

RESOLUTION NO. 2020- 11

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A DEED OF DEDICATION, A BILL OF SALE AND MEMORANDUM OF UNDERSTANDING FOR A 100-ACRE COMMUNITY PARK LOCATED WITHIN RIVERTOWN DRI PURSUANT TO THE TERMS OF THE AMENDED DEVELOPMENT ORDER.**

**RECITALS**

**WHEREAS**, Mattamy Jacksonville LLC, a Delaware limited liability company, has presented a Deed of Dedication, Bill of Sale and Memorandum of Understanding, for a 100-acre community park, and more particularly described in Exhibit "A", Exhibit "B" and Exhibit "C", attached here, incorporated by reference and made a part hereof; and

**WHEREAS**, the donation of the park is required by the Amended Development Order by Resolution 2017-132; and

**WHEREAS**, Special Condition 25 of the RiverTown DRI DO requires RiverTown project to provide a 100-acre community park, which is to include four (4) baseball fields, four (4) multi-purpose fields, adequate parking for the fields, entry roads, adequate conduit for future lighting of the fields, bathroom/concession facility and picnic areas; and

**WHEREAS**, the lands will enhance the recreational opportunities for St. Johns County residents and it is in the best interest of the public to accept this dedication.

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

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

**Section 2.** The Board of County Commissioners hereby accepts the Deed of Dedication, Bill of Sale and Memorandum of Understanding, and authorizes the Chair of the Board of County Commissioners to execute the Deed of Dedication and authorizes the County Administrator to execute the Memorandum of Understanding.

**Section 3.** To the extent that there are typographical 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.

**Section 4.** The Clerk is instructed to record the Deed of Dedication and the Memorandum of Understanding in the Public Records of St. Johns County, Florida and file the original Bill of Sale in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Jeb S. Smith, Chair

RENDITION DATE 1/23/20

ATTEST: Brandon Patty, Clerk

BY: [Signature]  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

PREPARED BY AND RETURN TO:

ELLEN AVERY-SMITH, ESQ.  
ROGERS TOWERS, P.A.  
100 WHETSTONE PLACE, STE. 200  
ST. AUGUSTINE, FLORIDA 32086

**DEED OF DEDICATION**  
**(RiverTown DRI Community Park Improvements — Phase 2)**

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 2019, between **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, having an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the "**Grantor**"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, having an address of 500 San Sebastian View, St. Augustine, Florida 32084 (the "**Grantee**").

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

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

**TO HAVE AND HOLD** the same unto the Grantee, its successors and assigns, forever in fee simple for use as a public park.

This conveyance is made subject to: (i) the lien of real estate taxes and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), and (iii) all easements, restrictions, covenants, agreements, conditions and other matters of record set forth on Exhibit "B" attached hereto and by this reference made part of (however reference thereto shall not serve to reimpose the same) (collectively, the "**Permitted Exceptions**").

**AND** the Grantor hereby covenants with said Grantee that, except for the Permitted Exceptions, the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019 and those easements and restrictions of record, if any.

IN WITNESS WHEREOF, Grantor has executed this Deed of Dedication as of the day and year set forth above.

WITNESS:

[Signature]  
(Witness Signature)

D.J. Smith  
(Print Name)

[Signature]  
(Witness Signature)

David A. Lopez  
(Print Name)

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

By: Mattamy Florida LLC, a Delaware limited liability company, Its Manager

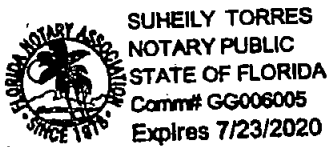
By: Calben (Florida) Corporation, a Florida corporation, Its Manager

By: [Signature]  
Jason Sessions, Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of November 2019, by Jason Sessions, as Vice President of Calben (Florida) Corporation, a Florida corporation, as Manager of Mattamy Florida LLC, a Delaware limited liability company, as Manager of Mattamy Jacksonville LLC, a Delaware limited liability company, who is personally known to me has produced \_\_\_\_\_ as identification.

My Commission Expires: 7/23/2020



[Signature]  
Notary Public Signature

Suheily Torres  
Print Name

**ACCEPTANCE BY GRANTEE**

By execution of this Deed of Dedication, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions and restrictions provided in this Deed of Dedication.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS:

ST. JOHNS COUNTY, FLORIDA, a Political  
Subdivision of the State of Florida

\_\_\_\_\_  
(Witness Signature)

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

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of St. Johns County, Florida, a political subdivision of the State of Florida, who is personally known to me has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print Name

EXHIBIT "A"

Legal Description – RiverTown Community Park Phase 2 (Multi-Purpose Fields)

**PARCEL "A"**

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 NORTH, (A 100-FOOT PUBLIC ROAD RIGHT OF WAY, AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 785), AND RUN ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,382.69 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33" TO THE RIGHT, AN ARC DISTANCE OF 336.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°13'52" EAST, 335.24 FEET;

COURSE No. 2: RUN THENCE, NORTH 12°11'32" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 383.07 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 12°11'32" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 147.95 FEET, TO A POINT, ON THE COMMON BOUNDARY LINE OF "CDD PARCEL 3" AND "COMMUNITY PARK", AS CONTAINED IN THE SKETCH AND LEGAL DESCRIPTIONS OF VARIOUS PARCELS IN THE "RIVERTOWN DRI"; RUN THENCE, ALONG THE AFORESAID COMMON BOUNDARY LINE OF "CDD PARCEL 3", AND "COMMUNITY PARK, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 86°04'53" EAST, A DISTANCE OF 283.56 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 46°58'09" EAST, A DISTANCE OF 330.95 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 79°35'36" EAST, A DISTANCE OF 270.11 FEET, TO A POINT ON THE AFORESAID BOUNDARY OF THOSE LANDS DESCRIBED

IN THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID BOUNDARY OF LAST SAID LANDS, THE FOLLOWING TWENTY-FOUR (24) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 24°13'28" TO THE RIGHT; AN ARC DISTANCE OF 65.53 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°24'37" WEST, 65.05 FEET;

COURSE No. 2: RUN THENCE, SOUTH 73°57'24" WEST, ALONG A NON-TANGENTIAL LINE TO LAST SAID CURVE, A DISTANCE OF 11.76 FEET, TO A POINT;  
COURSE No. 3: RUN THENCE, SOUTH 64°11'09" WEST, A DISTANCE OF 20.11 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, SOUTH 37°22'57" WEST, A DISTANCE OF 30.50 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 34°57'09" WEST, A DISTANCE OF 34.03 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, SOUTH 20°23'31" WEST, A DISTANCE OF 69.11 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, SOUTH 45°38'02" WEST, A DISTANCE OF 50.26 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, SOUTH 31°19'19" EAST, A DISTANCE OF 28.91 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, SOUTH 11°41'32" WEST, A DISTANCE OF 14.85 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH 34°20'57" WEST, A DISTANCE OF 48.20 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH 59°02'55" WEST, A DISTANCE OF 38.94 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, NORTH 65°07'18" WEST, A DISTANCE OF 56.26 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, SOUTH 76°30'43" WEST, A DISTANCE OF 40.94 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, SOUTH 31°17'33" WEST, A DISTANCE OF 51.43 FEET, TO A POINT;

COURSE No. 15: RUN THENCE, SOUTH 10°24'04" EAST, A DISTANCE OF 44.88 FEET, TO A POINT;

COURSE No. 16: RUN THENCE, SOUTH 42°18'37" WEST, A DISTANCE OF 48.27 FEET, TO A POINT;

COURSE No. 17: RUN THENCE, NORTH 78°11'38" WEST, A DISTANCE OF 47.23 FEET, TO A POINT;

COURSE No. 18: RUN THENCE, NORTH 14°28'41" EAST, A DISTANCE OF 108.34 FEET, TO A POINT;

COURSE No. 19 RUN THENCE, NORTH 36°33'48" WEST, A DISTANCE OF 90.56 FEET, TO A POINT;  
COURSE No. 20: RUN THENCE, NORTH 32°36'50" WEST, A DISTANCE OF 63.23 FEET, TO A POINT;  
COURSE No. 21: RUN THENCE, NORTH 28°16'16" WEST, A DISTANCE OF 141.85 FEET, TO A POINT;  
COURSE No. 22: RUN THENCE, NORTH 77°37'48" WEST, A DISTANCE OF 99.59 FEET, TO A POINT;  
COURSE No. 23: RUN THENCE, SOUTH 80°54'56" WEST, A DISTANCE OF 176.69 FEET, TO A POINT;  
COURSE No. 24 RUN THENCE, NORTH 77°48'21" WEST, A DISTANCE OF 41.29 FEET, TO A POINT, ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 NORTH, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 128,375 SQUARE FEET, OR 2.94 ACRES, MORE OR LESS, IN AREA.

**PARCEL "B"**

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 NORTH, (A 100-FOOT PUBLIC ROAD RIGHT OF WAY, AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 785), AND RUN THENCE ALONG THE COMMON BOUNDARY LINE BETWEEN THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS, AND LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537 OF THE PUBLIC RECORDS, A DISTANCE OF 515.25 FEET, TO A POINT IN THE BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS, AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, ALONG THE BOUNDARY LINE OF SAID LANDS DESCRIBED AND RECORDED IN THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537, OF THE PUBLIC RECORDS OF SAID



ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING TWENTY-TWO (22) COURSES AND DISTANCES:

- COURSE No. 1: RUN THENCE, NORTH 16°42'56" EAST, A DISTANCE OF 48.67 FEET, TO A POINT;  
COURSE No. 2: RUN THENCE, NORTH 12°09'18" EAST, A DISTANCE OF 171.23 FEET, TO A POINT;  
COURSE No. 3: RUN THENCE, NORTH 22°48'05" WEST, A DISTANCE OF 75.73 FEET, TO A POINT;  
COURSE No. 4: RUN THENCE, NORTH 14°28'41" EAST, A DISTANCE OF 43.59 FEET, TO A POINT;  
COURSE No. 5: RUN THENCE, SOUTH 77°36'09" EAST, A DISTANCE OF 52.43 FEET, TO A POINT;  
COURSE No. 6: RUN THENCE, SOUTH 15°44'46" EAST, A DISTANCE OF 24.59 FEET, TO A POINT;  
COURSE No. 7: RUN THENCE, SOUTH 26°05'13" EAST, A DISTANCE OF 79.07 FEET, TO A POINT;  
COURSE No. 8: RUN THENCE, SOUTH 00°36'21" EAST, A DISTANCE OF 37.91 FEET, TO A POINT;  
COURSE No. 9: RUN THENCE, SOUTH 23°50'59" WEST, A DISTANCE OF 39.02 FEET, TO A POINT;  
COURSE No. 10: RUN THENCE, SOUTH 23°50'39" WEST, A DISTANCE OF 25.61 FEET, TO A POINT;  
COURSE No. 11: RUN THENCE, SOUTH 17°14'51" WEST, A DISTANCE OF 31.28 FEET, TO A POINT;  
COURSE No. 12: RUN THENCE, SOUTH 86°33'43" EAST, A DISTANCE OF 54.64 FEET, TO A POINT;  
COURSE No. 13: RUN THENCE, NORTH 08°28'04" EAST, A DISTANCE OF 12.18 FEET, TO A POINT;  
COURSE No. 14: RUN THENCE, SOUTH 75°08'47" EAST, A DISTANCE OF 76.89 FEET, TO A POINT;  
COURSE No. 15: RUN THENCE, SOUTH 04°27'47" EAST, A DISTANCE OF 30.14 FEET, TO A POINT;  
COURSE No. 16: RUN THENCE, SOUTH 89°18'52" EAST, A DISTANCE OF 48.55 FEET, TO A POINT;  
COURSE No. 17: RUN THENCE, SOUTH 10°57'20" EAST, A DISTANCE OF 38.68 FEET, TO A POINT;  
COURSE No. 18: RUN THENCE, NORTH 89°02'28" WEST, A DISTANCE OF 6.92 FEET, TO A POINT;  
COURSE No. 19: RUN THENCE, SOUTH 63°54'29" WEST, A DISTANCE OF 27.26 FEET, TO A POINT;  
COURSE No. 20: RUN THENCE, SOUTH 02°13'53" EAST, A DISTANCE OF 142.86 FEET, TO A POINT;  
COURSE No. 21: RUN THENCE, SOUTH 63°26'51" WEST, A DISTANCE OF 20.85 FEET, TO A POINT;

COURSE No. 22: RUN THENCE, SOUTH 22°07'19" WEST, A DISTANCE OF 28.01 FEET, TO A POINT, ON THE SOUTHWESTERLY BOUNDARY OF THE "RIVERTOWN DRI" BOUNDARY, AND ALSO BEING THE NORTHEASTERLY BOUNDARY OF THOSE LANDS CURRENTLY OWNED BY THE "REV. BYRLNNE A. RICKETTS LIVING TRUST, (PARCEL ID 0007900000); RUN THENCE, ALONG THE AFORESAID SOUTHWESTERLY BOUNDARY OF THE "RIVERTOWN DRI" BOUNDARY, AND ALSO BEING THE NORTHEASTERLY BOUNDARY OF THOSE LANDS CURRENTLY OWNED BY THE "REV. BYRLNNE A. RICKETTS LIVING TRUST, AND THEN ALONG THE NORTHEASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3235, PAGE 1585, AND THEN ALONG THE NORTHEASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, RUN THENCE, NORTH 51°41'45" WEST, A DISTANCE OF 284.32 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 67,801 SQUARE FEET, OR 1.41 ACRES, MORE OR LESS, IN AREA.

**PARCEL "C"**

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1370, PAGE 122 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 NORTH, (A 100 FOOT PUBLIC ROAD RIGHT OF WAY, AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 785), AND RUN ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,382.69 FEET, THROUGH A CENTRAL ANGLE OF 13°55'33" TO THE RIGHT, AN ARC DISTANCE OF 336.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°13'52" EAST, 335.24 FEET;

COURSE No. 2: RUN THENCE, NORTH 12°11'32" EAST,, ALONG LAST SAID TANGENCY, A DISTANCE OF 531.02 FEET, TO THE COMMON BOUNDARY LINE OF "CDD PARCEL 3" AND "COMMUNITY PARK", AS CONTAINED IN THE SKETCH AND LEGAL DESCRIPTIONS OF VARIOUS PARCELS IN THE "RIVERTOWN DRI"; RUN

THENCE, ALONG THE AFORESAID COMMON BOUNDARY LINE OF "CDD PARCEL 3", AND "COMMUNITY PARK, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 86°04'53" EAST, A DISTANCE OF 283.56 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 46°58'09" EAST, A DISTANCE OF 330.95 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 79°35'36" EAST, A DISTANCE OF 270.11 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, SOUTH 73°41'07" EAST, A DISTANCE OF 91.48 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE ALONG THE AFORESAID COMMON BOUNDARY LINE OF "CDD PARCEL 3" AND "COMMUNITY PARK", AS CONTAINED IN THE SKETCH AND LEGAL DESCRIPTIONS OF VARIOUS PARCELS IN THE "RIVERTOWN DRI", THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 73°41'07" EAST, A DISTANCE OF 59.56 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, NORTH 80°37'31" EAST, A DISTANCE OF 371.02 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 32°15'18" EAST, A DISTANCE OF 417.65 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 86°38'10" EAST, A DISTANCE OF 131.22 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 05°08'54" WEST, A DISTANCE OF 343.48 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, SOUTH 10°08'34" EAST, A DISTANCE OF 500.54 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH 78°34'06" EAST, A DISTANCE OF 591.54 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH 69°56'52" EAST, A DISTANCE OF 500.85 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, SOUTH 15°04'45" EAST, A DISTANCE OF 454.83 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, SOUTH 37°16'32" EAST, A DISTANCE OF 251.19 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, SOUTH 25°36'05" EAST, A DISTANCE OF 222.60 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, SOUTH 14°47'42" EAST, A DISTANCE OF 382.17 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, SOUTH 45°29'39" EAST, A DISTANCE OF 582.53 FEET, TO A POINT;  
COURSE No. 14: RUN THENCE, SOUTH 28°34'09" EAST, A DISTANCE OF 217.98 FEET, TO A POINT;  
COURSE No. 15: RUN THENCE, SOUTH 51°46'02" EAST, A DISTANCE OF 108.71 FEET, TO A POINT,

ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 NORTH; RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 88°59'25" WEST, A DISTANCE OF 2,617.76 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING WESTERLY;  
COURSE No. 2: RUN THENCE WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1,382.69 FEET, THROUGH A CENTRAL ANGLE OF 08°42'40" TO THE RIGHT; AN ARC DISTANCE OF 210.22 FEET, TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 491, PAGE 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°38'05" WEST, 210.02 FEET; RUN THENCE, N 39°27'48" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, AND THEN ALONG THE EASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1106, PAGE 977 OF SAID PUBLIC RECORDS, A DISTANCE OF 648.38 FEET, TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1106, PAGE 977 OF SAID PUBLIC RECORDS; RUN THENCE, NORTH 51°41'45" WEST, ALONG THE NORTHEASTERLY LINE OF LAST SAID LINE, AND THEN ALONG THE NORTHEASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2573, PAGE 357 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, A DISTANCE OF 428.53 FEET, TO A POINT, ON THE BOUNDARY LINE OF THAT DEED OF DEDICATION (RIVERTOWN DRI PARK IMPROVEMENTS-PHASE 1), AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 537 OF THE CURRENT PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; RUN THENCE, ALONG LAST SAID LINE, THE FOLLOWING SEVENTY-THREE (73) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 26°01'59" EAST, A DISTANCE OF 161.60 FEET, TO A POINT;  
COURSE No. 2: RUN THENCE, NORTH 22°50'05" EAST, A DISTANCE OF 46.15 FEET, TO A POINT;  
COURSE No. 3: RUN THENCE, NORTH 67°52'40" EAST, A DISTANCE OF 44.36 FEET, TO A POINT;  
COURSE No. 4: RUN THENCE, SOUTH 85°59'37" EAST, A DISTANCE OF 29.18 FEET, TO A POINT;  
COURSE No. 5: RUN THENCE, NORTH 29°58'54" EAST, A DISTANCE OF 43.10 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH 36°20'51" WEST, A DISTANCE OF 32.77 FEET, TO A POINT;  
COURSE No. 7: RUN THENCE, NORTH 00°07'41" WEST, A DISTANCE OF 34.06 FEET, TO A POINT;  
COURSE No. 8: RUN THENCE, NORTH 32°03'40" EAST, A DISTANCE OF 50.91 FEET, TO A POINT;  
COURSE No. 9: RUN THENCE, SOUTH 80°57'39" EAST, A DISTANCE OF 39.58 FEET, TO A POINT;  
COURSE No. 10: RUN THENCE, NORTH 10°34'38" EAST, A DISTANCE OF 35.53 FEET, TO A POINT;  
COURSE No. 11: RUN THENCE, SOUTH 84°04'17" EAST, A DISTANCE OF 37.91 FEET, TO A POINT;  
COURSE No. 12: RUN THENCE, NORTH 88°49'44" EAST, A DISTANCE OF 10.42 FEET, TO A POINT;  
COURSE No. 13: RUN THENCE, NORTH 65°07'50" EAST, A DISTANCE OF 30.21 FEET, TO A POINT;  
COURSE No. 14: RUN THENCE, SOUTH 87°42'54" EAST, A DISTANCE OF 43.42 FEET, TO A POINT;  
COURSE No. 15: RUN THENCE, SOUTH 74°57'26" EAST, A DISTANCE OF 43.52 FEET, TO A POINT;  
COURSE No. 16: RUN THENCE, SOUTH 52°32'04" EAST, A DISTANCE OF 54.34 FEET, TO A POINT;  
COURSE No. 17: RUN THENCE, NORTH 24°59'15" EAST, A DISTANCE OF 51.67 FEET, TO A POINT;  
COURSE No. 18: RUN THENCE, NORTH 47°53'24" EAST, A DISTANCE OF 68.36 FEET, TO A POINT;  
COURSE No. 19: RUN THENCE, NORTH 54°24'29" EAST, A DISTANCE OF 37.91 FEET, TO A POINT;  
COURSE No. 20: RUN THENCE, SOUTH 70°06'15" EAST, A DISTANCE OF 33.37 FEET, TO A POINT;  
COURSE No. 21: RUN THENCE, SOUTH 15°21'20" EAST, A DISTANCE OF 31.48 FEET, TO A POINT;  
COURSE No. 22: RUN THENCE, SOUTH 87°14'18" EAST, A DISTANCE OF 41.34 FEET, TO A POINT;  
COURSE No. 23: RUN THENCE, NORTH 03°59'30" WEST, A DISTANCE OF 49.37 FEET, TO A POINT;  
COURSE No. 24: RUN THENCE, NORTH 44°00'33" WEST, A DISTANCE OF 42.51 FEET, TO A POINT;  
COURSE No. 25: RUN THENCE, NORTH 27°10'21" WEST, A DISTANCE OF 16.54 FEET, TO A POINT;  
COURSE No. 26: RUN THENCE, NORTH 46°08'20" EAST, A DISTANCE OF 25.26 FEET, TO A POINT;  
COURSE No. 27: RUN THENCE, NORTH 42°12'52" WEST, A DISTANCE OF 28.50 FEET, TO A POINT;

COURSE No. 28: RUN THENCE, NORTH 16°44'12" WEST, A DISTANCE OF 31.83 FEET,  
TO A POINT;  
COURSE No. 29: RUN THENCE, NORTH 30°12'23" WEST, A DISTANCE OF 34.50 FEET,  
TO A POINT;  
COURSE No. 30: RUN THENCE, NORTH 23°31'41" WEST, A DISTANCE OF 13.07 FEET,  
TO A POINT;  
COURSE No. 31: RUN THENCE, NORTH 36°48'38" WEST, A DISTANCE OF 43.61 FEET,  
TO A POINT;  
COURSE No. 32: RUN THENCE, NORTH 02°16'31" EAST, A DISTANCE OF 87.64 FEET,  
TO A POINT;  
COURSE No. 33: RUN THENCE, NORTH 11°23'44" EAST, A DISTANCE OF 33.38 FEET,  
TO A POINT;  
COURSE No. 34: RUN THENCE, NORTH 42°09'07" WEST, A DISTANCE OF 25.18 FEET,  
TO A POINT;  
COURSE No. 35: RUN THENCE, NORTH 25°05'10" EAST, A DISTANCE OF 63.59 FEET,  
TO A POINT;  
COURSE No. 36: RUN THENCE, NORTH 17°49'25" EAST, A DISTANCE OF 98.26 FEET,  
TO A POINT;  
COURSE No. 37: RUN THENCE, NORTH 17°39'13" WEST, A DISTANCE OF 16.52 FEET,  
TO A POINT;  
COURSE No. 38: RUN THENCE, NORTH 06°48'18" EAST, A DISTANCE OF 39.48 FEET,  
TO A POINT;  
COURSE No. 39: RUN THENCE, NORTH 21°16'51" WEST, A DISTANCE OF 40.96 FEET,  
TO A POINT;  
COURSE No. 40: RUN THENCE, NORTH 02°01'02" WEST, A DISTANCE OF 70.54 FEET,  
TO A POINT;  
COURSE No. 41: RUN THENCE, NORTH 19°38'35" WEST, A DISTANCE OF 58.61 FEET,  
TO A POINT;  
COURSE No. 42: RUN THENCE, NORTH 04°10'25" WEST, A DISTANCE OF 17.11 FEET,  
TO A POINT;  
COURSE No. 43: RUN THENCE, NORTH 37°15'18" EAST, A DISTANCE OF 24.84 FEET,  
TO A POINT;  
COURSE No. 44: RUN THENCE, NORTH 20°00'18" WEST, A DISTANCE OF 35.28 FEET,  
TO A POINT;  
COURSE No. 45: RUN THENCE, NORTH 21°53'55" WEST, A DISTANCE OF 42.31 FEET,  
TO A POINT;  
COURSE No. 46: RUN THENCE, NORTH 00°20'10" EAST, A DISTANCE OF 104.70 FEET,  
TO A POINT;  
COURSE No. 47: RUN THENCE, NORTH 06°40'40" WEST, A DISTANCE OF 83.83 FEET,  
TO A POINT;  
COURSE No. 48: RUN THENCE, NORTH 16°14'48" EAST, A DISTANCE OF 36.78 FEET,  
TO A POINT;  
COURSE No. 49: RUN THENCE, NORTH 19°58'35" EAST, A DISTANCE OF 47.31 FEET,  
TO A POINT;

COURSE No. 50: RUN THENCE, NORTH 50°12'22" WEST, A DISTANCE OF 32.80 FEET,  
TO A POINT;  
COURSE No. 51: RUN THENCE, NORTH 80°06'28" WEST, A DISTANCE OF 62.30 FEET,  
TO A POINT;  
COURSE No. 52: RUN THENCE, SOUTH 32°40'15" WEST, A DISTANCE OF 72.31 FEET,  
TO A POINT;  
COURSE No. 53: RUN THENCE, SOUTH 24°10'26" WEST, A DISTANCE OF 55.31 FEET,  
TO A POINT;  
COURSE No. 54: RUN THENCE, SOUTH 17°41'48" WEST, A DISTANCE OF 39.75 FEET,  
TO A POINT;  
COURSE No. 55: RUN THENCE, SOUTH 44°43'52" WEST, A DISTANCE OF 91.58 FEET,  
TO A POINT;  
COURSE No. 56: RUN THENCE, SOUTH 08°25'15" WEST, A DISTANCE OF 51.08 FEET,  
TO A POINT;  
COURSE No. 57: RUN THENCE, SOUTH 37°21'43" WEST, A DISTANCE OF 55.40 FEET,  
TO A POINT;  
COURSE No. 58: RUN THENCE, SOUTH 14°18'58" WEST, A DISTANCE OF 43.76 FEET,  
TO A POINT;  
COURSE No. 59: RUN THENCE, SOUTH 32°29'57" EAST, A DISTANCE OF 52.96 FEET,  
TO A POINT;  
COURSE No. 60: RUN THENCE, SOUTH 47°01'44" EAST, A DISTANCE OF 22.92 FEET,  
TO A POINT;  
COURSE No. 61: RUN THENCE, NORTH 62°54'53" WEST, A DISTANCE OF 32.24 FEET,  
TO A POINT;  
COURSE No. 62: RUN THENCE, NORTH 44°01'27" WEST, A DISTANCE OF 37.24 FEET,  
TO A POINT;  
COURSE No. 63: RUN THENCE, NORTH 79°01'26" WEST, A DISTANCE OF 28.45 FEET,  
TO A POINT;  
COURSE No. 64: RUN THENCE, SOUTH 80°36'44" WEST, A DISTANCE OF 88.09 FEET,  
TO A POINT;  
COURSE No. 65: RUN THENCE, NORTH 69°32'49" WEST, A DISTANCE OF 40.47 FEET,  
TO A POINT;  
COURSE No. 66: RUN THENCE, SOUTH 45°20'01" WEST, A DISTANCE OF 82.64 FEET,  
TO A POINT;  
COURSE No. 67: RUN THENCE, SOUTH 71°59'36" WEST, A DISTANCE OF 79.47 FEET,  
TO A POINT;  
COURSE No. 68: RUN THENCE, SOUTH 76°49'28" WEST, A DISTANCE OF 60.61 FEET,  
TO A POINT;  
COURSE No. 69: RUN THENCE, NORTH 63°34'28" WEST, A DISTANCE OF 57.99 FEET,  
TO A POINT;  
COURSE No. 70: RUN THENCE, SOUTH 85°49'04" WEST, A DISTANCE OF 38.73 FEET,  
TO A POINT;  
COURSE No. 71: RUN THENCE, SOUTH 85°49'10" WEST, A DISTANCE OF 32.48 FEET,  
TO A POINT;

COURSE No. 72: RUN THENCE, NORTH 53°20'48" WEST, A DISTANCE OF 4.53 FEET, TO A POINT OF CURVATURE, OF A NON- TANGENTIAL CURVE, LEADING NORTHERLY;  
COURSE No. 73: RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 245.00 FEET, THROUGH A CENTRAL ANGLE OF 14°31'43" TO THE LEFT, AN ARC DISTANCE OF 62.12 FEET, TO A POINT ON THE AFORESAID COMMON BOUNDARY LINE OF "CDD PARCEL 3" AND "COMMUNITY PARK", AS CONTAINED IN THE SKETCH AND LEGAL DESCRIPTIONS OF VARIOUS PARCELS IN THE "RIVERTOWN DRI", AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°23'12" EAST, 61.96 FEET.

THE LANDS THUS DESCRIBED CONTAINS 3,240,274 SQUARE FEET, OR 74.38 ACRES, MORE OR LESS, IN AREA.



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
2. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
3. Notice of DRI Development Order (Rivertown) recorded in Official Records Book 2156, Page 807, together with Notice of DRI / Development Order Modification recorded in Official Records Book 3404, Page 789.
4. Grant of Temporary Easement as set forth by instrument recorded in Official Records Book 2342, page 289.
5. Developer and Utility Service Agreement as set forth in instrument recorded in Official Records Book 2360, page 568.
6. Ordinance No. 2005-100 recorded in Official Records Book 2584, Page 547, modified by Small Adjustment to Planned Unit Development Ordinance Number 2005-100 recorded in Official Records Book 2717, Page 449 and Official Records Book 2787, Page 1682 and by Ordinance No. 2006-113, recorded in Official Records Book 2801, Page 1495 and Small Adjustment to Ordinance No. 2005-100 recorded in Official Records Book 2940, Page 628 and Ordinance No. 2007-40, thus modifying Ordinance No. 2005-100 filed in Official Records Book 2956, Page 10, and Small Adjustment recorded in Official Records Book 3313, Page 125, Official Records Book 3376, Page 543 and Official Records Book 3010, Page 1844, subsequently modified by Ordinance No. 2010-49 being recorded in Official Records Book 3396, Page 144; Official Records Book 3406, Page 788; Official Records Book 3522, Page 1723; Official Records Book 3679, Page 532; Official Records Book 3713, Page 1413 and Major Modification recorded in Official Records Book 4369, page 1809 re recorded in Official Records Book 4372, page 1; assigned by Assignment of Development Rights and Permits recorded in Official Records Book 3863, page 1658.
7. Notice of Establishment of the Mainstreet Community Development District as set forth in instrument recorded in Official Records Book 2700, page 775 as amended in Official Records Book 2741, page 61 and Notice of Establishment of the Rivers Edge Community Development District as set forth in instrument recorded in Official Records Book 2819, page 138, Notice of Merger recorded in Official Records Book 3473, page 1648; Notice recorded in Official Records Book 4283, page 1433 and Notice of Amendment recorded in Official Records Book 4400, page 690.

8. Impact Fee Agreement as set forth in instrument recorded in Official Records Book 2928, page 1146 and Memorandum of Agreement recorded in Official Records Book 3863, page 1678.
9. Interlocal Agreement as set forth in instrument recorded in Official Records Book 2959, page 346 amended by Official Records Book 4435, page 1742.
10. Community Charter for RiverTown recorded in Official Records Book 2992, page 568 as amended by First Amendment recorded in Official Records Book 3455, page 349, Second Amendment recorded in Official Records Book 3701, page 783, Notice of Amendment to Bylaws recorded in Official Records Book 4106, page 1574, Third Amendment recorded in Official Records Book 4106, page 1577, Fourth Amendment recorded in Official Records Book 4118, page 704, Fifth Amendment recorded in Official Records Book 4198, page 879, Sixth Amendment recorded in Official Records Book 4334, page 1134 supplemented by First Supplement recorded in Official Records Book 3022, page 356, Second Supplement recorded in Official Records Book 3455, page 352, Third Supplement recorded in Official Records Book 3763, page 175, Fourth Supplement recorded in Official Records Book 3763, page 183, Fifth Supplement recorded in Official Records Book 3925, page 1858, Sixth Supplement recorded in Official Records Book 4355, page 1027 and assigned in Official Records Book 3863, page 1658.
11. Conservation Easement as set forth by instrument recorded in Official Records Book 2996, page 668.
12. Declaration of Consent to Jurisdiction of Main Street Community Development District and to Imposition of Special Assessments as set forth in instrument recorded in Official Records Book 3055, page 173.
13. Easement to Florida Power & Light Company as set forth by instrument recorded in Official Records Book 3090, page 552.
14. Easement (Rivertown Ballpark) as set forth by instrument recorded in Official Records Book 3097, page 144.
15. Non Exclusive Grant Utility and Access Easement as set forth in instrument recorded in Official Records Book 3128, page 17.
16. Non Exclusive Access Easement as set forth by instrument recorded in Official Records Book 3137, page 544.
17. Temporary Construction Easement as set forth by instrument recorded in Official Records Book 3248, page 1049.
18. Assignment and Assumption of Agreements as set forth in instrument recorded in Official Records Book 3863, page 1673.

19. Notice of Development Order as set forth in instrument recorded in Official Records Book 4038, page 409 and Official Records Book 4364, page 526.
20. Interlocal Agreement as set forth in instrument recorded in Official Records Book 4095, page 1444.
21. Recorded Notice of Environmental Resource Permit as set forth in instrument recorded in Official Records Book 4143, page 365, Official Records Book 4165, page 1484, Official Records Book 4391 page 1768, Official Records Book 4414, page 487, Official Records Book 4458, page 1721, Official Records Book 4576 page 31 and Official Records Book 4576 page 34.
22. Declaration of Consent to Jurisdiction of Rivers Edge Community Development District and Imposition of Special Assessments recorded in Official Records Book 4283, page 1363.
23. Collateral Assignment and Assumption of Development Rights recorded in Official Records Book 4283, page 1394.
24. Agreement as set forth in Official Records Book 4283, page 1464.
25. Cost Share Agreement recorded in Official Records Book 4291, page 1378.
26. Notice of Development Order recorded in Official Records Book 4458, page 13.

EXHIBIT "B" TO RESOLUTION



**BILL OF SALE**  
**FOR**  
**RIVERTOWN DRI**  
**COMMUNITY PARK IMPROVEMENTS – PHASE 2**

**MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See Exhibit "A".

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this 18<sup>th</sup> of November, 2019.

Signed and sealed in the presence of:

D. J. [Signature]

D.S. Smith

Printed Name

[Signature]

Melba A. [Signature]

Printed Name

**MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company

By: Mattamy Florida LLC, a Delaware limited liability company, Its Manager

By: Calben (Florida) Corporation, a Florida corporation, Its Manager

[Signature]

Authorized Signature

Jason Sessions

Printed Name

Vice President

Title

Date

11/18/19

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 18 day of ~~November~~ 2019, by Jason Sessions, as Vice President of Calben (Florida) Corporation, a Florida corporation, as Manager of Mattamy Florida LLC, a Delaware limited liability company, as Manager of Mattamy Jacksonville LLC, a Delaware limited liability company, who:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



SUHEILY TORRES  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG006005  
Expires 7/23/2020

*Suheily Torres*  
Signature of Notary

Suheily Torres  
Name of Notary Typed, Printed or Stamped)

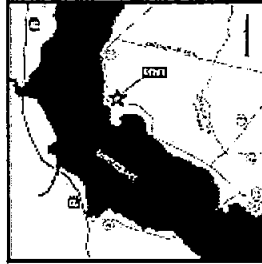
EXHIBIT "A"

**Description of Personal Property**

1. Four multi-purpose fields.
2. Parking lot.
3. Entry road.
4. Bathrooms.

The above are depicted on the attached As-Built Plans.

# RIVERTOWN MULTI-PURPOSE FIELDS PAVING AND DRAINAGE AS-BUILTS



SITE MAP  
(NOT TO SCALE)

## AS-BUILT

**GENERAL NOTES**

1. THIS IS NOT A DESIGN DRAWING.
2. REFER TO THE PROJECT AND APPROVALS FOR THE EXACT SCOPE AND LIMITS OF THE PAVING AND DRAINAGE AS-BUILTS.
3. THE EXISTING PAVING AND DRAINAGE AS-BUILTS ARE TO BE MAINTAINED AND REPAIRED AS NECESSARY.
4. CONSULT THE PROJECT MANUAL FOR THE EXACT SCOPE AND LIMITS OF THE PAVING AND DRAINAGE AS-BUILTS.
5. SEE THE PROJECT MANUAL FOR THE EXACT SCOPE AND LIMITS OF THE PAVING AND DRAINAGE AS-BUILTS.

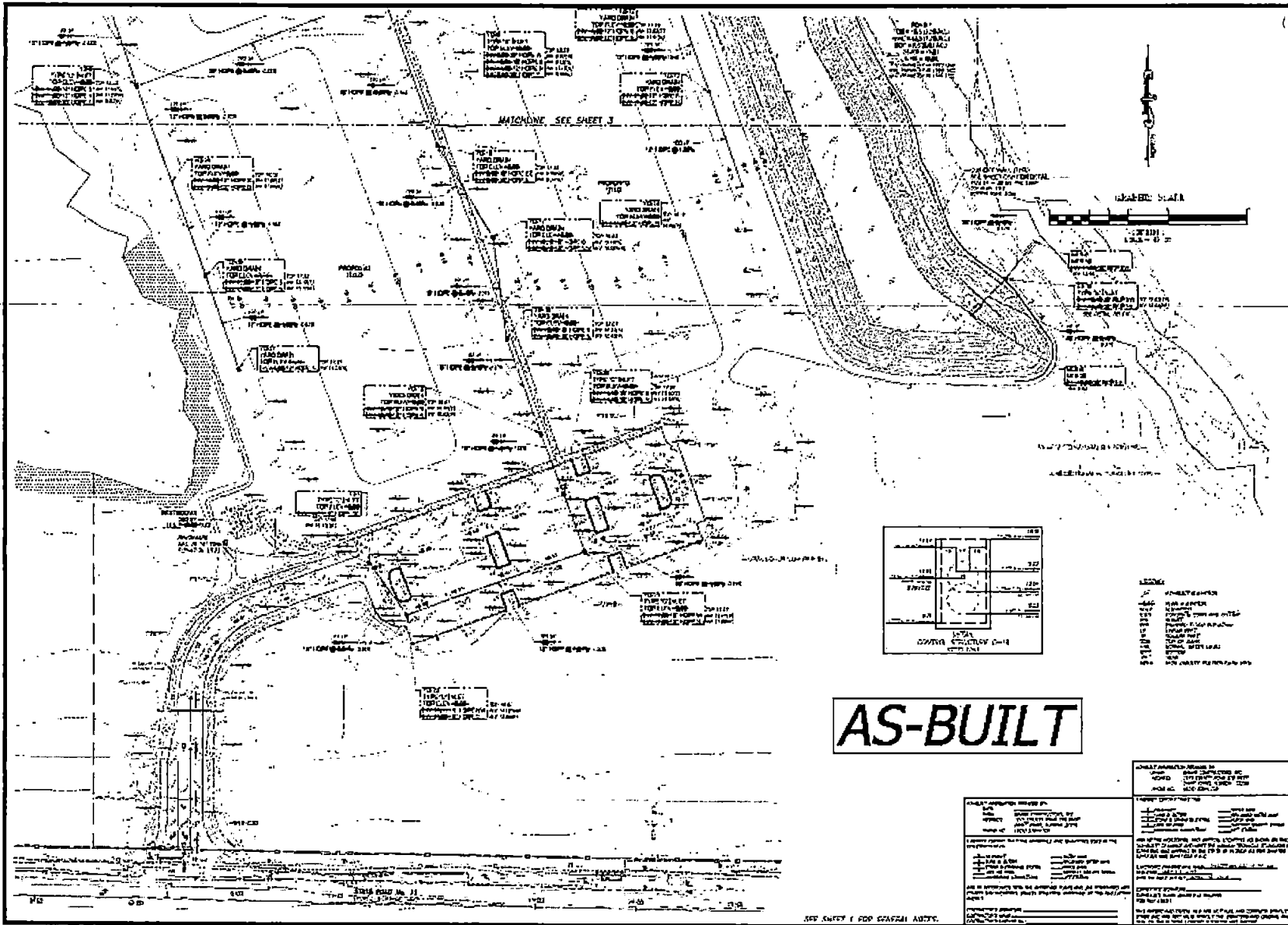
RIVERTOWN MULTI-PURPOSE FIELDS

PAVING AND DRAINAGE AS-BUILTS  
RIVERTOWN MULTI-PURPOSE FIELDS

BAKER CONSTRUCTORS, INC.  
10000 RIVERTOWN BLVD  
SANTA ANA, CALIF 92704  
(949) 353-1234

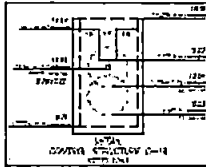


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MATCHLINE SEE SHEET J

GRAPHIC SCALE



# AS-BUILT

<p><b>PROJECT INFORMATION</b></p> <p>DATE: 08/11/2011          DRAWN BY: J. BAKER          CHECKED BY: J. BAKER          PROJECT NO: 11-0000000000</p>	<p><b>REVISIONS</b></p> <p>NO. DESCRIPTION</p> <p>1. AS-BUILT</p>
<p><b>CONTRACT INFORMATION</b></p> <p>CONTRACT NO. 11-0000000000          CONTRACT DESCRIPTION: PAVING AND DRAINAGE AS-BUILT</p>	<p><b>OWNER INFORMATION</b></p> <p>OWNER: FLORIDA DEPARTMENT OF TRANSPORTATION          PROJECT MANAGER: J. BAKER</p>

DATE PLOTTED: 08/11/2011 10:00 AM

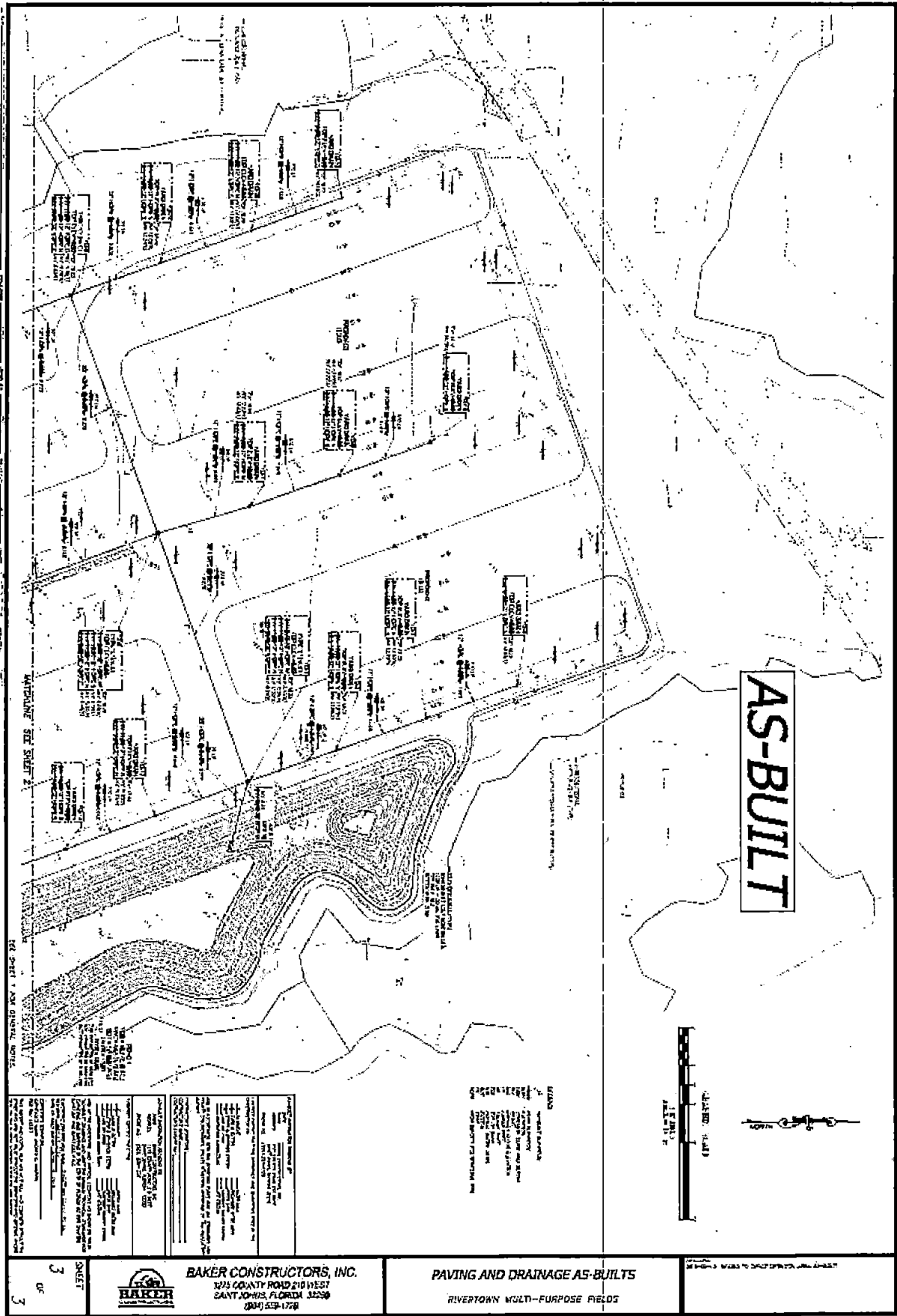
PAVING AND DRAINAGE AS-BUILTS  
RIVERVIEW, FL - FLORIDA

BAKER CONSTRUCTORS, INC.  
1211 COUNTY ROAD 200 WEST  
SAINT LOUIS, FLORIDA 33606  
(813) 988-1234

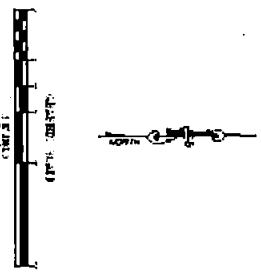


SHEET  
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L





# AS-BUILT



**NOTES:**  
1. THE MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE SPECIFIED.  
2. ALL MATERIALS TO BE TESTED AND APPROVED BY THE DISTRICT ENGINEER.  
3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.  
4. ALL WORK TO BE COMPLETED BY THE DATE SPECIFIED.  
5. ALL UTILITY LINES TO BE MAINTAINED AND PROTECTED.  
6. ALL EROSION CONTROL MEASURES TO BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.  
7. ALL NEIGHBORHOODS TO BE ADVISED OF CONSTRUCTION ACTIVITIES.  
8. ALL TRAFFIC TO BE MAINTAINED AT ALL TIMES.  
9. ALL MATERIALS TO BE STORED PROPERLY.  
10. ALL WORK TO BE CLEAN AND ORDERLY.

**GENERAL NOTES:**  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
2. ALL MATERIALS TO BE TESTED AND APPROVED BY THE DISTRICT ENGINEER.  
3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.  
4. ALL WORK TO BE COMPLETED BY THE DATE SPECIFIED.  
5. ALL UTILITY LINES TO BE MAINTAINED AND PROTECTED.  
6. ALL EROSION CONTROL MEASURES TO BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.  
7. ALL NEIGHBORHOODS TO BE ADVISED OF CONSTRUCTION ACTIVITIES.  
8. ALL TRAFFIC TO BE MAINTAINED AT ALL TIMES.  
9. ALL MATERIALS TO BE STORED PROPERLY.  
10. ALL WORK TO BE CLEAN AND ORDERLY.

3  
OF  
3  
SHEET



**BAKER CONSTRUCTORS, INC.**  
3275 COUNTY ROAD 210 WEST  
SAINT JOHNS, FLORIDA 32258  
(904) 559-1738

**PAVING AND DRAINAGE AS-BUILTS**  
RIVERTOWN MULTI-PURPOSE FIELDS

REVISIONS:

NO.	DESCRIPTION
1	AS-BUILT

EXHIBIT "C" TO RESOLUTION

MEMORANDUM OF UNDERSTANDING

(RiverTown Community Park – Multi-Purpose Fields)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (“Mattamy”), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, Mattamy is the owner of approximately 4,170 acres located in St. Johns County, Florida (the “RiverTown Property”) subject to that certain RiverTown Development of Regional Impact (“DRI”) Development Order, approved by the St. Johns County Commission as Resolution No. 2004-45 and as most recently amended by Resolution No. 2017-132 (collectively, the “RiverTown DRI DO”).

WHEREAS, the RiverTown DRI DO granted Mattamy, as successor in interest to The St. Joe Company (“St. Joe”) as owner of the RiverTown Property and developer of the RiverTown DRI, certain development rights for the RiverTown Property in exchange for the construction of certain improvements related to mitigation of public facility impacts from such development.

WHEREAS, Special Condition 25 of the RiverTown DRI DO requires the RiverTown project to provide a 100-acre community park, which is to include four (4) baseball fields, four (4) multi-purpose fields, adequate parking for the fields, entry roads, adequate conduit for future lighting of the fields, bathroom/concession facility and picnic areas (collectively, the “Rivertown Phase 2 Community Park”).

WHEREAS, St. Joe completed construction of the four (4) baseball fields and related parking, entry roads, conduit, bathrooms, concession facilities and picnic areas as Phase 1 of the community park, and St. Joe conveyed the Phase 1 park land and park improvements to the County in 2008.

WHEREAS, Mattamy has recently completed construction of the four (4) multi-purpose fields and related parking, an entry road and bathrooms (the “Phase 2 Community Park

Improvements”) within the Phase 2 portion of the community park (the “Phase 2 Community Park Land”).

WHEREAS, the County has agreed to accept dedication of the Phase 2 Community Park Land from Mattamy and to perpetually operate and maintain such land and the Phase 2 Community Park Improvements, subject to the terms set forth in this MOU.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact.** The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.
2. **Purpose.** The Purpose of this MOU is to provide for operation and maintenance of the Phase 2 Community Park Land and Phase 2 Community Park Improvements.
3. **Phase 2 Community Park.** Mattamy has completed construction of the Rivertown Phase 2 Community Park, pursuant to the requirements of Special Condition 25 of the RiverTown DRI DO. Prior to anyone using the Phase 2 Community Park Improvements or any portion of the Phase 2 Community Park Land, and no later than one hundred eighty (180) days following the County’s approval of as-built plans for the Phase 2 Community Park Improvements, Mattamy shall deed the Phase 2 Community Park Land to the County and provide a bill of sale for the Phase 2 Community Park Improvements to the County, and the County Commission shall schedule acceptance of such deed and bill of sale at a duly called meeting. Upon the County Commission’s acceptance of a deed for the Phase 2 Community Park Land and a bill of sale for the Phase 2 Community Park Improvements, the County shall be required to operate and maintain the park land and improvements (including landscaping and irrigation), in perpetuity, at its sole cost and to a standard equal or better than other public parks located in St. Johns County, Florida.

At the option of Mattamy or a community development district within the DRI (the “CDD”), Mattamy or the CDD may supplement the County’s operation and maintenance of the Phase 2 Community Park Land and Phase 2 Community Park Improvements, at its sole cost and

expense, so long as such operation and maintenance meets or exceeds the County's operation and maintenance standards. The County hereby grants a non-exclusive license in favor of Mattamy and the CDD for this purpose.

4. **Parking Along State Road 13 Prohibited.** The parties agree that parking along State Road 13 shall be prohibited.

5. **Hours of Community Park Operation and Lighting.** The parties agree that the RiverTown Community Park, including both the Phase 1 and Phase 2 lands, shall be open no earlier than 7 a.m. and no later than 10 p.m., Monday through Sunday. No lighting within the Community Park, except for parking lot lighting, shall be on while the Community Park is not in operation.

6. **Cooperation Regarding Easements.** The parties agree to reasonable cooperate with each other to provide easements or licenses necessary for utilities, access, ingress and egress and pedestrian pathway connectivity.

7. **Joint Preparation.** Preparation of this MOU has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8. **Captions or Paragraph Headings.** Captions and paragraphs headings contained in this MOU are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this MOU, nor the intent of any provision hereof.

9. **Counterparts.** This MOU may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same MOU.

10. **Effective Date.** This MOU shall become effective the date it is executed by all parties (the "Effective Date").

11. **Notices.**

Any notices or reports required by this Amended MOU shall be sent to the following:

For the County:

County Administrator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

With a copy to:

County Attorney:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

For Mattamy:

Jason Sessions  
Mattamy Jacksonville LLC  
7800 Belford Parkway, Suite 195  
Jacksonville, Florida 32256

With a copy to:

Leslie C. Candes, Esq.  
Mattamy Jacksonville LLC  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811

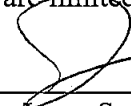
With a copy to:

Ellen Avery-Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32084

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Memorandum of Understanding on the day(s) and year set forth below.

	<p><b>ST. JOHNS COUNTY, FLORIDA</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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	<p><b>MATTAMY JACKSONVILLE LLC, a Delaware limited liability company</b></p> <p>By:  _____ Name: Jason Sessions, Vice President Date: 11/22/19</p>
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