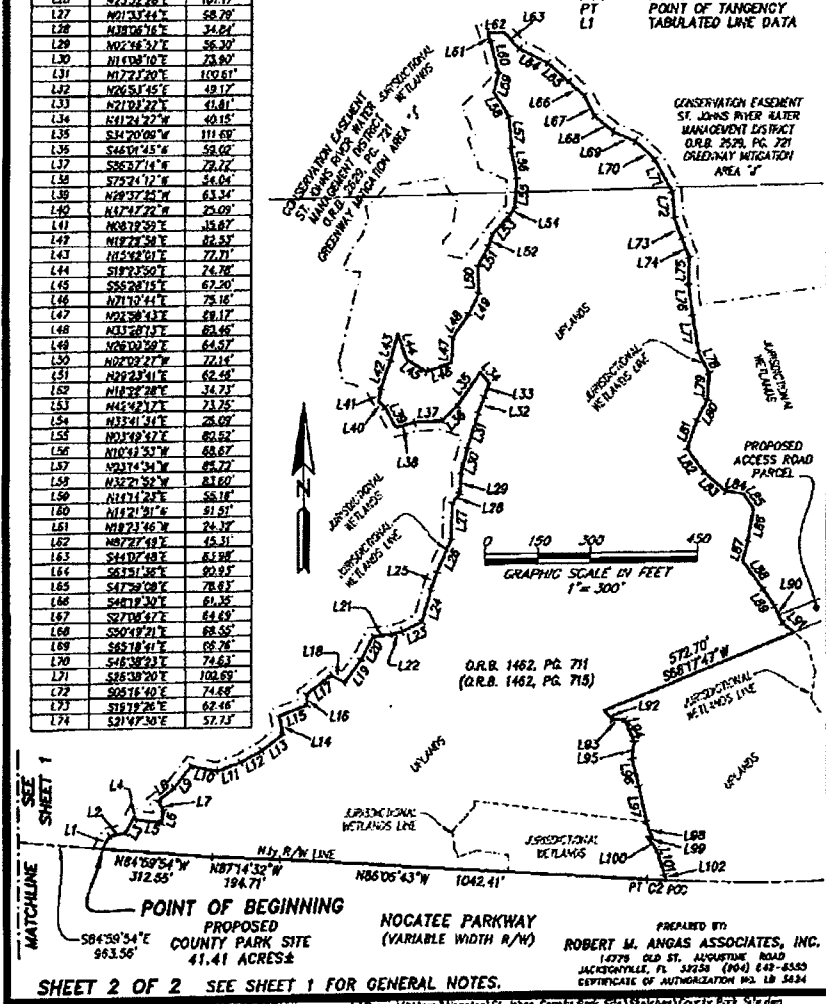
LINE	BEARING	LENGTH
L1	N32°20'11"E	41.27'
L2	N72°54'50"E	45.01'
L3	N38°01'50"E	41.07'
L4	S38°48'55"E	10.62'
L5	S82°28'24"E	20.65'
L6	N09°14'07"E	34.18'
L7	N26°51'17"E	31.58'
L8	N52°12'44"E	58.49'
L9	N44°11'20"E	78.02'
L10	S70°08'11"E	78.16'
L11	N70°54'17"E	20.27'
L12	N61°53'17"E	68.20'
L13	S53°38'47"E	26.55'
L14	N11°15'33"W	32.43'
L15	N65°52'07"E	81.22'
L16	N02°23'47"E	29.25'
L17	N52°43'39"E	88.55'
L18	S52°43'04"E	42.42'
L19	N58°21'41"E	78.85'
L20	N02°02'30"E	72.15'
L21	N54°38'01"E	82.61'
L22	N74°31'11"E	33.89'
L23	N66°07'23"E	61.10'
L24	N16°20'21"E	85.85'
L25	N18°02'56"E	32.68'
L26	N73°52'28"E	101.17'
L27	N01°33'44"E	58.29'
L28	N18°06'16"E	34.84'
L29	N02°46'37"E	56.30'
L30	N14°08'10"E	73.80'
L31	N172°23'07"E	103.61'
L32	N26°51'45"E	49.17'
L33	N21°02'22"E	43.81'
L34	S11°24'32"W	40.15'
L35	S34°20'05"W	111.69'
L36	S16°14'45"E	59.02'
L37	S58°37'14"W	29.22'
L38	S73°41'12"W	24.04'
L39	N18°57'43"W	63.34'
L40	N14°47'22"W	25.09'
L41	N08°12'52"E	35.87'
L42	N18°21'58"E	82.53'
L43	N12°42'01"E	77.71'
L44	S19°25'07"E	74.28'
L45	S55°28'15"E	67.20'
L46	N71°10'44"E	78.16'
L47	N02°58'43"E	28.17'
L48	N03°28'13"E	82.86'
L49	N26°10'50"E	84.87'
L50	N02°02'27"W	22.14'
L51	N02°28'11"E	62.40'
L52	N18°22'28"E	34.23'
L53	N45°42'17"E	21.25'
L54	N13°41'51"E	28.09'
L55	N01°49'47"E	80.52'
L56	N10°41'53"W	68.67'
L57	N03°14'54"W	85.72'
L58	N13°21'52"W	81.60'
L59	N14°11'28"E	56.18'
L60	N14°21'01"E	81.81'
L61	N08°21'46"W	24.37'
L62	N07°27'49"E	45.31'
L63	S14°07'49"E	61.98'
L64	S63°17'38"E	80.83'
L65	S17°59'08"E	78.83'
L66	S49°12'30"E	81.32'
L67	S27°06'47"E	84.69'
L68	S60°42'21"E	88.52'
L69	S45°18'41"E	88.26'
L70	S18°38'21"E	74.63'
L71	S28°38'20"E	104.69'
L72	S05°16'40"E	74.88'
L73	S18°12'26"E	62.46'
L74	S21°47'30"E	57.73'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	4882.00'	02°38'21"	54.55'	N86°25'59"W	54.55'

LINE	BEARING	LENGTH
L75	S01°12'17"W	75.20'
L76	S02°40'11"E	68.07'
L77	S08°56'24"E	105.25'
L78	S17°02'47"E	86.06'
L79	S01°35'31"W	75.52'
L80	S27°04'28"W	64.78'
L81	S18°43'22"W	82.06'
L82	S38°01'21"E	81.68'
L83	S48°30'02"E	83.21'
L84	S30°44'18"E	50.52'
L85	S34°55'14"E	49.26'
L86	S10°17'31"W	83.12'
L87	S14°58'44"E	58.59'
L88	S36°27'16"E	84.28'
L89	S17°58'39"E	58.82'
L90	S21°42'47"E	53.84'
L91	S50°38'15"E	41.07'

LINE	BEARING	LENGTH
L92	S38°50'51"E	36.00'
L93	S09°34'17"E	33.86'
L94	S21°44'08"E	85.15'
L95	S08°31'22"W	48.68'
L96	S13°51'03"E	78.37'
L97	S11°48'13"E	103.85'
L98	S21°24'37"E	91.31'
L99	N72°20'28"W	16.68'
L100	S36°31'21"E	45.10'
L101	S16°57'53"E	73.68'
L102	S16°07'44"E	18.58'

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
P.C. PAGE
R/W RIGHT OF WAY
P.O.C. POINT ON CURVE
P.T. POINT OF TANGENCY
L1 TABULATED LINE DATA



ORDER NO.: 12-014.00 FILE NO.: 122A-12.00B CAD FILE: E:\Projects\Nocatee\Nocatee St. Johns County Park Site\Stables\County Park Site.dwg

Revised January 31, 2012
January 25, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00A

Future Donation Site

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

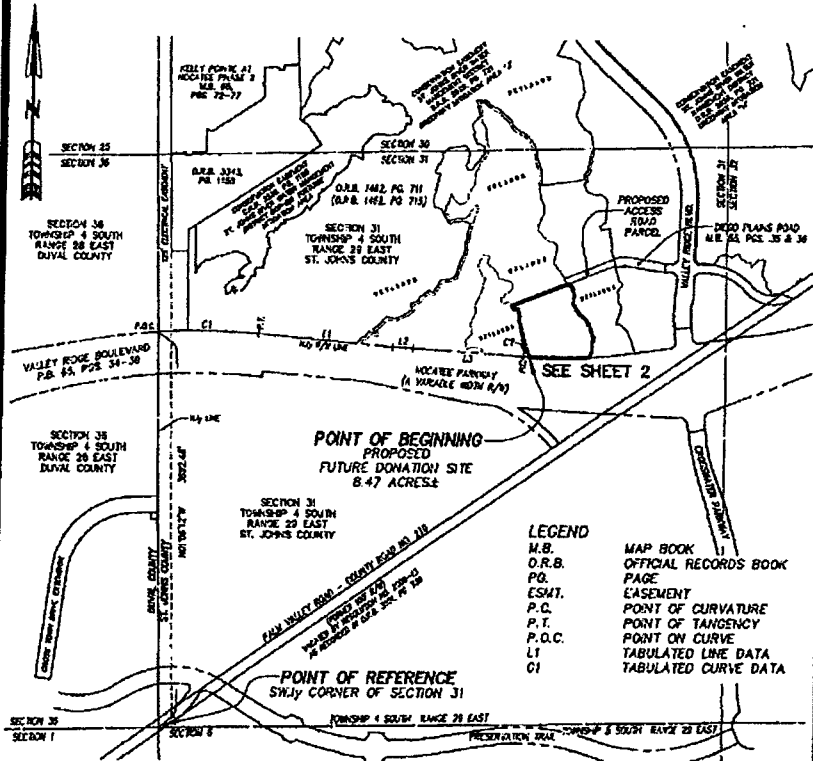
For a point of Reference, commence at the Southwesterly corner of said Section 31; thence North 01°06'12" West, along the Westerly line of said Section 31, a distance of 3692.48 feet to its intersection with the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said right of way line being an curve concave Southerly having a radius of 6200.00 feet; thence Easterly along said Northerly right of way line the following 5 courses: Course 1, thence Easterly departing said Westerly line, along said Northerly right of way line and along the arc of said curve, through a central angle of 08°52'03", an arc length of 959.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°25'56" East, 958.60 feet; Course 2, thence South 84°59'54" East, 1276.11 feet; Course 3, thence South 87°14'32" East, 194.71 feet; Course 4, thence South 86°06'43" East, 1042.41 feet to the point of curvature of a curve concave Northerly having a radius of 4882.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 00°38'25", an arc length of 54.55 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 86°25'55" East, 54.55 feet.

From said Point of Beginning, thence North 16°07'44" West, departing said Northerly right of way line, 16.59 feet; thence North 16°57'53" West, 73.98 feet; thence North 36°31'21" West, 45.10 feet; thence South 72°20'28" East, 16.88 feet; thence North 21°24'13" West, 51.31 feet; thence North 11°46'13" West, 103.85 feet; thence North 13°51'39" West, 78.37 feet; thence North 06°31'22" East, 48.68 feet; thence North 21°44'08" West, 66.15 feet; thence North 89°34'13" West, 33.86 feet; thence North 39°50'51" West, 36.00 feet; thence North 68°17'47" East, 572.70 feet; thence South 50°38'15" East, 48.93 feet; thence South 14°51'03" East, 81.67 feet; thence South 07°54'16" West, 75.91 feet; thence South 31°19'00" East, 107.35 feet; thence South 51°31'12" East, 71.41 feet; thence South 31°40'59" East, 67.73 feet; thence South 21°48'57" East, 74.24 feet; thence South 21°56'21" East, 73.47 feet; thence South 19°35'17" West, 60.15 feet; thence South 04°42'59" East, 59.07 feet; thence South 23°50'24" West, 65.98 feet to a point lying on said Northerly right of way line of Nocatee Parkway, said Northerly right of way line being a curve concave Northerly having a radius of 4882.00 feet; thence Westerly along the arc of said curved Northerly right of way line, through a central angle of 06°41'04", an arc length of 569.56 feet to Point of Beginning, said arc being subtended by a chord bearing and distance of South 89°54'21" West, 569.23 feet.

Containing 8.47 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

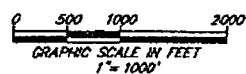


LEGEND
 M.B. MAP BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 P.G. PAGE
 ESAT. EASEMENT
 P.C. POINT OF CURVATURE
 P.T. POINT OF TANGENCY
 P.O.C. POINT ON CURVE
 L1 TABULATED LINE DATA
 C1 TABULATED CURVE DATA


CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	CHORD
C1	6200.00'	04°52'03"	938.55'	S89°25'56"E	938.60'
C2	4882.00'	00°38'25"	54.55'	S86°25'55"E	54.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°59'54"E	1276.11'
L2	S87°14'32"E	184.71'
L3	S88°06'43"E	1042.41'

NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY LINE OF THE SECTION 31 AS BEING NORTH 01°06'12" WEST.
 3) JURISDICTIONAL METLAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 115C-1, DATED OCTOBER 21, 1998, LAST REVISED SEPTEMBER 22, 2006.

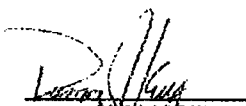


REVISED JANUARY 31, 2012 TO AMEND SURVEYORS ERROR. SHEET 1 OF 2



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

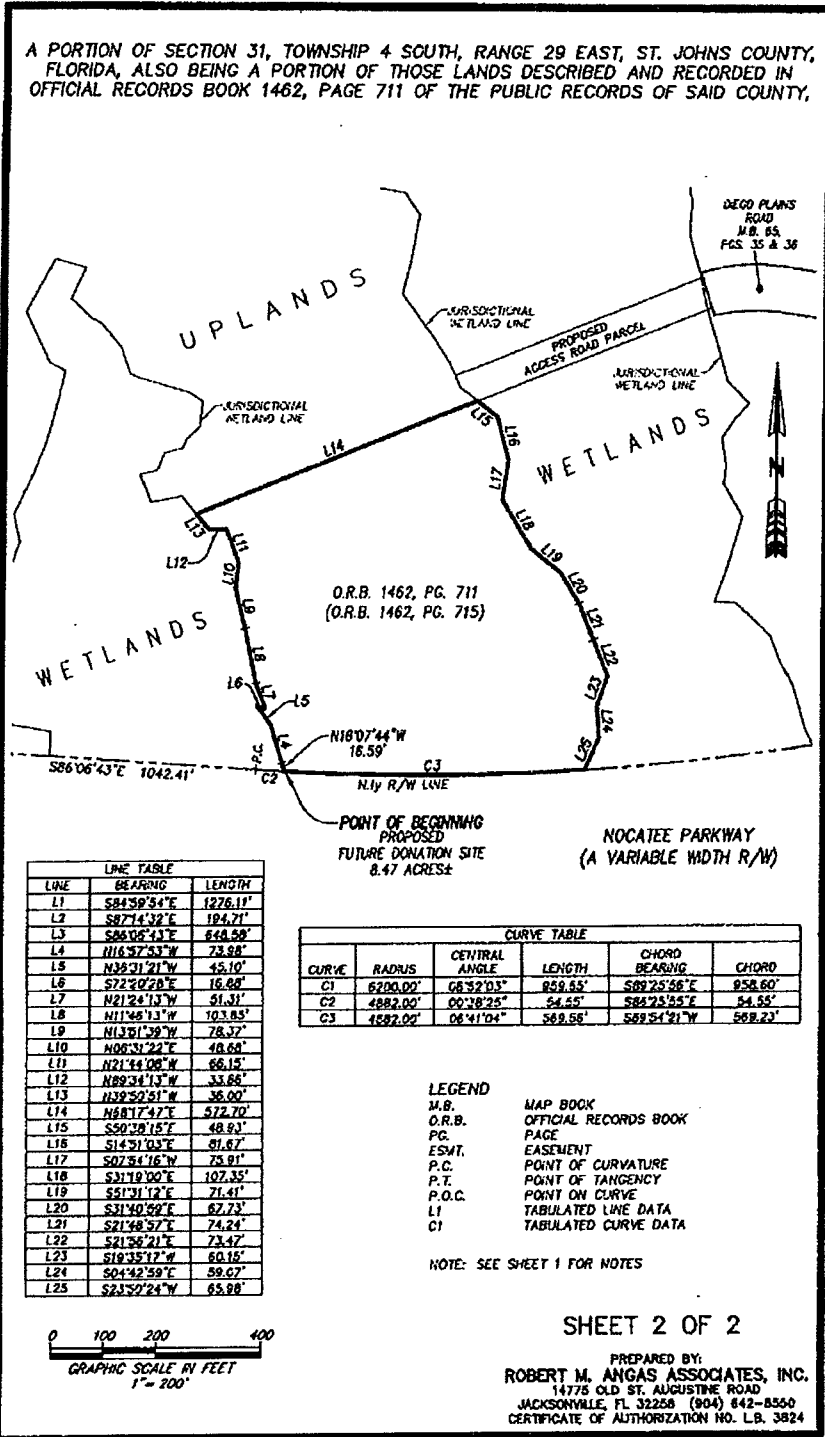


DARRIN J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

DATE: JANUARY 25, 2012 SCALE: 1"=1000'

ORDER NO.: 12-014.00 FILE NO.: 1224-17.00A CAD FILE: E:\31\12\2012\St. Johns County Park Site Sketch\12-25-12-17-00a.dwg

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY,



LINE	BEARING	LENGTH
L1	S84°59'54"E	1226.11'
L2	S87°14'32"E	194.71'
L3	S86°05'43"E	644.58'
L4	N16°37'53"W	73.98'
L5	N32°31'21"W	45.10'
L6	S72°20'28"E	16.88'
L7	N21°24'13"W	51.31'
L8	N11°46'13"W	103.83'
L9	N13°51'39"W	78.32'
L10	N06°31'22"E	48.68'
L11	N21°44'08"W	66.15'
L12	N89°34'13"W	33.86'
L13	N39°52'51"W	36.00'
L14	N88°17'47"E	572.70'
L15	S50°38'18"E	48.83'
L16	S14°31'03"E	81.67'
L17	S07°54'16"W	73.91'
L18	S31°19'00"E	107.35'
L19	S51°31'12"E	71.41'
L20	S31°40'52"E	67.73'
L21	S21°48'57"E	74.24'
L22	S21°56'21"E	73.42'
L23	S19°35'17"W	60.15'
L24	S04°42'59"E	59.02'
L25	S23°50'24"W	65.98'

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	6200.00'	06°52'03"	859.55'	S89°25'56"E	958.60'
C2	4882.00'	00°18'25"	84.55'	S88°25'55"E	84.55'
C3	4582.00'	06°41'04"	569.56'	S89°54'21"W	569.23'

LEGEND
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
P.C. PAGE
E.S.M.T. EASEMENT
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.O.C. POINT ON CURVE
L1 TABULATED LINE DATA
C1 TABULATED CURVE DATA

NOTE: SEE SHEET 1 FOR NOTES

SHEET 2 OF 2

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32256 (904) 642-8560
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824



CAD FILE: Z:\BVA\Locations\St. Johns County Port 52a\Sketches\B2-Porture-Donation.dwg



www.mangas.com
tel 904-642-8550 • fax 904-642-1165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

January 25, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00C

Access Road Parcel

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

For a point of Reference, commence at the Southwesterly corner of said Section 31; thence North $01^{\circ}06'12''$ West, along the Westerly line of said Section 31, a distance of 3692.48 feet to its intersection with the Northerly right of way line of Nocatee Parkway, a variable width right of way as presently established, said right of way line being an curve concave Southerly having a radius of 6200.00 feet; thence Easterly along said Northerly right of way line the following 5 courses: Course 1, thence Easterly departing said Westerly line, along said Northerly right of way line and along the arc of said curve, through a central angle of $08^{\circ}52'03''$, an arc length of 959.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ}25'56''$ East, 958.60 feet; Course 2, thence South $84^{\circ}59'54''$ East, 1276.11 feet; Course 3, thence South $87^{\circ}14'32''$ East, 194.71 feet; Course 4, thence South $86^{\circ}06'43''$ East, 1042.41 feet to the point of curvature of a curve concave Northerly having a radius of 4882.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of $00^{\circ}38'25''$, an arc length of 54.55 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ}25'55''$ East, 54.55 feet; thence North $16^{\circ}07'44''$ West, departing said Northerly right of way line, 16.59 feet; thence North $16^{\circ}57'53''$ West, 73.98 feet; thence North $36^{\circ}31'21''$ West, 45.10 feet; thence South $72^{\circ}20'28''$ East, 16.88 feet; thence North $21^{\circ}24'13''$ West, 51.31 feet; thence North $11^{\circ}46'13''$ West, 103.85 feet; thence North $13^{\circ}51'39''$ West, 78.37 feet; thence North $06^{\circ}31'22''$ East, 48.68 feet; thence North $21^{\circ}44'08''$ West, 66.15 feet; thence North $89^{\circ}34'13''$ West, 33.86 feet; thence North $39^{\circ}50'51''$ West, 36.00 feet; thence North $68^{\circ}17'47''$ East, 572.70 feet to the Point of Beginning.

From said Point of Beginning, thence North $50^{\circ}38'15''$ West, 41.00 feet; thence North $24^{\circ}09'49''$ West, 24.14 feet; thence North $68^{\circ}17'47''$ East, 499.99 feet to a point lying on the Westerly termination of Diego Plains Road, a variable width right of way as presently established; thence South $17^{\circ}30'00''$ East, along said Westerly termination, 60.16 feet; thence South $68^{\circ}17'47''$ West, departing said Westerly termination, 474.71 feet to the Point of Beginning.

Containing 0.68 acres, more or less.

SURVEYORS • PLANNERS • CIVIL ENGINEERS
Jacksonville, Florida

EXHIBIT "2.7.3A"
ACCESS EASEMENT

ACCESS EASEMENT

This **ACCESS EASEMENT** (this "Agreement") is entered into as of _____, 20____, by and between **SONOC COMPANY, LLC**, a Delaware limited liability company ("Grantor") and **ST JOHNS COUNTY, FLORIDA** ("Grantee").

BACKGROUND

A. Grantor is the owner of that certain parcel described on **Exhibit "A"** attached hereto (the "Roadway Parcel").

B. Grantee is the owner of or has an easement over those certain parcels described on **Exhibit "B"** attached hereto (the "County Property").

C. The parties wish to enter into this Agreement to provide Grantee with an easement over the Roadway Parcel to access the County Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the parties agree as follows:

1. **Access Easement.** Grantor hereby grants to Grantee a non-exclusive easement over and across the Roadway Parcel, for the benefit of the County Property, for the purpose of providing ingress and egress to and from the County Property. Grantee shall not construct any improvements within the Roadway Parcel without Grantor's prior written consent. Grantee, at its expense, shall comply with all applicable laws, rules, regulations, permits and approvals in connection with any use of the Roadway Parcel.

2. **Grantor's Reserved Rights.** Grantor retains all rights in and to the Roadway Parcel not inconsistent with the easement granted to Grantee above, including, without limitation, the right (but not the obligation) unto Grantor and its successors and assigns to use the Roadway Parcel for access and/or construct a roadway and utility improvements in the Roadway Parcel.

3. **Conveyance of Fee Title.** It is anticipated that Grantee will design, engineer and construct a roadway or cause a third party to design, engineer and construct a roadway within the Roadway Parcel. The parties acknowledge that the final right-of-way boundary may vary slightly from the legal description of the Roadway Parcel attached hereto when the design and engineering of the roadway is completed. Upon finalization of the design and engineering of the

roadway, Grantee shall notify Grantor and provide Grantor with a sketch and legal description of the final right-of-way boundary. Within thirty (30) days thereafter, Grantor shall grant fee title to such land to Grantee and Grantor and Grantee shall execute and deliver a recordable termination of this Agreement.

4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their successors and assigns and shall run with title to the parcels of land described herein.

5. **Default.** A default by a party under this Agreement shall entitle the party benefited by the applicable covenant(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance.

6. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

7. **Amendments.** Except as otherwise set forth in this Agreement, amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the then current owners of the property subject to this Agreement.

8. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

{This Space Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

SONOC COMPANY, LLC, a Delaware limited liability company

(Print Name _____)

By: _____
Name: _____
Title: _____

(Print Name _____)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____, of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

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

GRANTEE:

ST JOHNS COUNTY, FLORIDA

(Print Name _____)

By: _____

Name: _____

Title: _____

(Print Name _____)

STATE OF FLORIDA }
 }
 }SS
COUNTY OF _____}

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of **ST. JOHNS COUNTY,**
FLORIDA, on behalf of the County.

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

EXHIBIT "A"
ROADWAY PARCEL

EXHIBIT "B"

THE COUNTY PROPERTY

**[TO BE THE PROPERTY AND EASEMENT PROPERTY
DESCRIBED ON EXHIBITS "1.1" AND "1.1A" ABOVE]**

EXHIBIT "2.7.3B"
ROADWAY PARCEL



www.rmanges.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

January 25, 2012
Nocatee/St. Johns County Park Site

Work Order No. 12-014.00
File No. 122A-17.00C

Access Road Parcel

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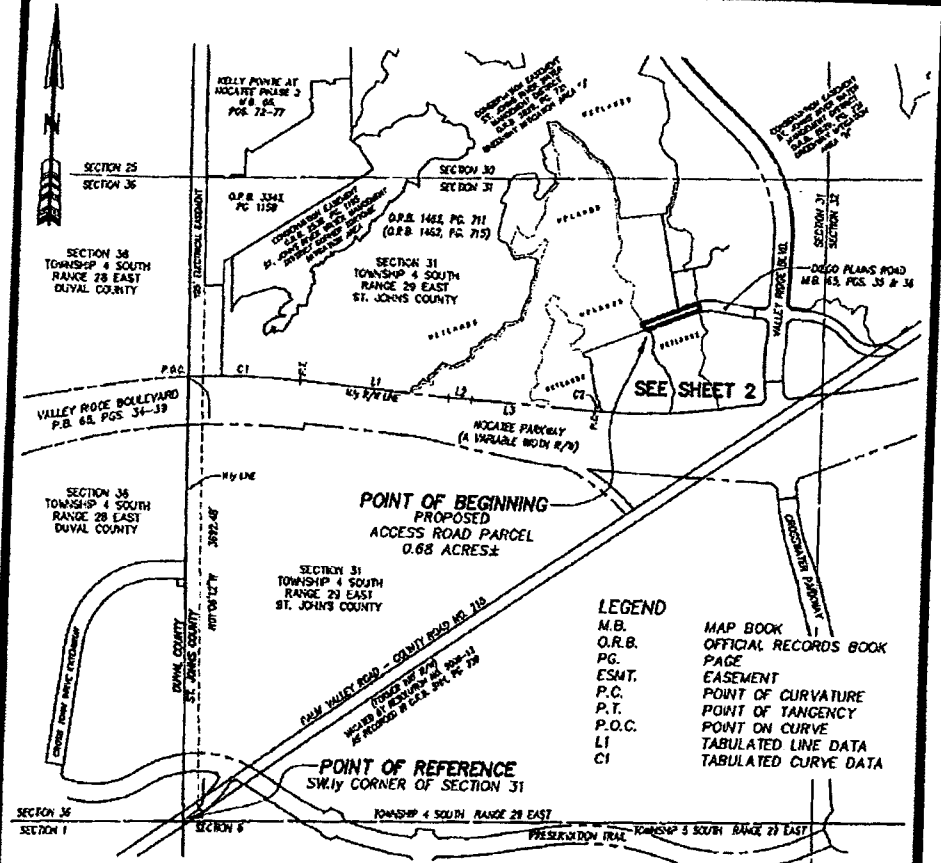
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Containing 0.68 acres, more or less.

SURVEYORS • PLANNERS • CIVIL ENGINEERS
Jacksonville, Florida

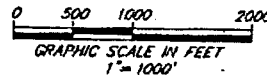
SKETCH TO ACCOMPANY DESCRIPTION
 A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD
C1	6200.00'	08°52'03"	959.55'	S88°25'56"E	958.60'
C2	4882.00'	00°38'25"	64.55'	S88°25'55"E	64.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°59'34"E	1276.11'
L2	S87°14'32"E	194.71'
L3	S86°06'43"E	648.88'

- NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY LINE OF THE SECTION 31 AS BEING NORTH 01°06'12" WEST.
 3) JURISDICTIONAL WETLAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 1150-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2008.



SHEET 1 OF 2



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 842-4165
 Certificate of Authorization No.: LB 3624

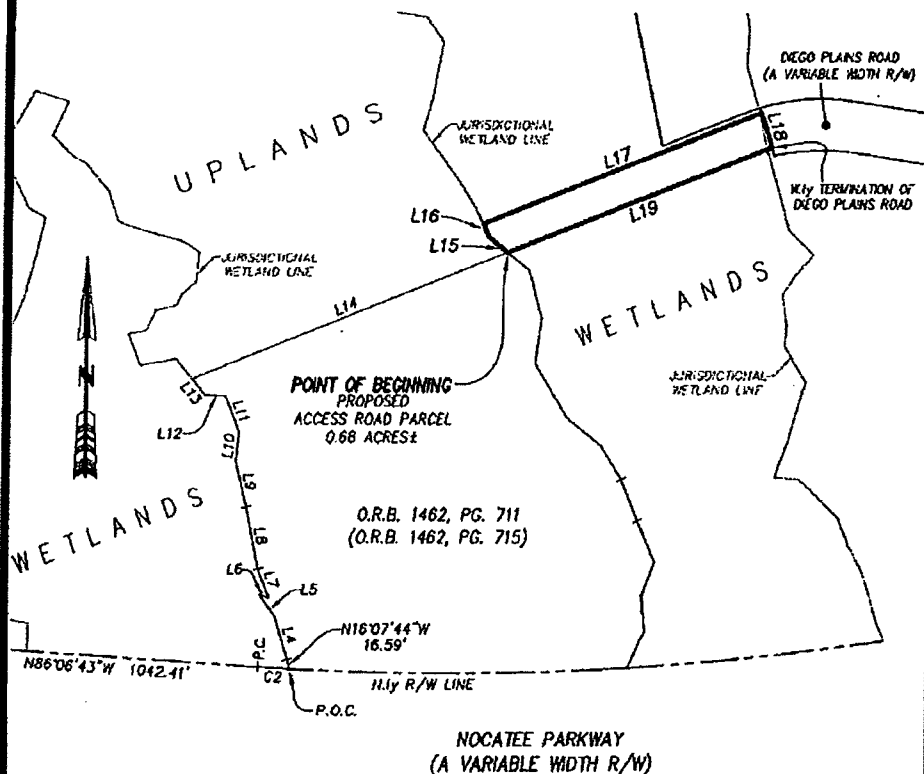
DATE: JANUARY 25, 2012 SCALE: 1"=1000'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DAMON J. KELLY
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

ORDER NO.: 12-014.00 FILE NO.: 122A-17.00C CAD FILE: I:\S\12\Nocobe\St Johns County Park Site\Sketches\Access Road Policy

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 711 OF THE PUBLIC RECORDS OF SAID COUNTY,

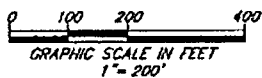


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- LEGEND**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - ESMT. EASEMENT
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.O.C. POINT ON CURVE
 - L1 TABULATED LINE DATA
 - C1 TABULATED CURVE DATA

NOTE: SEE SHEET 1 FOR NOTES



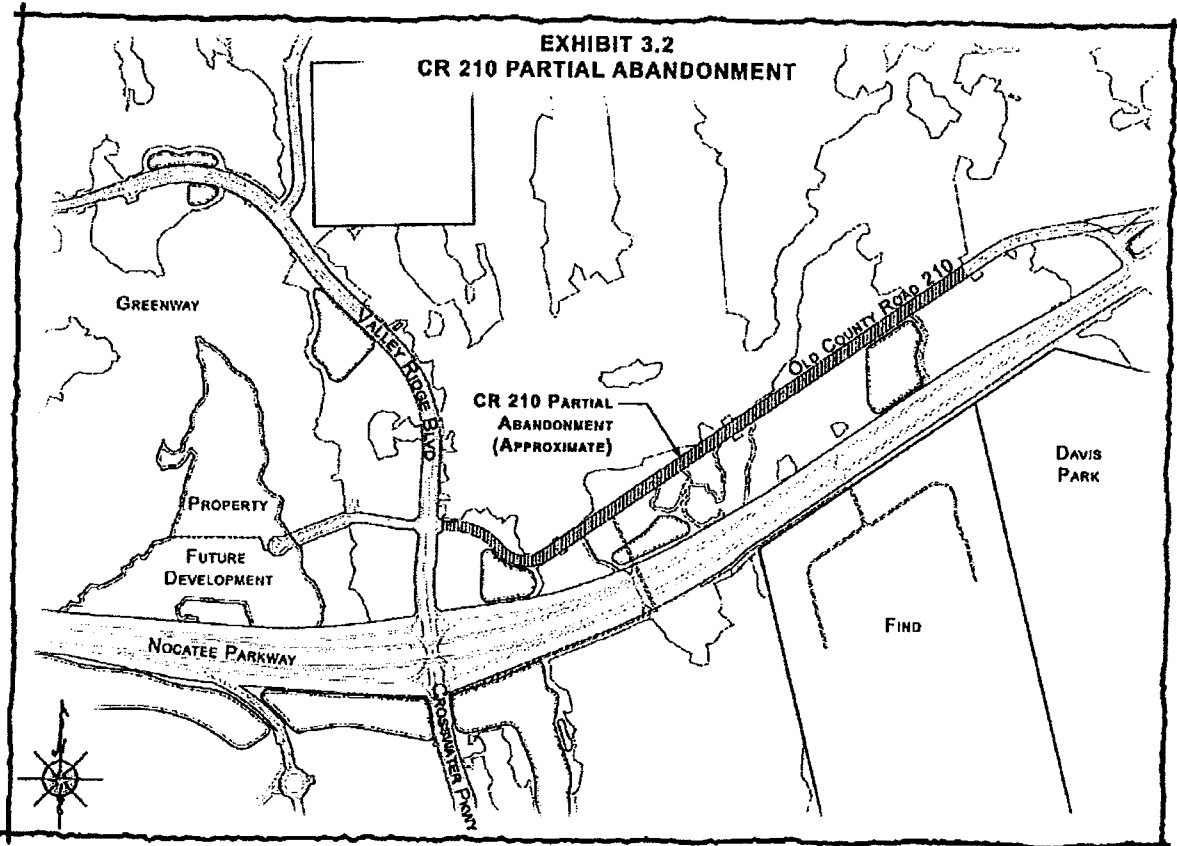
SHEET 2 OF 2

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32256 (804) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3824

ORDER NO. 17-014.00 FILE NO. 122A-17.000 CAD FILE: F:\S\W\Coastline\St Johns County Park Site\Sketches\Access Road Pol.dwg

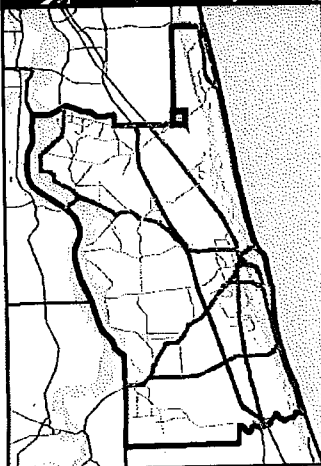
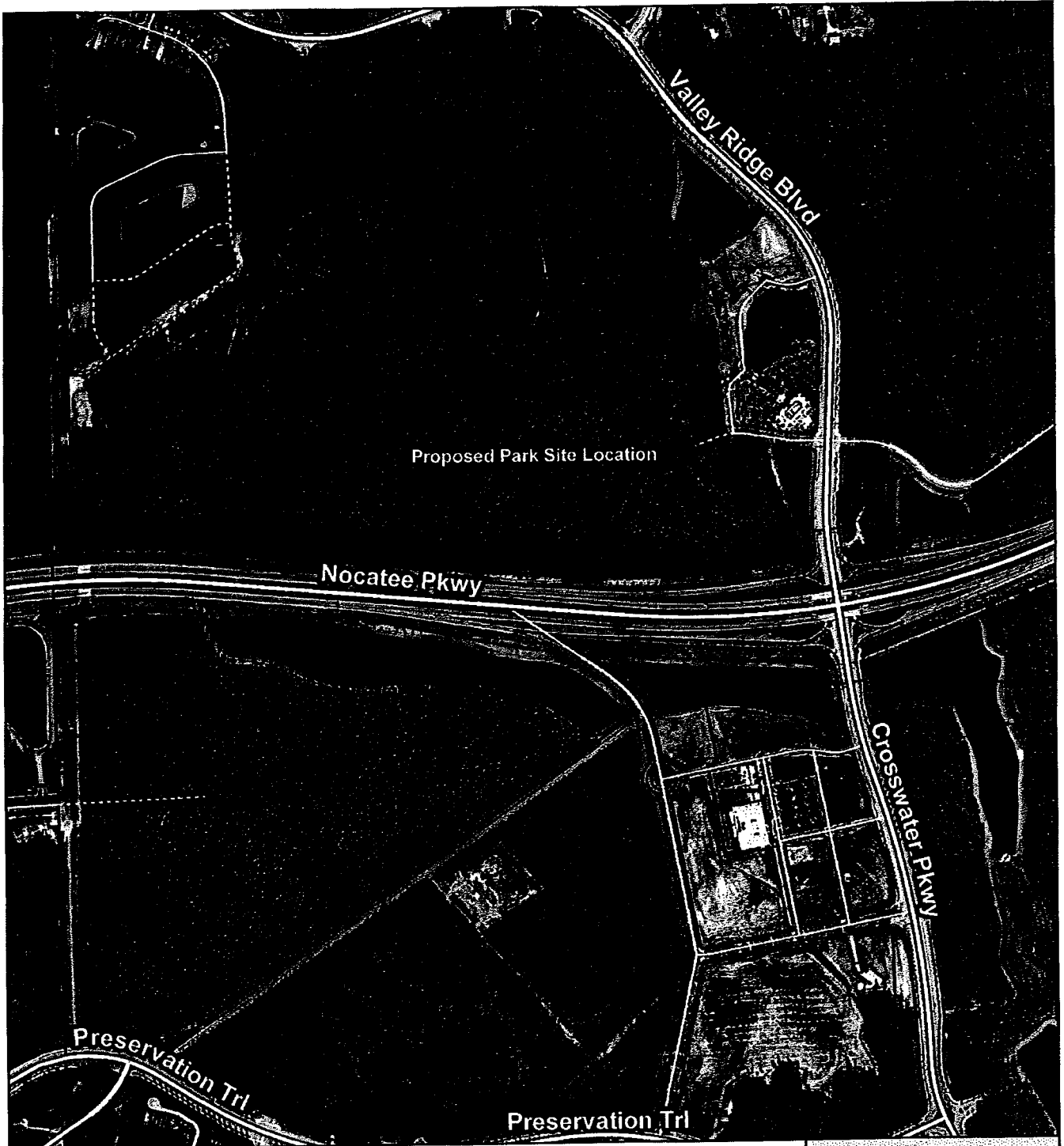
EXHIBIT "3.2"

PORTION OF COUNTY ROAD 210 SUBJECT TO ABANDONMENT

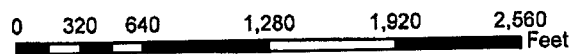


NOVEMBER 2011

ETM
 Engineering, Planning & Construction
 10000 N. Orange Blossom Trail, Suite 100
 Orlando, FL 32817
 Phone: 407.255.1234
 Fax: 407.255.1235
 Email: info@etm.com



**Nocatee
Park Conveyance
Agreement**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 24, 2010
(904) 209-0790



2010 Aerial Imagery

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