RESOLUTION NO. 2015-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING, AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE, A SPECIAL WARRANTY DEED, ACCESS EASEMENT, DECLARATION OF RESTRICTION, ASSIGNMENT AND ASSUMPTION OF PERMITS, NOTICE OF CONVEYANCE AND REQUEST TO TRANSFER, NOTICE AND REQUEST FOR PERMIT TRANSFER, AND LETTER TO COUNTY FOR CONVEYANCE OF A FIFTY ACRE PARK AND EVENT PARKING SITE LOCATED WITHIN NOCATEE DRI PURSUANT TO THE TERMS OF THE AMENDED AND RESTATED DEVELOPMENT ORDER.

WHEREAS, SONOC Company, LLC, a Delaware limited liability company ("SONOC"), has executed and presented a Special Warranty Deed and Access Easement for a fifty acre park site ("Park Site") located within Nocatee and more particularly described in Exhibits "A" and "B", respectively, attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, the donation of the property for the park site is required by the Amended and Restated Development Order of the Nocatee DRI approved by Resolution 2012-77 ("DO") and the Park Conveyance Agreement ("Conveyance Agreement") approved by Resolution 2012-76; and,

WHEREAS, the Park Site is subject to a Use Agreement between PGA Tour, Inc., and St. Johns County ("County"), approved by Resolution 2012-138, for the exclusive use of the PGA Tour for thirty-five (35) days each year for event parking in exchange for sharing the costs of developing the required roadways and parking areas; and,

WHEREAS, per the terms of Special Condition 33A of the DO a Declaration of Restriction prohibiting event parking on any County lands within Nocatee for any events held outside Nocatee except for on the Park Site, as more particularly described in Exhibit "C", attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, per the terms of the Conveyance Agreement, SONOC has presented an Assignment and Assumption of Permits, a Notice of Conveyance and Request to Transfer a portion of the St. Johns River Water Management District permit, and a Notice and Request for Permit Transfer for the Army Corps of Engineers, as more particularly described in Exhibits "D", "E" and "F", respectively, attached hereto, incorporated by reference and made a part hereof; and,

WHEREAS, per the terms of the Conveyance Agreement, the County will need to mitigate wetland impacts, in accord with the permits, by recording conservation easements on portions of the property and, if necessary, other land provided by SONOC; and,

WHEREAS, given the passage of time between the Conveyance Agreement and the herein contemplated acceptance of the Park Site, and the fact that County Road 210 Partial Abandonment condition of the Conveyance Agreement has already been met, SONOC has presented a Letter to the County, attached hereto as Exhibit "G" and incorporated by reference, describing the conveyance will include fee title to the entire Park Site without the intermediate step of granting a Park Easement; and,

WHEREAS, it is in the best interest of the County to accept this Special Warranty Deed, Access Easement, Declaration of Restriction, Assignment and Assumption of Permits, Notice of Conveyance and Request to Transfer, Notice and Request for Permit Transfer, and Letter to the County (collectively "Conveyance Documents") for the enjoyment of the citizens in the area.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissions 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. Upon acceptance of this Resolution by the Board of County Commissioners, the Conveyance Documents are hereby accepted and the County Administrator, or designee, is authorized to execute all related documents.

Section 3. To the extent that there are typographical, scriveners, administrative errors that <u>do not</u> change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Circuit Court is instructed to record the original Special Warranty Deed, the Access Easement, and the Declaration of Restriction in the Public Records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, this day of ________, 2015.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:______ Priscilla L. Bennett, Chair

Attest: Cheryl Strickland, Clerk of Court

Deputy Clerk

RENDITION DATE > 3/15

EXHIBIT "A" TO RESOLUTION

PREPARED BY AND RETURN TO: SPENCER N. CUMMINGS, ESQ. GUNSTER, YOAKLEY & STEWART, P.A. 225 WATER STREET, SUITE 1750 JACKSONVILLE, FL 32202

SPECIAL WARRANTY DEED

[NOCATEE]

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2015 by SONOC COMPANY, LLC, a Delaware limited liability company ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "B"** attached hereto and made a part hereof and other matters of record (collectively, the "Permitted Exceptions"). The property is part of the master planned community known as Nocatee, 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. No warranty as to acreage is made by Grantor herein.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee agrees to the following terms and provisions which are binding on Grantee and shall run with title to the Property:

1. <u>Use and Density Restriction</u>. Grantee agrees that the 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 St. Johns County Resolution No. 2012-77). To the fullest extent permitted by law, 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 (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 such Special Condition 33A of the DRI and opening the 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

- 2. <u>Successors and Assigns</u>. The covenants and restrictions contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.
- 3. <u>Modification</u>. The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment and Grantor and Grantor's specific assignees.
- 4. Remedies for Default. To the extent that any party shall default in its obligations pursuant to the terms of this Deed, the other party shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained, specifically including without limitation injunctive relief.
- 5. <u>Severability</u>. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.
- 6. No Implication; Releases. The restrictions set forth in Section 1 above shall benefit Grantor and Grantor's successors and assigns. Nothing in this Deed shall create any third party beneficiaries or impose any restrictions against any other lands except the Property. Grantor may waive or cancel any of the restrictions set forth herein in whole or in part at any time or from time to time without the consent or joinder of any other party, provided that no waiver or cancellation shall be effective unless in writing executed by Grantor referencing this Deed and recorded in the public records of St. Johns County, Florida. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any other party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrued and become due prior to such assignment.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written. Signed, sealed and delivered **GRANTOR:** in the presence of: SONOC COMPANY, a Delaware limited liability company Name: Jed V. Davis Name: Its: Vice President Name: STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was acknowledged before me this day of _____ 2015, by Jed V. Davis, the Vice President 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

Signed, sealed and delivered in the presence of:	GRANTEE:	
in the presence of.	ST. JOHNS COUNTY, FLORID subdivision of the State of Florida	A, a politica
	Ву:	
Name:	Name:Its:	
Name:		
STATE OF FLORIDA COUNTY OF DUVAL		
The foregoing instrument wa 2015, byCOUNTY, FLORIDA, a political su	s acknowledged before me this day of, the obdivision of the State of Florida, on behalf of the	of ST. JOHNS ne County.
	(Print Name)
	NOTARY PUBLIC	
	State of Florida at Large	
	Commission #	
	Personally Known	
	or Produced I.D.	
	[check one of the above]	
	Type of Identification Produced	

EXHIBIT "A"

PROPERTY



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

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

> THE METAGRAM - A ANNULARY - GRAD ELL CANADA Josh Sarah - B. Coda

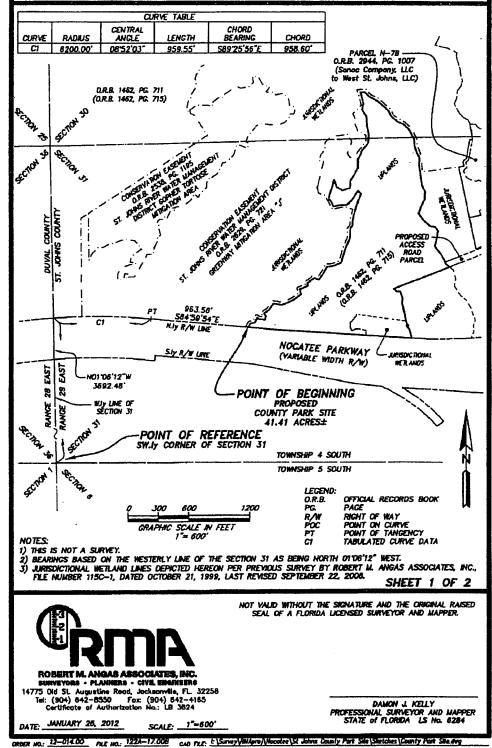
feet; thence North 26°00'59" East, 64.57 feet; thence North 02°09'27" West, 77.14 feet; thence North 29°23'41" East, 62.46 feet; thence North 16°22'28" East, 34.73 feet; thence North 42°42'17" East, 73.75 feet; thence North 33°41'34" East, 26.09 feet; thence North 03°49'47" East, 80.52 feet; thence North 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" Fast, 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.

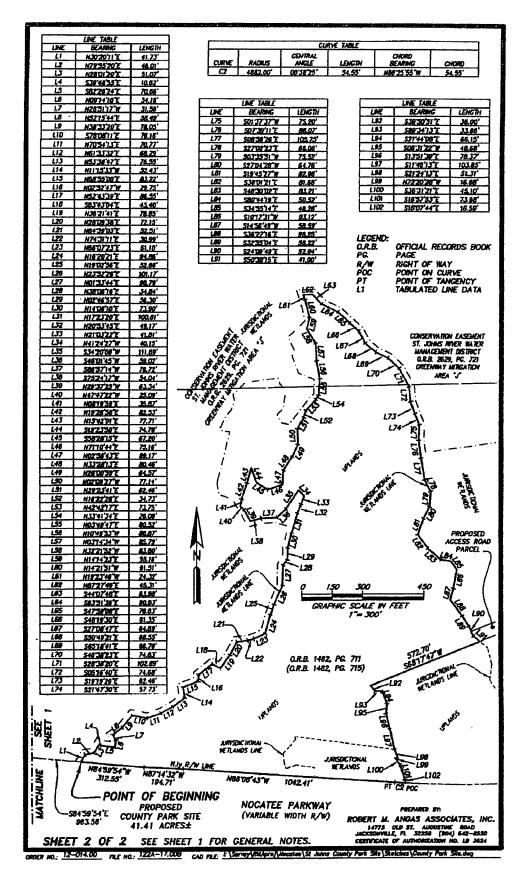
Containing 41.41 acres, more or less.

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.







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

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

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

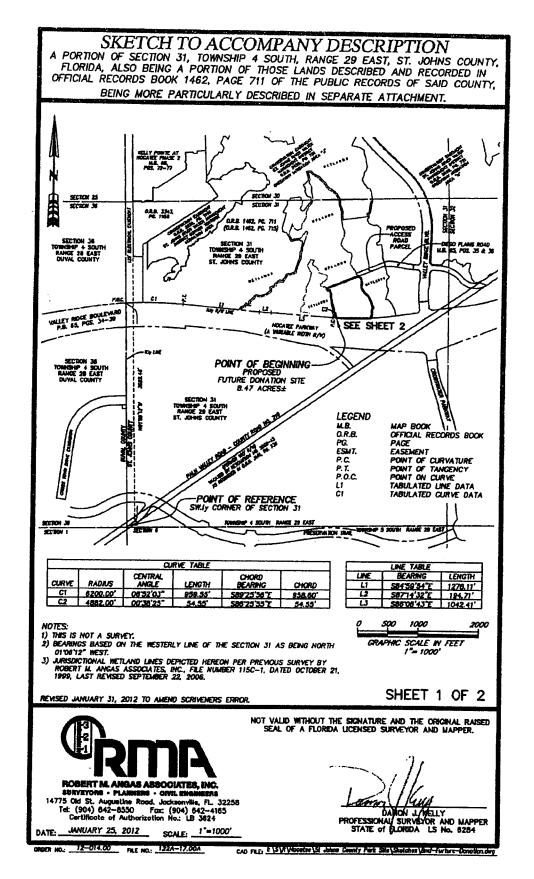
Future Donation Site

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.



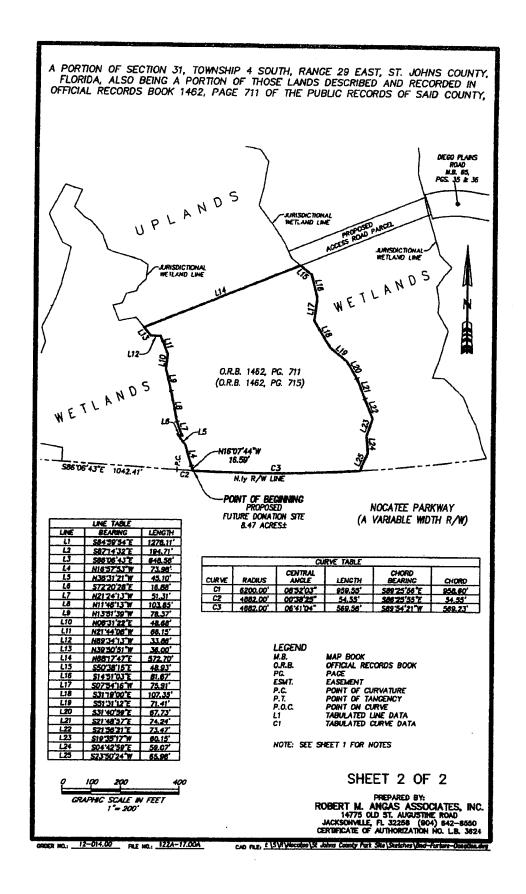


EXHIBIT "B"

PERMITTED EXCEPTIONS

All recordings referenced below refer to the public records of St. Johns County, Florida.

- 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; Modification recorded October 26, 2010 in Official Records Book 3369, page 258; and Modification recorded November 7, 2012 in Official Records Book 3640, page 998.
- 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; Second Amendment recorded April 28, 2014 in Official Records Book 3872, page 914.
- 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.
- 5. Unrecorded Installation and Service Agreement by and between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC dated June 2, 2006; First Amendment dated April 12, 2007; Second Amendment dated September 22, 2009.
- 6. Impact Fee Credit Agreement (Park Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 731.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments as set out in instrument recorded August 29, 2012 in Official Records Book 3607, page 1186.
- 17. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded September 19, 2012 in Official Records Book 3616, page 1693.
- 18. Notice as to Allocation of Developments Rights as set out in instrument recorded September 24, 2012 in Official Records Book 3618, page 1350.
- 19. Impact Fee Credit Agreement (Fire/Rescue Fees) as set out in instrument recorded May 7, 2014 in Official Records Book 3877, page 159.
- 20. Any matters affecting the Property which would be shown by a current and accurate survey and inspection of the Property.

EXHIBIT "B" TO RESOLUTION

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO: SPENCER N. CUMMINGS, ESQ. GUNSTER, YOAKLEY & STEWART, P.A., 225 WATER STREET, SUITE 1750 JACKSONVILLE, FL 32202

ACCESS EASEMENT

This ACCESS EASEMENT (this "Agreement") is entered into as of _______, 2015, 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").

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 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.
- 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. <u>Successors and Assigns</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. 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:	
presence of.	GRANTOR:
	SONOC COMPANY, LLC, a Delaware limited liability company
(Print Name)	
(Print Name)	By: Name: Jed V. Davis Title: Vice President
STATE OF FLORIDA)	
)SS COUNTY OF DUVAL)	
	as acknowledged before me this day of, ident, of SONOC COMPANY, LLC, a Delaware limited company.
	(D: 1)
	(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, a political subdivision of the State of Florida By: (Print Name Name: (Print Name STATE OF FLORIDA }SS COUNTY OF ST. JOHNS The foregoing instrument was acknowledged before me this day of 2015, by of ST. JOHNS COUNTY, ______, as ____ FLORIDA, a political subdivision of the State of 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



www.mangas.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

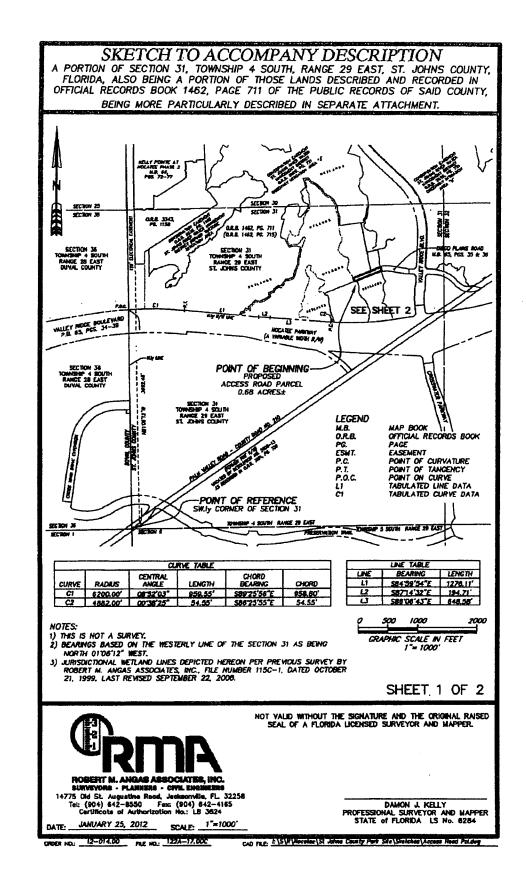
A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 711, of the Public Records of said county, being more particularly described as follows:

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 are 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 a point on said curve, said arc being subtended by a chord bearing and distance of South 86°25'55" East, 54.55 feet; 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 to the Point of Beginning.

From said Point of Beginning, thence North 50°38'15" West, 41.00 feet; thence North 24°09'49" West, 24.14 feet; thence North 68°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°30'00" East, along said Westerly termination, 60.16 feet; thence South 68°17'47" West, departing said Westerly termination, 474.71 feet to the Point of Beginning.

Containing 0.68 acres, more or less.

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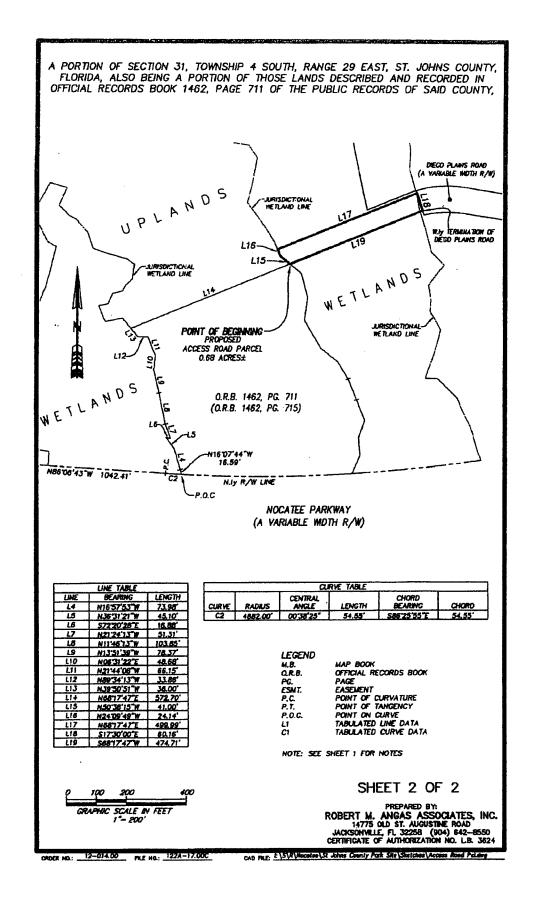


EXHIBIT "B"

COUNTY PROPERTY



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

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

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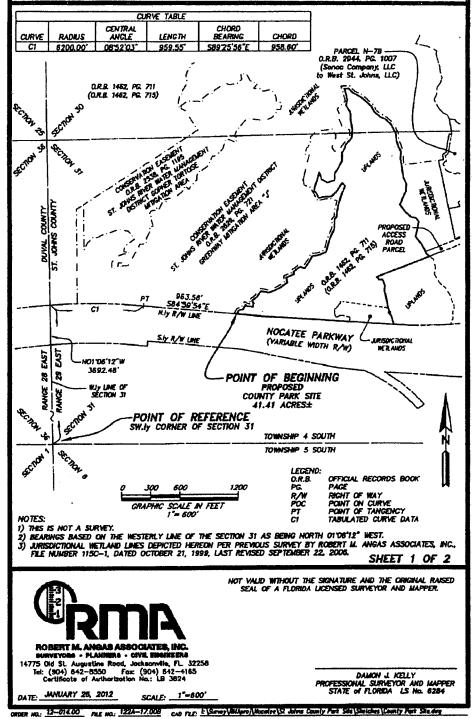
feet; thence North 26°00'59" East, 64.57 feet; thence North 02°09'27" West, 77.14 feet; thence North 29°23'41" East, 62.46 feet; thence North 16°22'28" East, 34.73 feet; thence North 42°42'17" East, 73.75 feet; thence North 33°41'34" East, 26.09 feet; thence North 03°49'47" East, 80.52 feet; thence North 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" Fast, 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.

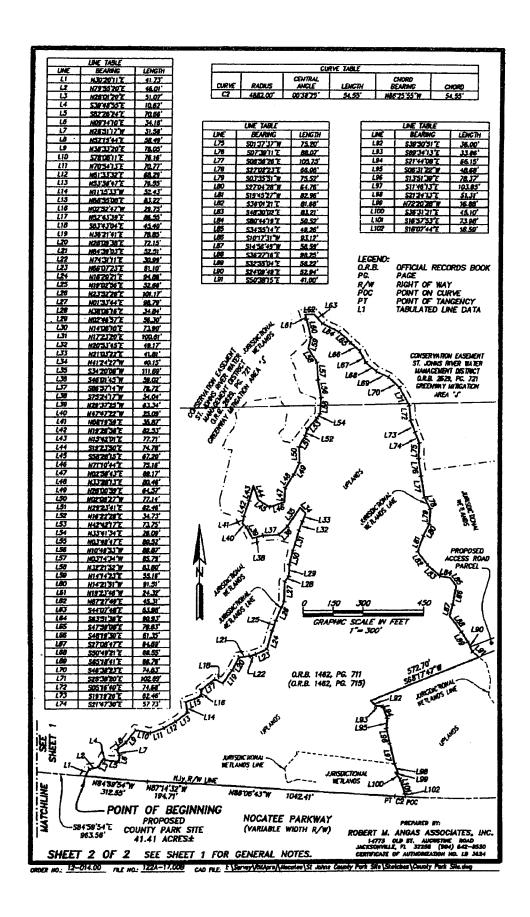
SKETCH TO ACCOMPANY DESCRIPTION OF

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.



10





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

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

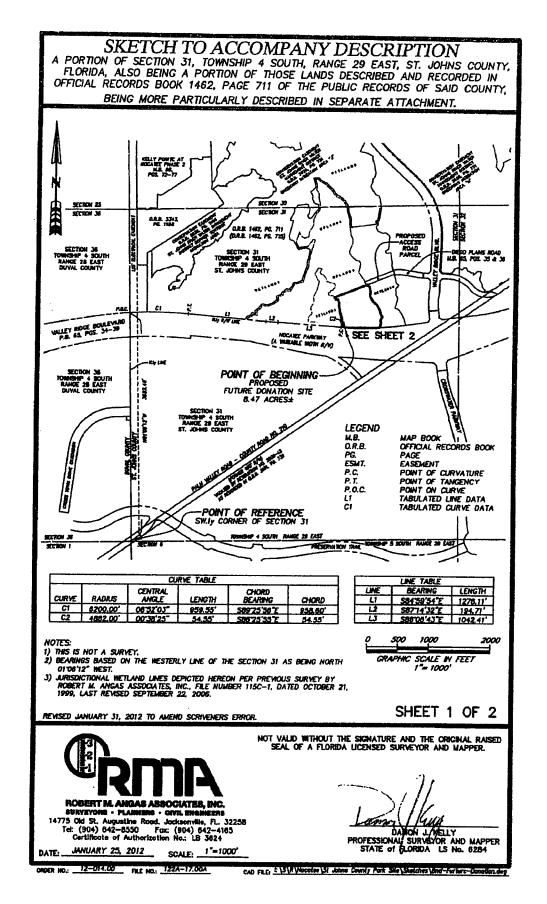
Future Donation Site

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.



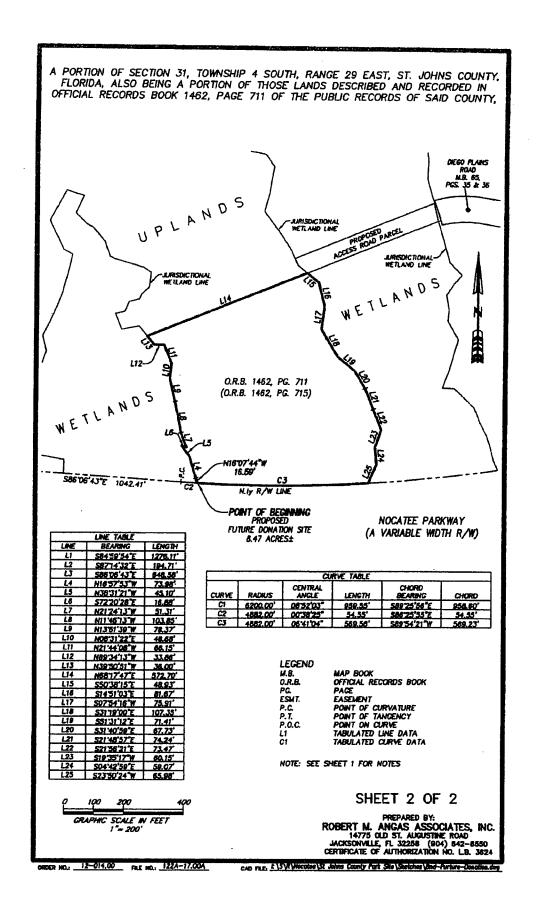


EXHIBIT "C" TO RESOLUTION

Prepared by/Record and return to: Spencer N. Cummings, Esq. Gunster Yoakley & Stewart, P.A. 225 Water Street, Suite 1750 Jacksonville, Florida 32202

DECLARATION OF RESTRICTION

THIS DECLARATION	OF RESTRICT	ION (this "Ag	greement") is m	ade as of the
day of	, 2015, by and	l between SO	ONOC COMPA	NY, LLC, a
Delaware limited liability comp	any, whose addres	ss is 4310 Pal	blo Oaks Court,	Jacksonville,
Florida 32224 ("SONOC") and	ST. JOHNS COU	NTY, FLORI	DA, a political	subdivision of
the State of Florida, whose addre	ess is 500San Sebas	tian View, St.	Augustine, Flor	ida 32084 (the
"Declarant").				`

RECITALS:

- A. Declarant owns the land in St. Johns County, Florida described on **Exhibit "A"** (the "Restricted Property"), which is in the master planned community known as Nocatee, the development of which is authorized by a development order pursuant to Resolution 2001-30, as amended and as may be amended (the "Nocatee DRI").
- B. SONOC and the Declarant are parties to that certain Park Conveyance Agreement approved by the St. Johns County Board of County Commissioners in Resolution 2012-76.
- C. As provided in the Park Conveyance Agreement, Declarant has agreed with SONOC to restrict the use of the Restricted Property upon and subject to the terms and conditions set forth in this Agreement.
- **NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:
- 1. **RECITALS**. All of the above recitals are true and correct and incorporated herein.
- 2. **RESTRICTED USE**. Declarant declares, covenants, and agrees, for the benefit of SONOC, that no portion of the Restricted Property may 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 SONOC, which may be granted or withheld in SONOC's sole and absolute discretion. This Agreement shall terminate thirty (30) years after the recording of this Agreement.
- 3. <u>RUNNING OF BENEFITS AND BURDENS; ENFORCEMENT</u>. The restrictions, covenants and terms and conditions of this Agreement shall be binding upon and burden the Restricted Property and run with title to such land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

- 4. **REMEDIES AND ATTORNEYS' FEES.** SONOC may seek any remedy at law or in equity which shall specifically include, without limitation, the right to injunctive relief, if Declarant commits a breach of this Agreement.
- 5. <u>AMENDMENTS</u>. Any amendment of this Agreement must be executed by SONOC and the Declarant owning any portions of the Restricted Property affected by such amendment. SONOC shall have the unilateral right to terminate this Agreement in its entirety or to release any of its rights under this Agreement at any time by recording a notice of such termination or release, which shall not require the consent or joinder of any other parties; provided however, SONOC shall not be deemed to have waived any rights under this Agreement except to the extent specifically set forth in a written document referencing this Agreement and recorded in the public records of St. Johns County, Florida.
- 6. <u>GOVERNING LAW</u>. This Agreement shall be construed and enforced according to the laws of the State of Florida.
- 7. Notices to be delivered pursuant to this Agreement must be in writing and delivered via hand delivery, via certified or registered US Mail, return receipt requested, or via Federal Express, UPS, or other recognized overnight delivery service, and sent to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as any party may designate by written notice delivered to the other parties. Notices shall be deemed effective upon receipt, except that if delivery is refused, notice shall be deemed effective upon refusal.
- 8. MISCELLANEOUS. Time is of the essence of all provisions of this Agreement. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. This Agreement has been negotiated at arm's length by the parties hereto and each party has, by counsel or otherwise, actively participated in the finalization of this Agreement. In the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any other written or verbal agreements or discussions with respect to the subject matter of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarant and SONOC have executed this Agreement as of the day and year first above-written.

Signed, sealed and delivered in the presence of:	SONOC COMPANY, LLC, a Delaware limited liability company
Print Name:	By: Name: Jed V. Davis
	Title: Vice President
Print Name:	
STATE OF FLORIDA	
COUNTY OF DUVAL	
	acknowledged before me this day of dent of SONOC COMPANY, LLC, a Delaware limited apany. He is personally known to me.
	Notary Public, State of Florida
	Name:
	My Commission Expires:
	My Commission Number is:

Signed, sealed and delivered in the presence of:	ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida	
Print Name:	By:	
	Title:	
Print Name:		
STATE OF FLORIDA		
COUNTY OF DUVAL		
The foregoing instrument was a 2015, by	acknowledged before me this day of, the, of ST. JOHNS COUNTY ne State of Florida, on behalf of St. Johns County. He/Sh	
	Notary Public, State of Florida	
	Nome	
	My Commission Expires:	
	My Commission Number is:	

EXHIBIT "A"

RESTRICTED PROPERTY

- 1. All of the land described in the following deeds, as recorded in the public records of St. Johns County, Florida:
 - (a) Official Records Book 2639, Page 289 (Nocatee Preserve);
 - (b) Official Records Book 3228, Page 1685 (Nocatee Preserve Access Parcel);
 - (c) Official Records Book 2753, Page 695 (Nocatee Affordable Housing Site); and
 - (d) Official Records Book 3789, Page 622 (Nocatee Fire Station).
- 2. Together with any other land owned by the Declarant of record as of the date of the recording of this Agreement within the boundaries of the Nocatee DRI as described in the instrument recorded in Official Records Book 3640, page 998 of the public records of St. Johns County, Florida.

EXHIBIT "D" TO RESOLUTION

ASSIGNMENT AND ASSUMPTION OF PERMITS

THIS ASSIGNMENT is entered into as of the	day of	, 2015
(the "Effective Date"), by and between SONOC COMP.	ANY, LLC, a	Delaware limited liability
company ("Assignor") and ST. JOHNS COUNTY, FI	LORIDA, a po	litical subdivision of the
State of Florida, ("Assignee").		

RECITALS:

- A. On the date hereof, Assignor has sold and conveyed to Assignee that certain property shown and described on **Exhibit "A"** attached hereto (the "Property").
- B. Assignor wishes to assign to Assignee the St. Johns River Water Management District Permit No. 4-031-87432-1 and Army Corps of Engineers Permit No. SJA-2003-1267-MRE, but only to the extent such permits affect the Property (collectively, the "Permits").

NOW THEREFORE in consideration of the agreements set forth herein, the receipt and sufficiency of which consideration are hereby acknowledged, the parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The above recitals are true and correct and are incorporated herein.
- 2. <u>Assignment of Permits</u>. Assignor hereby assigns, transfers, and sets over unto Assignee all right, title, and interest of Assignor in and to the Permits to the extent such Permits affect the Property, and Assignee hereby assumes any and all obligations of Assignor under the Permits to the extent such Permits affect the Property.

3. Mutual Indemnification.

- (a) Assignor covenants and agrees to indemnify, defend and hold Assignee harmless of and from all liability, loss, damages, costs, expenses (including reasonable attorneys' fees) that Assignee may suffer or incur by reason of any act or cause of action arising out of any act of Assignor relating to the Permits and occurring or accruing prior to the Effective Date of this Assignment.
- (b) Assignee covenants and agrees to indemnify, defend and hold Assignor harmless of and from all liability, loss, damages, costs, expenses (including reasonable attorneys' fees) that Assignor may suffer or incur by reason of any act, or cause of action occurring or accruing after the Effective Date of this Agreement and arising out of any act of Assignee, or Assignee's successors, assigns, designees, employees, agents, invitees, or contractors relating to the Permits.

IN WITNESS WHEREOF, the undersigned have executed the foregoing as of the day and year first above written.

C .		J
ASSIGNOR:		
	SONOC COMPAN a Delaware limited li By: Jed V	SONOC COMPANY, LLC, a Delaware limited liability company

ASSIGNEE:

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

By:			
Name:_			
Title:		 	

EXHIBIT "A"

PROPERTY

EXHIBIT "A"



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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.

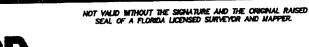
From said Point of Beginning, thence North 30°20'11" East, departing said Northerly right of way line, 41.73 feet; thence North 79°55'20" East, 46.01 feet; thence North 28°01'20" East, 51.07 feet; thence South 39°48'55" East, 10.62 feet; thence South 82°26'24" East, 70.66 feet; thence North 09°14'10" 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

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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 CHORD BEARING CENTRAL LENGTH CURVE RADIUS ANCLE S89'25'56"E 958.60 959.55 C1 6200.00° 08'52'03" O.R.B. 1482, PG, 711 EC POR ન્યુ. ₹8 584'39'34"E N.Jy R/W LD NOCATEE PARKWAY STY R/W LINE (VARIABLE WIDTH R/W) JURISOIC FIONAL NO1'06'12"W 3692.48 POINT OF BEGINNING PROPOSED COUNTY PARK SITE 2 WJy LINE OF SECTION 31 41.41 ACRES± -POINT OF REFERENCE SW.IY CORNER OF SECTION 31 TOWNSHIP 4 SOUTH TOWNSHIP 5 SOUTH **SECTION** LEGEND: O.R.B. PG. R/W POC PT C1 OFFICIAL RECORDS BOOK OFFICIAL RECORDS BOOK PAGE RIGHT OF WAY POINT ON CURVE POINT OF TANGENCY TABRATED CURVE DATA GRAPHIC SCALE IN FEET 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. ANAS ASSOCIATES, INC., FILE NUMBER 115C-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2006. SHEET 1 OF 2 SHEET 1 OF 2



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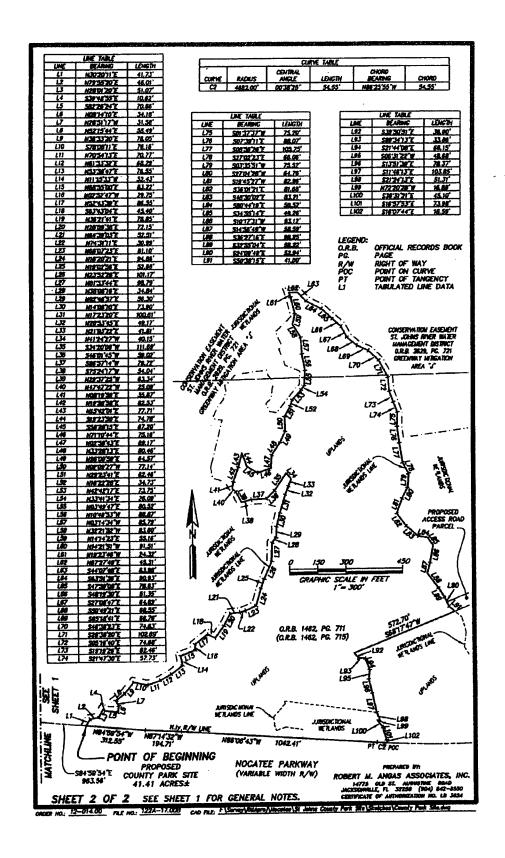
SURVEYORE - PLANNERS - CIVEL EMBERREERS 14775 Old St. Augustine Rood, Jocksonville, FL 32258 Tel: (904) 642-6550 Fox: (904) 642-4185 Contilients of Authorizotton No.: LB 3624

DATE: JANUARY 26, 2012

SCALE: 1"-800"

DAMON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 8284

CROSER NO.: 12-014.00 PLE NO.: 1224-17.008 CAO FEE: E\Survey\Militarro\Nivoolso\Si Jahro County Port Sito\Startons\County Port Sito Andrew





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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

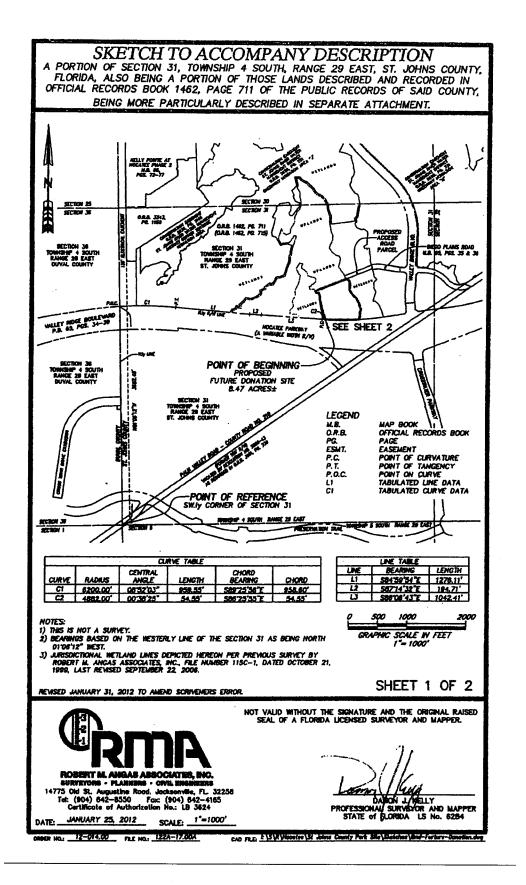
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From said Point of Beginning, thence North 16°07'44" West, departing said Northerly right of way line, 16.59 feet; thence North 16°57'53" West, 73.98 feet; thence North 36°31'21" West, 45.10 feet; thence South 72°20'28" East, 16.88 feet; thence North 21°24'13" West, 51.31 feet; thence North 11°46'13" West, 103.85 feet; thence North 13°31'39" 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 of Nocatee Parkway, said Northerly right of way line of Nocatee 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 Reginning, 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.

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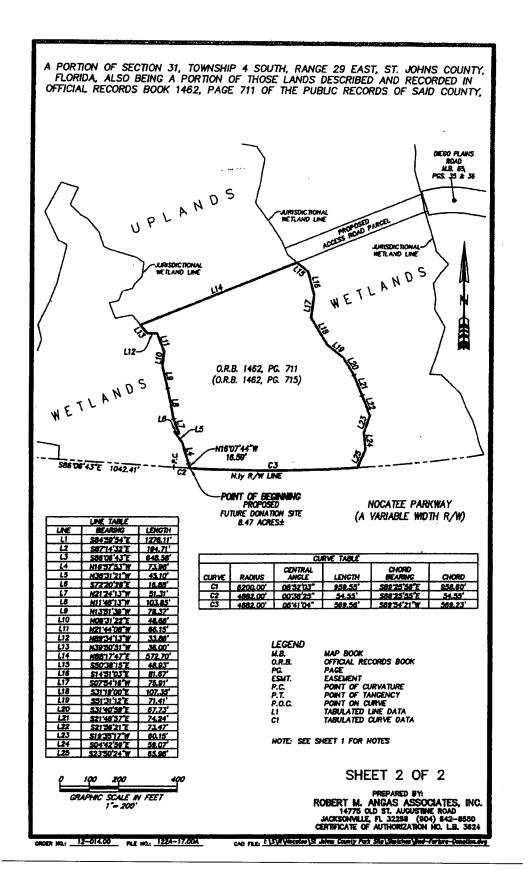


EXHIBIT "E" TO RESOLUTION

SONOC COMPANY, LLC 4310 Pablo Oaks Court Jacksonville, Florida 32224

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VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

David Miracle, P.E St. Johns River Water Management District 7775 Baymeadows Way, Suite 102 Jacksonville, Florida 32256

Re: Notice of Conveyance and Request to Transfer:

Portions of St. Johns River Water Management District Permit Nos. 4-031-87432-1 ("Permit")

Dear Mr. Miracle:

In accordance with Rule 40C-1.612(2), Florida Administrative Code, we hereby notify the District that a portion of the lands subject to the above-referenced Permit has been conveyed by SONOC Company, LLC to St. Johns County, Florida, a subdivision of the State of Florida ("Assignee"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084. The conveyance occurred on ________, 2015. A copy of the deed effectuating the conveyance is enclosed as Attachment "A". A copy of the assignment of the permits is attached as Attachment "B". The lands so conveyed are shown and described on Attachment "C" (the "the Conveyed Lands").

Further, in accordance with Rule 40C-1.612(3), Florida Administrative Code, we hereby request that the District partially transfer the Permit to Assignee as to the Property. Assignee agrees to be bound by all terms and conditions of the Permit related to the Property.

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Please contact me if you have any questions.

Sincerely,

ASSIGNOR:

SONOC COMPANY, LLC a Delaware limited liability company,

Jed V. Davis Vice President 4310 Pablo Oaks Court Jacksonville, FL 32224 (904) 992-9750

Notice of Conveyance and R Page 3	Request to Transfer	
	ASSIGNE	E:
		S COUNTY, FLORIDA, subdivision of the State of Florida
	Name:	
	Address:	4020 Lewis Speedway St. Augustine, Florida 32084 (904) 209-0530

EXHIBIT "E" TO RESOLUTION

ATTACHMENT "A"

THE DEED

ATTACHMENT "B"

PERMIT ASSIGNMENT

ATTACHMENT "C"

CONVEYED LANDS

EXHIBIT "A"



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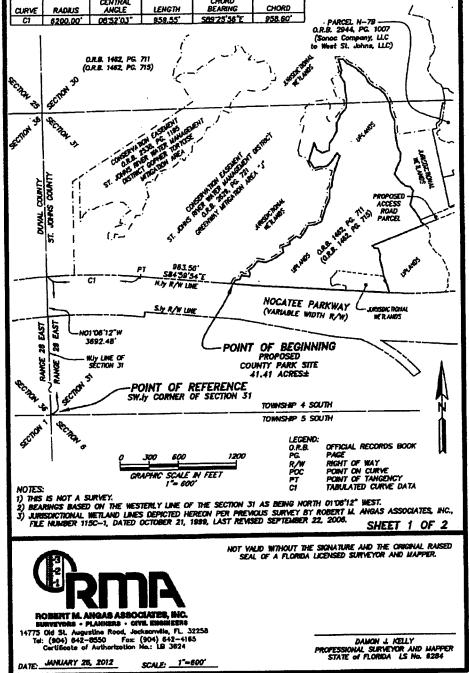
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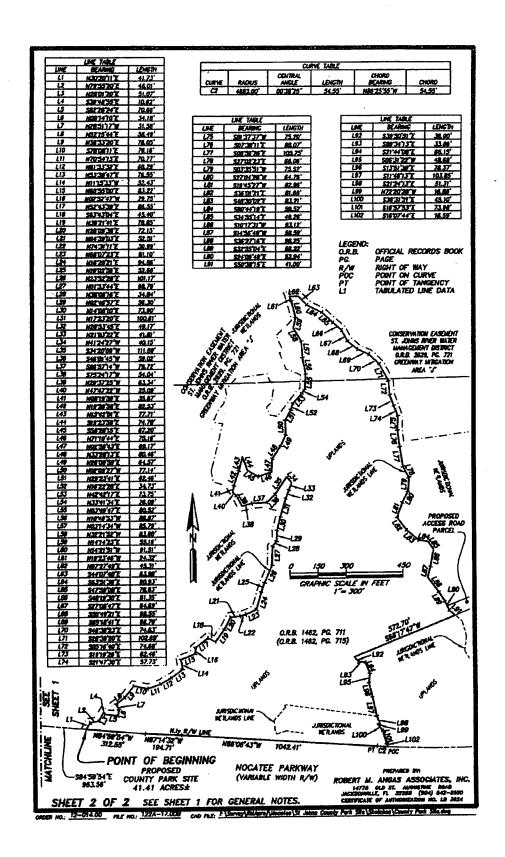
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CROSK NO.: 12-014.00 PLE NO.: 1224-17.008 CAO FLE: E.Sarvey/Militagro/Missolas St. Jahne County Park Site (Standons County Park S





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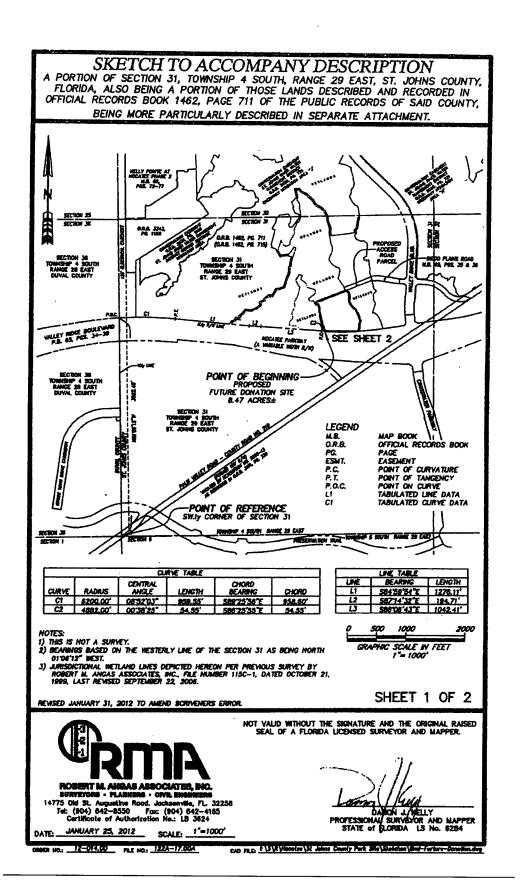
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From said Point of Beginning, thence North 16°07'44" West, departing said Northerly right of way line, 16.59 feet; thence North 16°57'53" West, 73.98 feet; thence North 36°31'21" West, 45.10 feet; thence South 72°20'28" East, 16.88 feet; thence North 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 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 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 Reginning, 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.



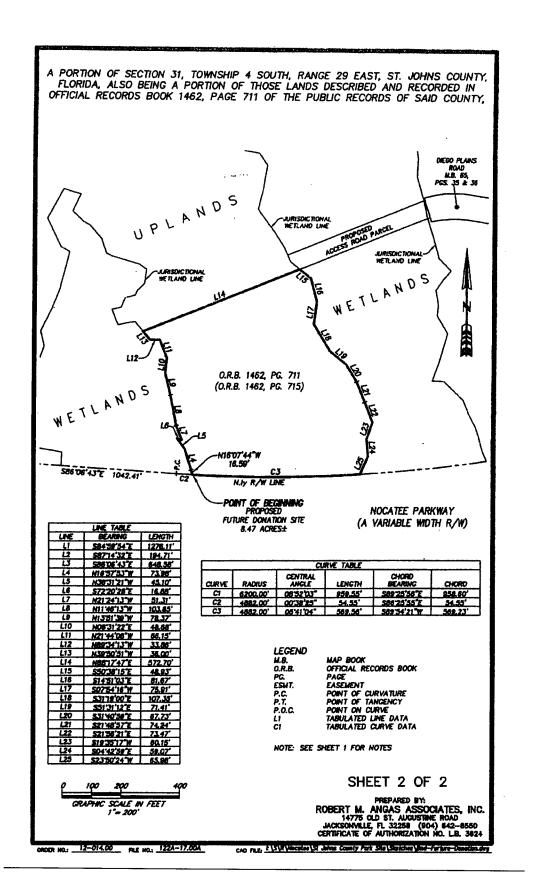


EXHIBIT "F" TO RESOLUTION

SONOC COMPANY, LLC 4310 Pablo Oaks Court Jacksonville, Florida 32224

2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

U.S. Army Corps of Engineers Regulatory Division 701 San Marco Boulevard, 6th Floor Jacksonville, Florida 32207

RE: Nocatee / ACOE # SAJ-2003-1267-MRE Notice and Request for Permit Transfer

To Whom it May Concern:

We hereby notify the ACOE that certain portions of the lands subject to ACOE Permit Number SAJ-2003-1267-MRE (the "Permit") have been conveyed by SONOC Company, LLC to St. Johns County, Florida, a subdivision of the State of Florida (the "County"), whose address is 500San Sebastian View, St. Augustine, Florida 32084. The conveyance occurred on _______, 2015. A copy of the deed effectuating the conveyance is enclosed as Attachment "A". A copy of the assignment of the permits is attached as Attachment "B". The lands so conveyed are shown and described on Attachment "C" (the "Conveyed Lands").

Further, we hereby request that the ACOE transfer the Permit to the County for the portions of the Permit associated with the Conveyed Lands. The County agrees to be bound by all terms and conditions of the Permit related to the Conveyed Lands.

Please contact me if you have any questions.

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Notice of Conveyance and Request to Transfer:
Portions of Permit No. SAJ-2003-1267-MRE (Nocatee)
Page 2

Sincerely,

TRANSFEROR:

SONOC COMPANY, LLC

a Delaware limited liability company,

By: _____

Jed V. Davis Vice President 4310 Pablo Oaks Court Jacksonville, FL 32224 (904) 992-9750

TRANSFEREE:

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

By:	
Name:	
Title:	

Address:

4020 Lewis Speedway

St. Augustine, Florida 32084

(904) 209-0530

EXHIBIT "F" TO RESOLUTION

ATTACHMENT "A"

THE DEED

ATTACHMENT "B" PERMIT ASSIGNMENT

ATTACHMENT "C"

CONVEYED LANDS

EXHIBIT "A"



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

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 comer 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

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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" Fast, 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 are 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 CHORD BEARING CENTRAL LENGTH CHORD RADIUS CURVE 589'25'56"E 958.60' PARCEL N-78 O.R.B. 2944, PG. 1007 (Sanac Company, LLC to West St. Johns, LLC) 959.55 5200.00' 06'52'03" O.R.B. 1462, PG. 711 (O.R.B. 1462, PG. 715) EC POR ત્ર SCROY FMOS COUNTY SAMO NOCATEE PARKWAY (VARIABLE WIDTH R/W) SIY R/W LINE NO1106'12"W 3692.48 POINT OF BEGINNING PROPOSED COUNTY PARK SITE 2 Z, WJy LINE OF SECTION 31 RANCE 41.41 ACRES# -POINT OF REFERENCE SW.Iy CORNER OF SECTION 31 TOWNSHIP 4 SOUTH TOWNSHIP 5 SOUTH

GRAPHIC SCALE IN FEET

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 WEILAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 11:5C-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2009.

SHEET 1 OF 2 SHEET 1 OF 2

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

LEGENO: O.R.B.

R/W POC PT



14775 Old St. Augustine Rood, Jocksonville, FL. 32258 Yel: (904) 842-8550 Fax: (904) 642-4165 Certificate of Authorization No.: LB 3824

DATE: JANUARY 26, 2012

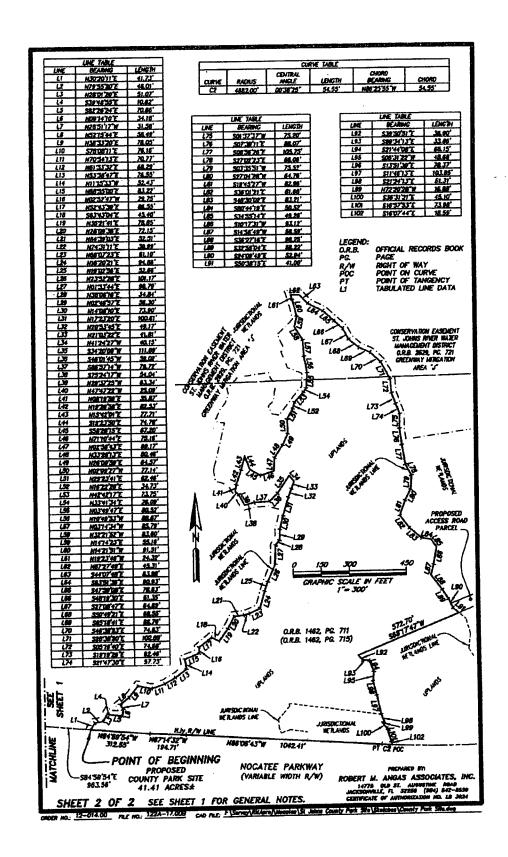
&CAON

SCALE: __1"-800"

DAMON J. KELLY PROFESSIONAL SURVEYOR AND UAPPER STATE OF FLORIDA LS No. 8284

OFFICIAL RECORDS BOOK PAGE PAGE
RIGHT OF WAY
POINT ON CURVE
POINT OF TANGENCY
TABULATED CURVE DATA

ER MO. 12-014.00 PLE MO. 1224-17.008 CAD FEE E Survey/Bildgroj/Nacotoc (St. Jahne County Part Sile (Stationes / County Part Si





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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

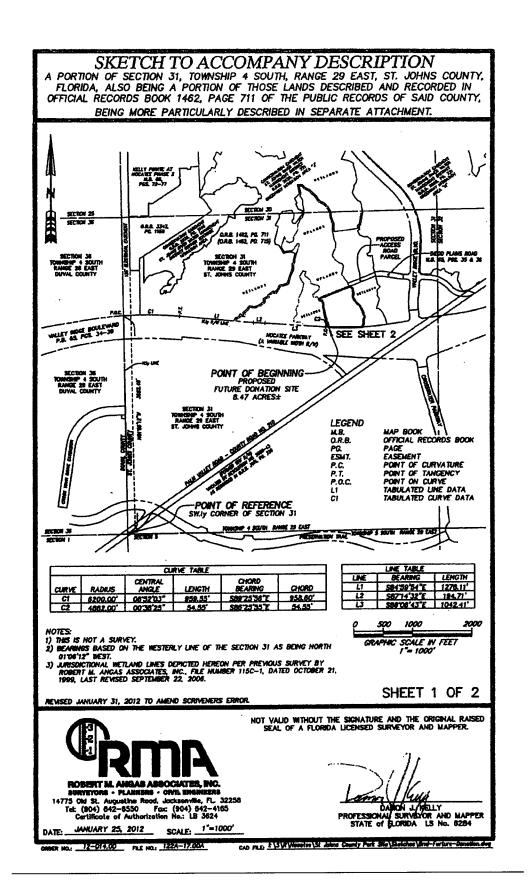
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CURVEYORS - FLATINGES - G VIL END NEEDS

Containing 8.47 acres, more or less.



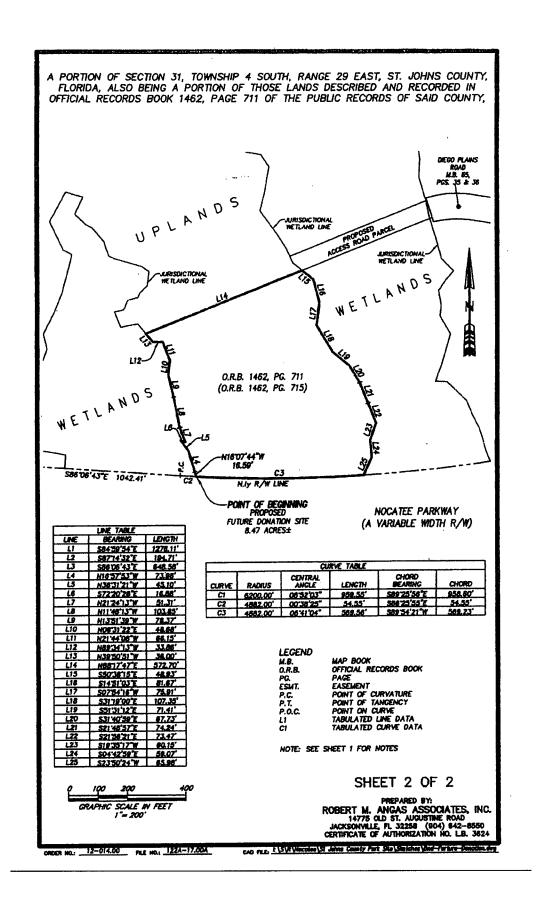


EXHIBIT "G" TO RESOLUTION

SONOC COMPANY, LLC 4310 Pablo Oaks Court Jacksonville, Florida 32224

	,	20	15

Michael D. Wanchick St. Johns County Administrator 4020 Lewis Speedway St. Augustine, FL 32084

RE: Park Conveyance Agreement

Dear Michael:

On or about the date hereof, St. Johns County (the "County") and SONOC Company, LLC ("SONOC") are closing the transaction described in that certain Park Conveyance Agreement dated effective as of March 6, 2012 (the "Agreement"). The execution of the Agreement by the County was authorized pursuant to County Resolution 2012-76, which provided that the Agreement was approved contingent upon the approval of the NOPC described in the Resolution. Such contingency was satisfied by the County's approval of the NOPC by Resolution 2012-77.

In light of the amount of time that has passed between the date of the County's approval of the Agreement by Resolution 2012-76 and the date of closing under the Agreement, the County and SONOC are entering into this letter to confirm the status of various items described in the Agreement. Capitalized defined terms used in this letter shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this letter, this letter shall prevail.

Section 2.7.2 of the Agreement provides that at the Closing SONOC will grant the Park Easement to the County over the Easement Property. Section 3.2 of the Agreement provides that upon completion of the 210 Road Vacation SONOC will deed the County fee title to the Easement Property. SONOC confirms that the 210 Road Vacation has occurred. Accordingly, at the Closing SONOC is not granting the Park Easement to the County and is instead including the Easement Property in the Special Warranty Deed to the County. Due to the County receiving fee title to the Easement Property, at Closing the County is not granting SONOC the easement described in Section 2.7.6 of the Agreement.

The County accepts the title to the Property and the Easement Property subject to the matters set forth in the Special Warranty Deed being delivered on or about the date hereof.

Finally, SONOC and the County confirm that the NOPC Condition described in Section 2.6 of the Agreement has been satisfied and extend the date of the required Closing to the date hereof.

Michael D. Wanchick Page 2

Its: County Administrator

SONOC COMPANY, LLC	Dated:	
A Delaware limited liability company		
Ву:		
Name: Jed V. Davis		
Its: Vice President		
CT. YOUNG COUNTY TV ODYD		
ST. JOHNS COUNTY, FLORIDA A political subdivision of the State of Florida	Dated:	-
By:		
Name: Michael D. Wanchick		

