

Hopping Green & Sams

Attorneys and Counselors

April 4, 2018

Susan C. Grandin
Assistant General Counsel
City of Jacksonville, Florida
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

RE: Response to Office of General Counsel Initial Report
On the Petition to Establish Cypress Bluff Community Development District

Dear Ms. Grandin:

I am in receipt of your letter dated January 31, 2018 ("Initial Report"), outlining suggested changes to and questions regarding the Petition to Establish Cypress Bluff Community Development District ("Original Petition") which was filed with the City of Jacksonville ("City") on January 10, 2018. Enclosed please find an Amended and Restated Petition to Establish Cypress Bluff Community Development District ("Amended Petition") reflecting the suggested revisions and providing additional information as requested. An outlined response corresponding to the Initial Report is also provided below.

In a general sense, some of the information sought by the Initial Report is specific to plans of the underlying development and is unavailable. While I have provided as much information as is available in response to the Initial Report, the underlying development is still under design and related site plans are not yet complete. Upon completion of the development plans, the City will be able to undertake the same review process it utilizes for developments without community development districts. As contemplated by Section 190.002(2)(c) and (d), Florida Statutes, the establishment of the District is not a development order under Chapter 380, Florida Statutes, and matters concerning the permitting or planning of the development are not material to the process of establishment. In no way does the approval of the Amended Petition preclude the City from a complete review of the underlying development.

Because much of the information sought (while relating to the development plan) also relates to the division of maintenance responsibility between the District, the City and the HOA (if created), I acknowledge that it is of great importance to both the City and the Petitioner to ensure that the City is not burdened with excessive operation and maintenance responsibilities in connection with the landscaping, irrigation, signage, and hardscape improvements installed by the proposed District. Unfortunately, areas of ownership and maintenance for the City versus the District or HOA cannot be clearly represented in a map at this time given the early stages of the overall development plan. However, it is the intent of the Petitioner that the District maintain all landscape, irrigation, signage and hardscape improvements beyond what the City customarily accepts and maintains in City-owned rights-of-ways. Identification of specific improvements

and parcels will be available during the permitting and platting process, which is subject to the City's approval. Additionally, the inclusion of the language similar to the following in the establishment ordinance would offer the City additional assurance:

The City of Jacksonville specifically reserves the right to approve the installation of landscape, irrigation, signage, hardscape, or similar improvements within the rights-of-ways intended to be accepted by the City. It is anticipated that the City and the District will enter into maintenance agreements better specifying their respective rights and obligations regarding such improvements.

Although final development plans are not available at this time, I hope that providing the specific statutory references and including the proposed language above sufficiently addresses these concerns.

The remainder of this letter shall serve to address the specific items referenced by the City in the Initial Report.

1. The Initial Report requested updates and clarifications to Exhibit 7 of the Petition pursuant to Section 92.04(h), Ordinance Code.

- a. Exhibits 6 and 7 were revised to reflect preparation by the engineering firm of England-Thims & Miller, Inc.
- b. Construction and operation of recreational amenities and parks contemplates the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes, as referenced in paragraph 8 of the Amended Petition. Footnote 3 was added to Exhibit 7 to address this point.
- c. Exhibit 7 was further revised to reflect the percentage of construction costs as an annual outlay. As allowed by Section 190.005(1)(a), Florida Statutes, these estimates are submitted in good faith but may be subject to change.
- d. Differentiation between acquisition and construction of improvements is now shown on Exhibit 6, with items having the Developer as the Construction Entity to be acquired by the District unless otherwise noted. Note that Section 190.012, Florida Statutes, authorizes the District to both acquire and construct the type of improvements identified herein.

2. The Initial Report requested updates and clarifications to the SERC.

- a. JEA will be funding construction of the reclaimed water improvements. However, the District will fund the remaining water and sewer system infrastructure. A note has been added to Exhibit 7 as well as Table 1 of the SERC addressing this distinction.
- b. Single family residential units are currently anticipated to have annual debt service assessments in an amount between \$500 - \$2,500 depending upon the

unit size and type and related costs of the various infrastructure components. Annual operations and maintenance assessments are anticipated to be within the range of \$400 - \$2,000 based on similar factors. However, based on current market conditions, combined assessments within the District are not currently expected to exceed \$2,000 annually.

- c. The ISO rating for fire coverage and anticipated cost of fire insurance for a homeowner cannot be determined or forecasted by the District as these matters are specific to private landowners. Similarly, land donation for placement of a fire station exceeds the ability of the proposed District and is outside the scope of review for establishment.

3. The Agreement between JEA and Eastland Timber, LLC, covers all of the property within the District, which property is identified in Exhibit A to the Agreement. Although Section 17 contemplates a signed assignment and assumption upon the sale of a portion of the property covered by the Agreement, in practice, upon such a sale, the purchaser submits an application directly to JEA and JEA then issues an availability letter to the purchaser based on the underlying Agreement rather than formally assigning that Agreement as to a particular portion of property. Availability letters for the first two development parcels within the District have been added to Composite Exhibit 5.

4. Ownership and maintenance of the streetlight poles will be the responsibility of JEA, and the City will provide funding for electricity. Exhibit 6 was revised to reflect JEA as the final ownership and maintenance entity with the provision of funding for electricity noted in footnote 4.

5. The SERC was revised to provide a more detailed explanation of the plan of finance and operation and maintenance as well as identifying the entities responsible for these functions. This information can be found in Section 5.0 of the SERC.

6. As previously noted above, because development approvals for the underlying property within the District have not been issued, detailed development plans and specifications are not yet available. For that reason, the District is unable to provide a breakout of specific landscape, irrigation, signage, and hardscape responsibilities at this time.

We believe the Amended Petition which provides the additional information and clarifications outlined above fully complies with the requirements of Section 190.005, Florida Statutes, and is sufficient for informed review by the City Council. We are more than happy to meet directly with City staff to address any additional questions or concerns.

Sincerely,



Katie S. Buchanan

AMENDED AND RESTATED
PETITION TO ESTABLISH
CYPRESS BLUFF
COMMUNITY
DEVELOPMENT DISTRICT

Submitted by:

Katie S. Buchanan
Florida Bar No. 14196
Sarah S. Warren
Florida Bar No. 88999
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Phone (850) 222-7500
Fax (850) 521-4758
Counsel for Petitioner

IN RE: A Petition to Establish Cypress)
Bluff Community Development District)
_____)

Petitioner, E-Town Development, Inc. (hereafter "Petitioner"), hereby petitions the City Council of the City of Jacksonville pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Richard T. Ray
Relationship: President, E-Town Development, Inc.
Address: 205 Signature Drive
Ponte Vedra, Florida 32081

Name: John S. Hewins
Address: 188 Edge of Woods Road
St. Augustine, Florida 32092

Name: Stephen V. Grossman
Address: 300 Cobbler Trail
Ponte Vedra, Florida 32081

Name: John L. Holmes
Address: 914 4th Street
Neptune Beach, Florida 32266

Name: Jon Morris
Address: 220 Garden Wood Drive
Ponte Vedra, Florida 32081

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Cypress Bluff Community Development District.

6. Future Land Uses. The existing land use within the District is approved for development and the land is currently under development in accordance with the City's Future Land Use Plan. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan. The proposed development within the District currently contemplates the construction of approximately 1,563 single-family

residential units and approximately 200 multi-family residential units. Development is projected to occur over an estimated five year period.

7. Major Water and Wastewater Facilities and Outfalls. **Composite Exhibit 5** shows the pre-development drainage patterns and existing and proposed major trunk water mains, sewer interceptors and outfalls, if any, for the lands to be included within the District. In addition, Composite Exhibit 5 contains a copy of the master utility service agreement with JEA confirming the availability of potable water and sanitary sewer mains for development of all of the lands within the proposed District in accordance with Exhibit A to the utility service agreement. Future purchasers of a portion of the property described therein will receive availability letters issued by JEA which will confirm the availability of services pursuant to the master utility service agreement. Copies of the availability letters issued for the initial development parcels are also included in **Composite Exhibit 5**.

8. District Facilities and Services. **Exhibit 6** identifies the type of facilities Petitioner presently expects the District to finance, construct, acquire or install, as well as the ultimate expected owner and entity responsible for maintenance. The estimated costs of these facilities (and an annual outlay of such costs) are shown in **Exhibit 7**. At present, these improvements are estimated to be made, constructed and installed in one phase over the time period from 2018 through 2020. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions as contemplated and allowed by Section 190.005(1)(a), Florida Statutes. It is contemplated that the District shall exercise those special powers relating to parks and facilities for recreational as contemplated by Section

190.012(2)(a), Florida Statutes, and security as contemplated by Section 190.012(2)(a), Florida Statutes, in connection with the facilities.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agent for the Petitioner is Katie S. Buchanan. **See Exhibit 9 - Authorization of Agent.** Copies of all correspondence and official notices should also be sent to:

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314

11. The Petitioner has reviewed the contents of this petition and has executed the Affidavit of Petition regarding the truth and accuracy of the information contained herein. The affidavit is contained in **Exhibit 10**.

12. Pursuant to Section 190.005(2)(e), Florida Statutes, the City must review the petition against the factors set forth in Section 190.005(1)(e), Florida Statutes.

13. Accordingly, this petition to establish Cypress Bluff Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Jacksonville from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Jacksonville to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes (2017);

- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as authorized and described by Sections 190.012 (2)(a) and 190.012(2)(d), Florida Statutes (2017).
- d. grant such other relief as appropriate.

[Remainder of page left intentionally blank]

RESPECTFULLY SUBMITTED, this 3rd day of April, 2018.

HOPPING GREEN & SAMS, P.A.



Katie S. Buchanan
Florida Bar No. 14196
Sarah S. Warren
Florida Bar No. 88999
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Phone (850) 222-7500
Fax (850) 521-4758
Counsel for Petitioner

1

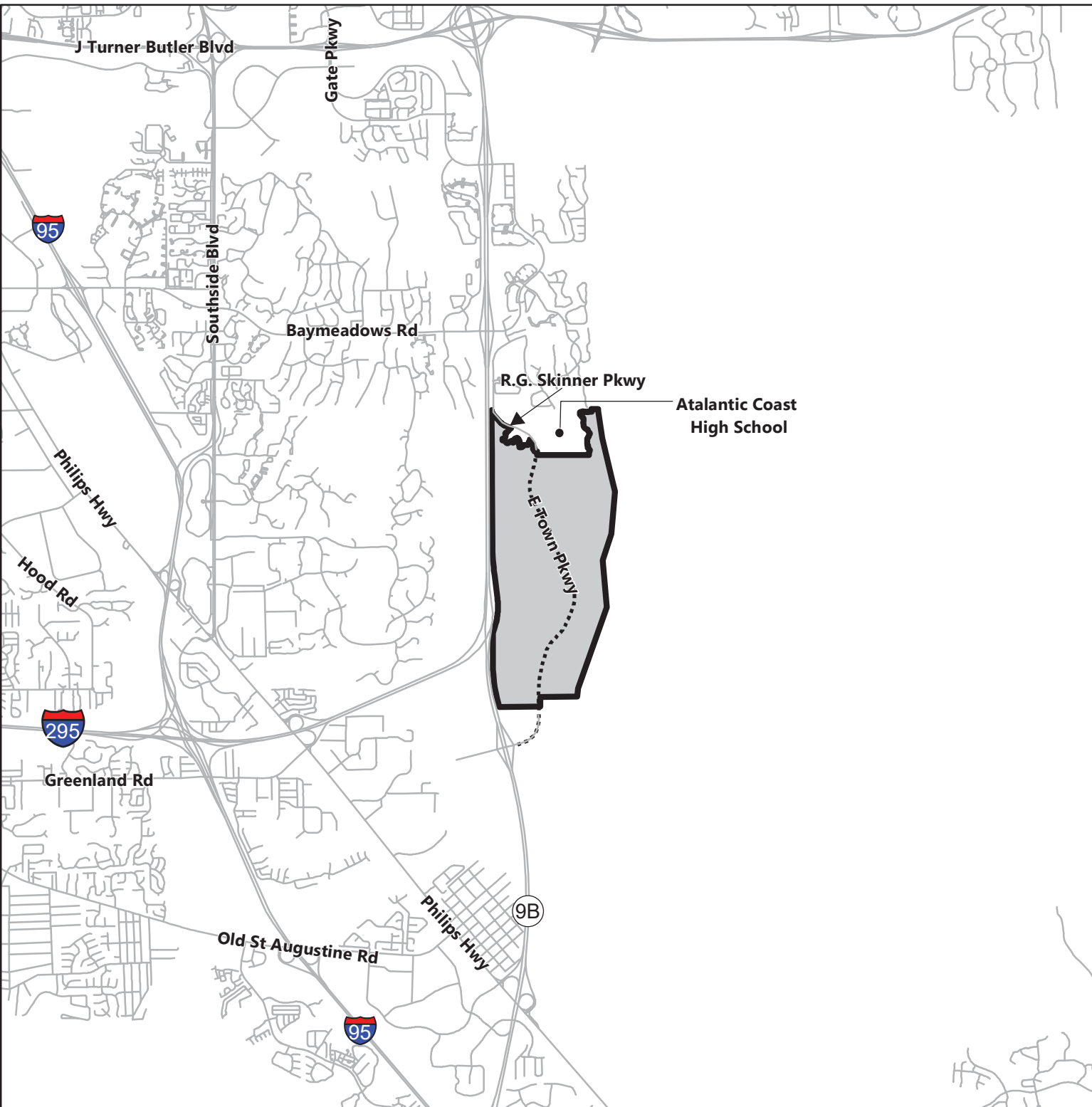
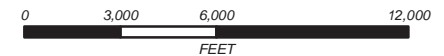
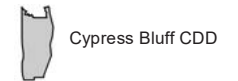
Cypress Bluff Community Development District

EXHIBIT 1

GENERAL LOCATION

NOVEMBER 2, 2017

LEGEND



2



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
Since 1924

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

Revised December 14, 2017

September 1, 2017

E-Town

Page 1 of 4

W.O. No.17-160.01

File No. 124B-22.01A

Cypress Bluff CDD Parcel

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with a portion of Sections 4, 5, 8 and 9, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 33; thence North 88°37'28" East, along the Northerly line of said Section 33, a distance of 1343.30 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 88°37'28" East, along said Northerly line of said Section 33, a distance of 289.49 feet; thence South 07°44'34" East, departing said Northerly line, 1305.77 feet; thence South 13°31'53" East, 2389.14 feet; thence South 04°33'08" West, 1865.63 feet; thence South 18°03'25" West, 1232.39 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 3784.88 feet; thence South 04°56'56" West, 366.20 feet; thence South 89°37'47" West, 1624.99 feet; thence South 00°22'13" East, 418.10 feet; thence South 88°55'30" West, 1799.90 feet to a point lying on the Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1; thence Northerly along said Easterly limited access right of way line the following 3 courses: Course 1, thence North 14°27'30" West, 403.98 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet; Course 2, thence Northerly along the arc of said curve, through a central angle of 14°09'36", an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°22'42" West, 1363.10 feet; Course 3, thence North 00°17'54" West, 1535.00 feet to a point of intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also being on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of 29°31'23", an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°27'47" East, 1528.78 feet; Course 2, thence North 07°17'54" West, 984.62 feet to the point of curvature of a curve concave Easterly having a

Revised December 14, 2017

September 1, 2017

E-Town

Page 2 of 4

W.O. No.17-160.01

File No. 124B-22.01A

Cypress Bluff CDD Parcel (continued)

radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 07°00'00", an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°47'54" West, 1416.33 feet; Course 4, thence North 00°17'54" West, 5839.87 feet to its intersection with the Southwesterly right of way line of R.G. Skinner Parkway, a 110 foot right of way as presently established; thence Southeasterly along said Southwesterly right of way line the following 3 courses: Course 1, thence Southerly departing said Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 300.00 feet, through a central angle of 43°17'06", an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°56'27" East, 221.29 feet; Course 2, thence South 43°35'00" East, 446.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 600.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of 25°15'01", an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°12'31" East, 262.29 feet; thence South 68°50'01" East, continuing along said Southwesterly right of way line, 263.07 feet to a point lying on the boundary line of those lands described and recorded in Official Records Book 14340, page 1809, of the current Public Records of said county; thence Southerly along said boundary line the following 62 courses: Course 1, thence South 56°47'19" West, departing said Southwesterly right of way line, 34.93 feet; Course 2, thence South 59°53'26" West, 60.77 feet; Course 3, thence South 28°07'37" West, 63.38 feet; Course 4, thence South 36°12'31" West, 52.77 feet; Course 5, thence South 44°25'16" West, 53.99 feet; Course 6, thence South 60°24'13" West, 59.40 feet; Course 7, thence South 37°46'20" West, 47.85 feet; Course 8, thence South 12°02'36" East, 52.58 feet; Course 9, thence South 13°05'33" East, 42.42 feet; Course 10, thence South 16°44'01" West, 33.11 feet; Course 11, thence South 18°07'14" West, 49.93 feet; Course 12, thence South 23°19'42" West, 58.13 feet; Course 13, thence North 84°25'00" West, 84.95 feet; Course 14, thence South 00°24'25" East, 68.26 feet; Course 15, thence South 81°52'44" East, 73.42 feet; Course 16, thence South 35°00'24" East, 50.94 feet; Course 17, thence South 42°29'27" East, 63.28 feet; Course 18, thence South 72°15'25" East, 65.91 feet; Course 19, thence North 73°27'14" East, 68.75 feet; Course 20, thence North 51°47'07" East, 59.88 feet; Course 21, thence North 65°14'07" East, 63.44 feet; Course 22, thence South 44°57'44" East, 51.37 feet; Course 23, thence South 41°27'00" East, 50.99 feet; Course 24, thence North 68°09'16" East, 90.76 feet; Course 25, thence North 00°26'34" West, 52.95 feet; Course 26, thence North 39°25'04" West, 59.68 feet; Course 27, thence North 46°31'57" East, 62.01 feet; Course 28, thence North 50°00'38" East, 57.16 feet; Course 29, thence North 88°38'44" East, 49.62 feet; Course 30, thence South 67°21'23" East, 54.16 feet; Course 31, thence South 14°50'50" East, 56.43 feet; Course 32, thence South 48°06'29" East, 55.42 feet; Course 33, thence South 04°06'11" East, 57.55 feet; Course 34, thence South 38°52'42" West, 48.46 feet; Course 35, thence South 08°09'16" West, 60.88 feet; Course 36, thence South 29°03'41" East, 51.97 feet; Course 37, thence South 07°41'54" East, 90.90 feet; Course 38, thence South 75°57'31" East, 33.30 feet; Course 39, thence South 80°17'39" East,

Revised December 14, 2017

September 1, 2017

E-Town

Page 3 of 4

W.O. No.17-160.01

File No. 124B-22.01A

Cypress Bluff CDD Parcel (continued)

50.60 feet; Course 40, thence North 57°17'36" East, 58.75 feet; Course 41, thence North 17°44'41" East, 38.19 feet; Course 42, thence North 41°44'07" East, 55.91 feet; Course 43, thence South 78°01'28" East, 36.71 feet; Course 44, thence North 76°54'19" East, 50.12 feet; Course 45, thence South 78°17'09" East, 69.51 feet; Course 46, thence North 85°04'13" East, 33.16 feet; Course 47, thence North 35°50'17" East, 30.71 feet; Course 48, thence North 05°06'56" East, 69.39 feet; Course 49, thence North 25°14'24" East, 59.38 feet; Course 50, thence North 36°08'27" East, 68.81 feet; Course 51, thence North 42°18'11" West, 56.04 feet; Course 52, thence North 01°48'23" East, 43.34 feet; Course 53, thence South 71°57'16" East, 51.30 feet; Course 54, thence South 45°25'16" East, 54.76 feet; Course 55, thence South 19°52'56" West, 39.91 feet; Course 56, thence South 14°36'39" East, 42.26 feet; Course 57, thence South 40°20'23" East, 57.10 feet; Course 58, thence South 59°04'18" East, 52.23 feet; Course 59, thence South 13°07'44" East, 44.38 feet; Course 60, thence South 24°46'40" East, 56.39 feet; Course 61, thence South 26°06'15" East, 32.51 feet; Course 62, thence South 02°12'11" West, 41.80 feet; thence South 45°09'13" East, departing said boundary line, 35.48 feet to the Northeast corner of those lands described and recorded in Official Records Book 14863, page 469, of said current Public Records; thence North 89°59'26" West, along the Northerly line of said Official Records Book 14863, page 469, a distance of 70.00 feet to the Northwest corner thereof; thence South 00°00'34" West, along the Westerly line of last said lands, 65.00 feet to the Southwest corner thereof; thence South 89°59'26" East, along the Southerly line of said lands, 70.00 feet to the Southeast corner thereof, said corner lying on said Southwesterly right of way line of R.G. Skinner Parkway; thence South 00°00'34" West, along said Southwesterly right of way line, 107.34 feet to a point lying on the Southerly terminus of said R.G. Skinner Parkway; thence South 89°59'26" East, departing said Southwesterly right of way line and along said Southerly terminus, 110.00 feet to a point lying on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly lines of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North 06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 57.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°51'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'55" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25,

Revised December 14, 2017

September 1, 2017

E-Town

Page 4 of 4

W.O. No.17-160.01

File No. 124B-22.01A

Cypress Bluff CDD Parcel (continued)

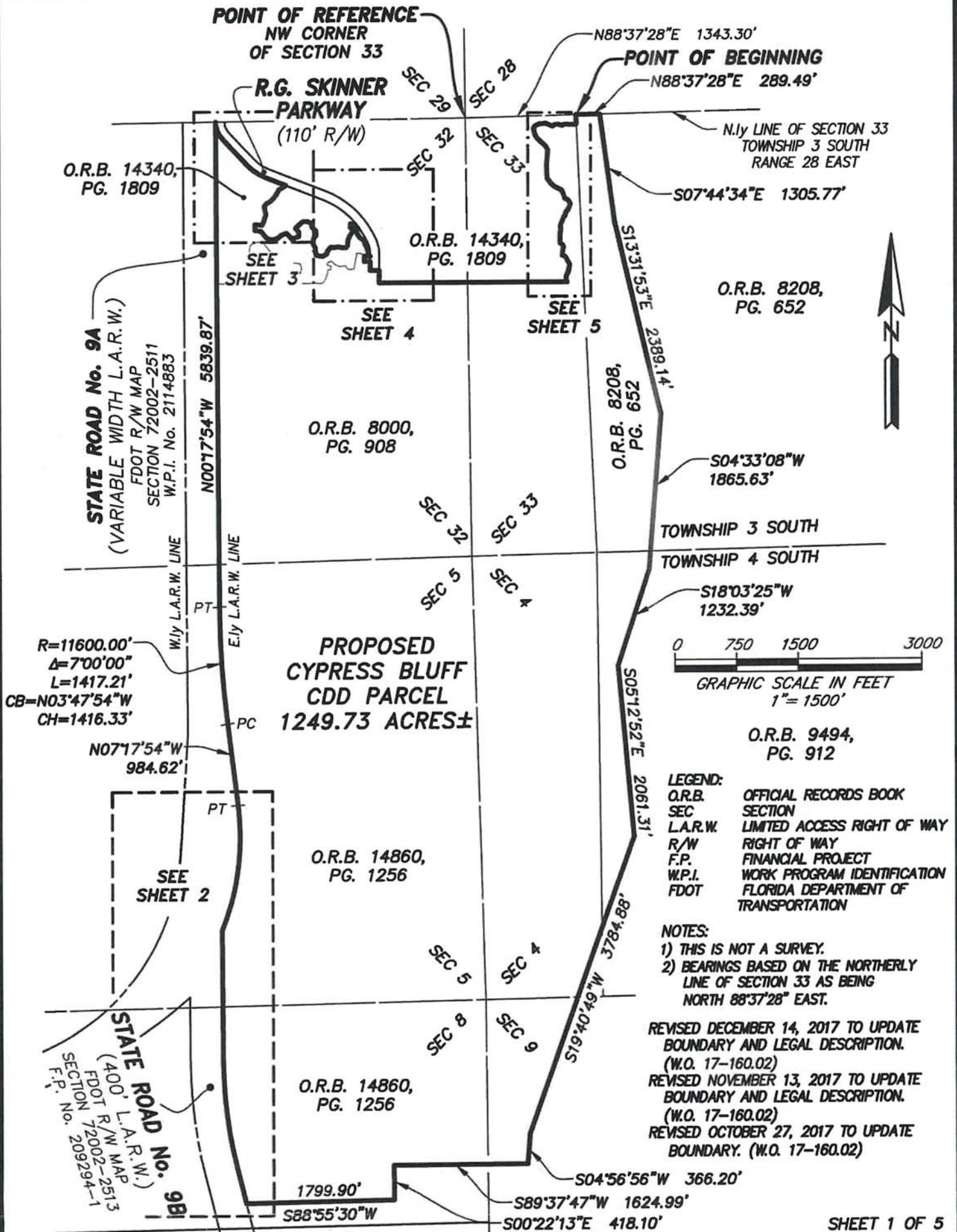
thence North 24°38'30" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 88.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 68.30 feet; Course 46, thence North 45°34'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South 87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to the Point of Beginning.

Containing 1249.73 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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



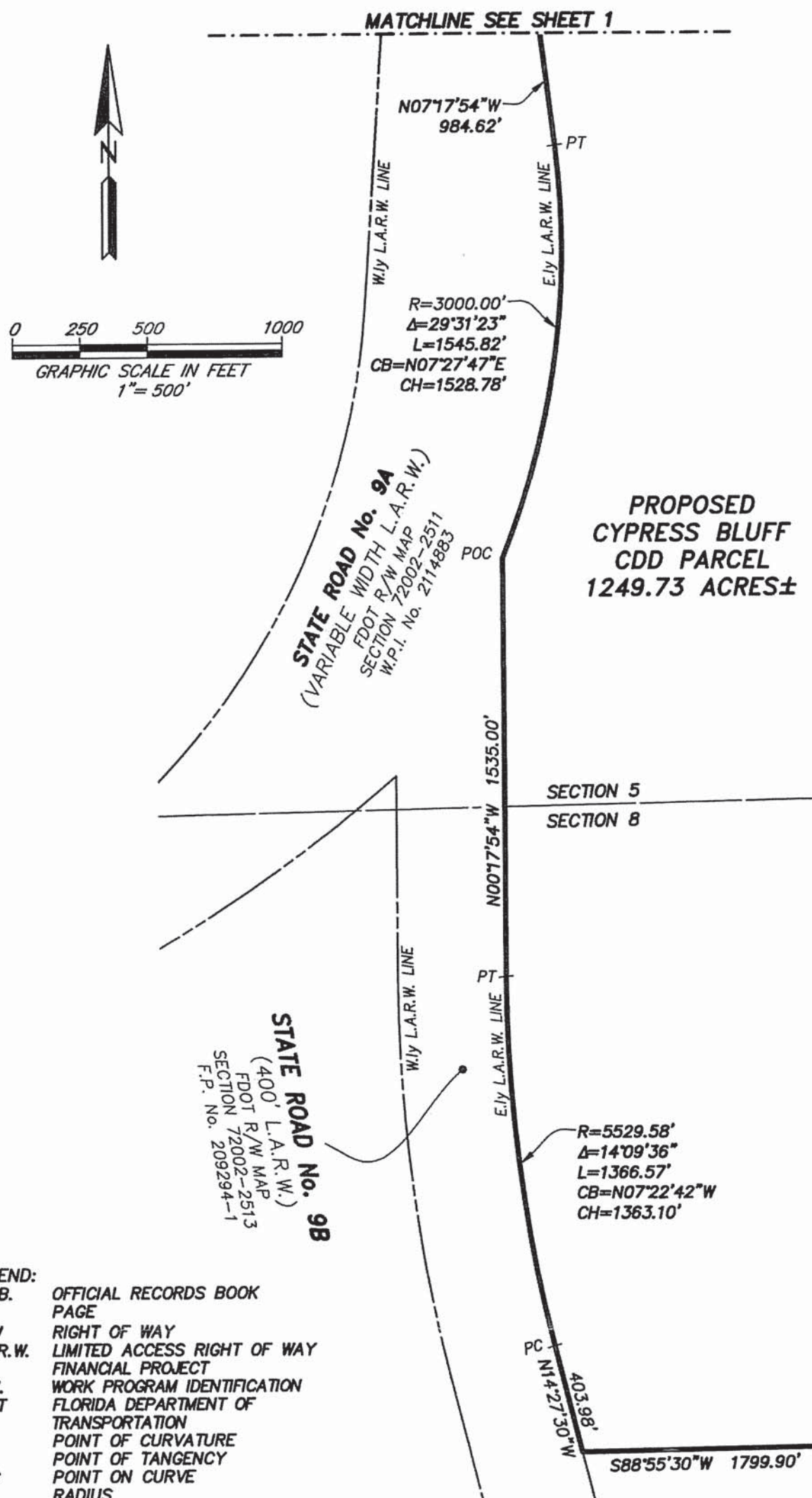
ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL. 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

DATE: **SEPTEMBER 1, 2017** SCALE: **1"=1500'**

ANDREW O. KNUPP
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6511

A. PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LEGEND:

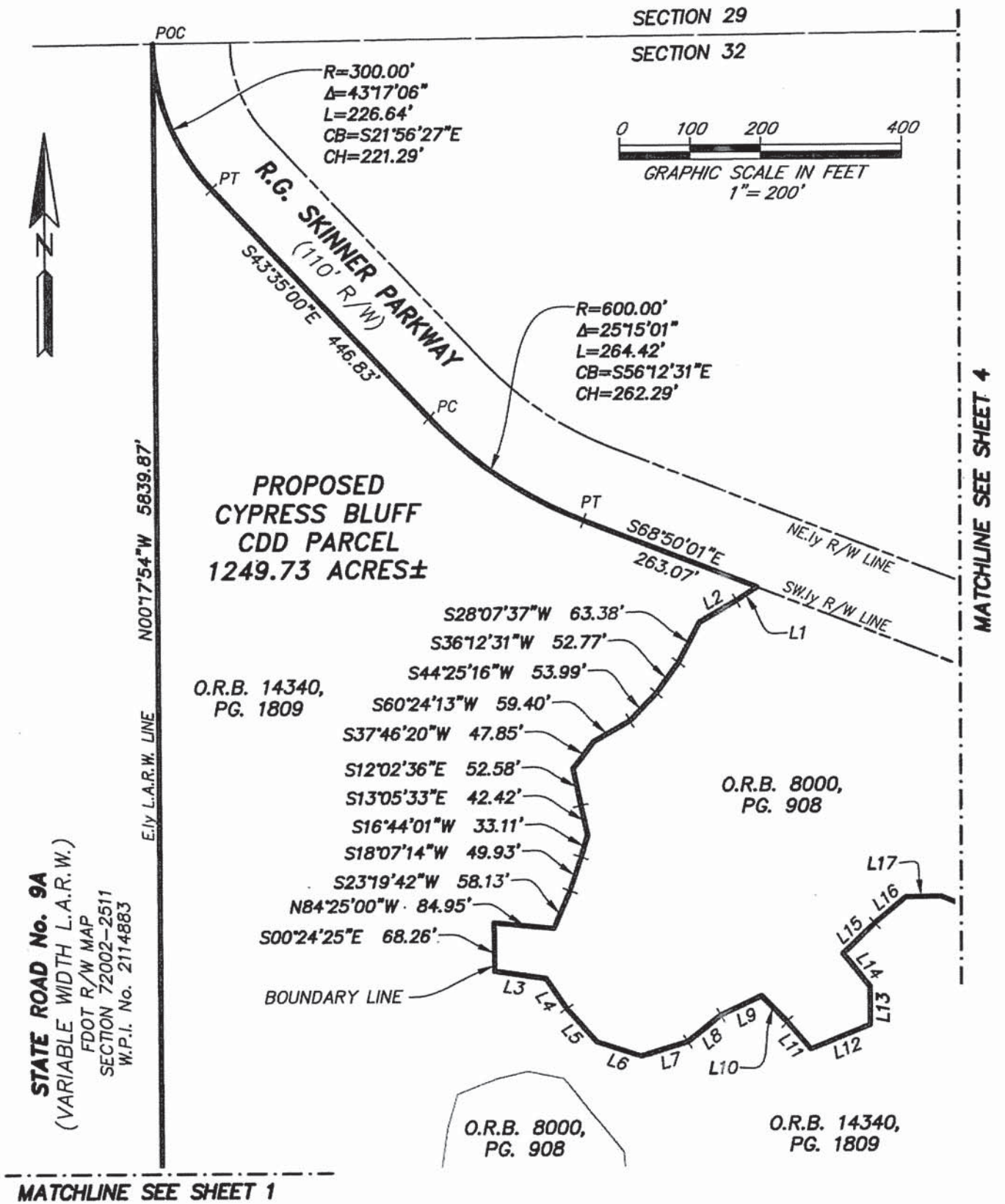
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
L.A.R.W.	LIMITED ACCESS RIGHT OF WAY
F.P.	FINANCIAL PROJECT
W.P.I.	WORK PROGRAM IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE

SHEET 2 OF 5
SEE SHEET 1 FOR NOTES.

PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

A. PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



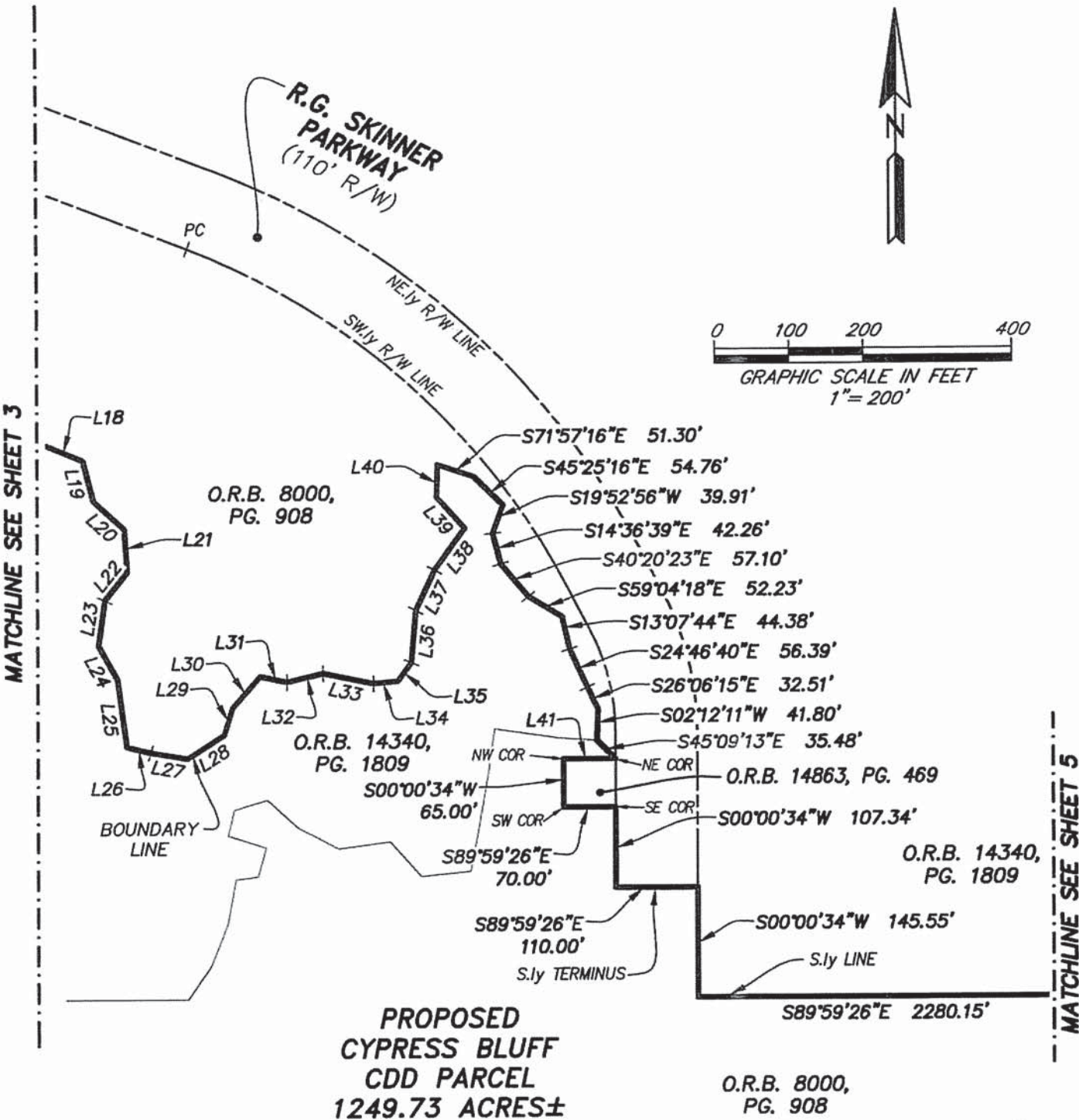
LINE TABLE		
LINE	BEARING	LENGTH
L1	S56°47'19"W	34.93'
L2	S59°53'26"W	60.77'
L3	S81°52'44"E	73.42'
L4	S35°00'24"E	50.94'
L5	S42°29'27"E	63.28'
L6	S72°15'25"E	65.91'
L7	N73°27'14"E	68.75'
L8	N51°47'07"E	59.88'
L9	N65°14'07"E	63.44'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S44°57'44"E	51.37'
L11	S41°27'00"E	50.99'
L12	N68°09'16"E	90.76'
L13	N00°26'34"W	52.95'
L14	N39°25'04"W	59.68'
L15	N46°31'57"E	62.01'
L16	N50°00'38"E	57.16'
L17	N88°38'44"E	49.62'

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
L.A.R.W. LIMITED ACCESS RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
L1 TABULATED LINE DATA

A. PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
L.A.R.W. LIMITED ACCESS RIGHT OF WAY
COR CORNER
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
L1 TABULATED LINE DATA

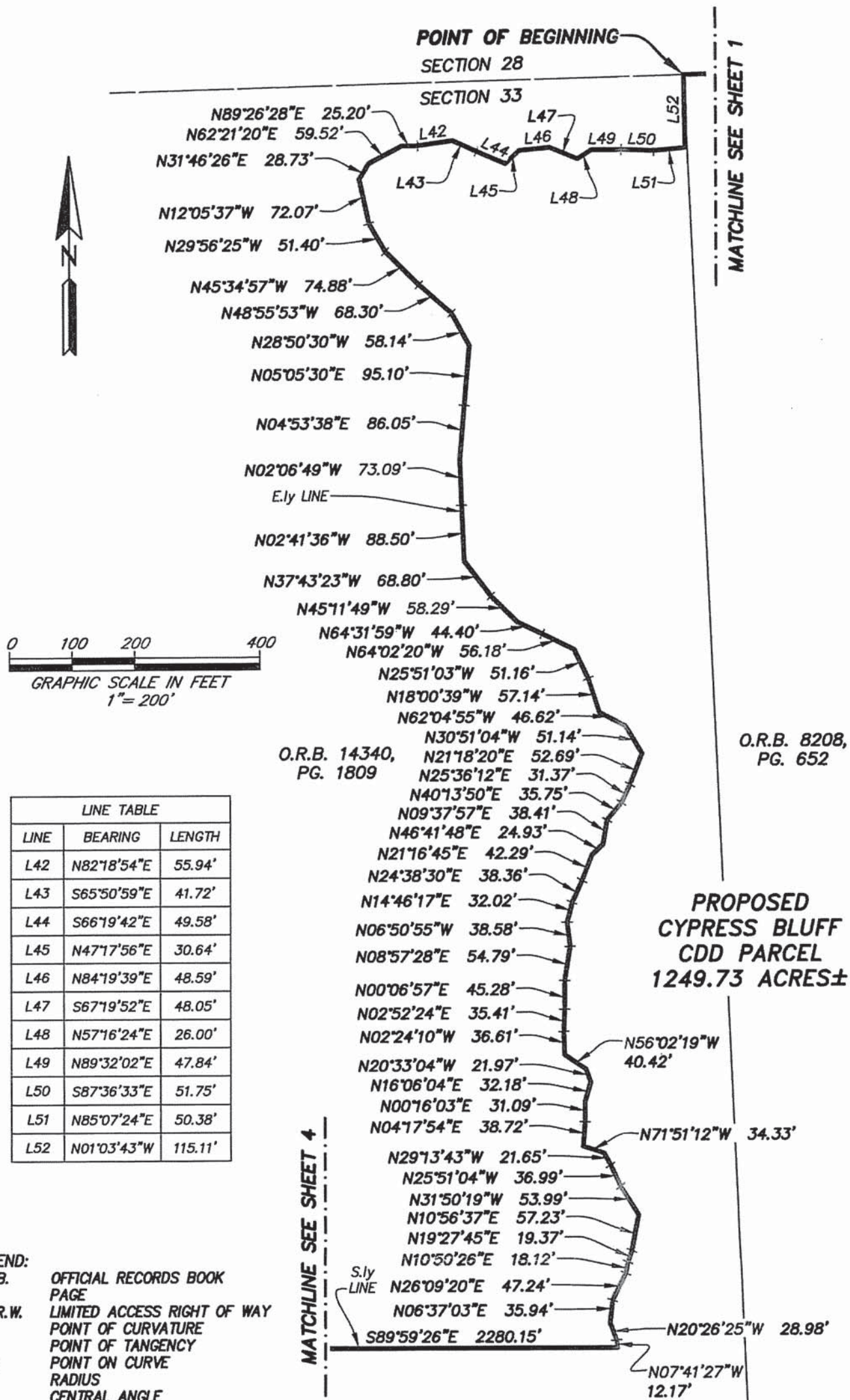
LINE TABLE		
LINE	BEARING	LENGTH
L18	S67°21'23"E	54.16'
L19	S14°50'50"E	56.43'
L20	S48°06'29"E	55.42'
L21	S04°06'11"E	57.55'
L22	S38°52'42"W	48.46'
L23	S08°09'16"W	60.88'
L24	S29°03'41"E	51.97'
L25	S07°41'54"E	90.90'
L26	S75°57'31"E	33.30'
L27	S80°17'39"E	50.60'
L28	N57°17'36"E	58.75'
L29	N17°44'41"E	38.19'

LINE TABLE		
LINE	BEARING	LENGTH
L30	N41°44'07"E	55.91'
L31	S78°01'28"E	36.71'
L32	N76°54'19"E	50.12'
L33	S78°17'09"E	69.51'
L34	N85°04'13"E	33.16'
L35	N35°50'17"E	30.71'
L36	N05°06'56"E	69.39'
L37	N25°14'24"E	59.38'
L38	N36°08'27"E	68.81'
L39	N42°18'11"W	56.04'
L40	N01°48'23"E	43.34'
L41	N89°59'26"W	70.00'

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 4 OF 5
SEE SHEET 1 FOR NOTES.

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



SHEET 5 OF 5
SEE SHEET 1 FOR NOTES.

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624
ON FILE

3

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that E-Town Development, Inc. ("Petitioner"), intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands which are intended to constitute the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petition, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 19 day of December, 2017.

Witnessed:

EASTLAND TIMBER, LLC,
a Florida limited liability company

Jill Whalen
Print Name: Jill Whalen

Jed V. Davis
By: Jed V. Davis
Its: Vice President

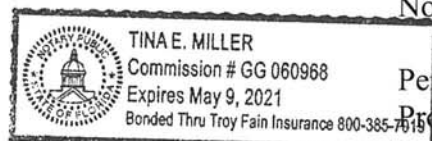
Austin Ray
Print Name: AUSTIN RAY

STATE OF FLORIDA
COUNTY OF Duval

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Jed V. Davis, an authorized agent of Eastland Timber, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 19 day of December, 2017.

Tina E. Miller
Notary Public



Personally known: ✓
Produced Identification: _____
Type of Identification: _____

THIS DOCUMENT PREPARED
BY AND RETURN TO:
NICHOLAS A. DYAL
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

PREPARED WITHOUT BENEFIT OF
TITLE EXAMINATION OR OPINION
AS TO MATTERS AFFECTING TITLE

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 21st day of November, 2017, by and between **ESTUARY, LLC**, a Florida limited liability company, as successor by conversion to Estuary Corporation ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **EASTLAND TIMBER, LLC**, a Florida limited liability company ("Grantee"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224.

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, hereby remises, releases, and quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, interest, claim, and demand which Grantor has (if any) in the real property in Duval County, Florida more particularly described by **Exhibit "A"** attached hereto (the "Property").

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, to the only proper use, benefit, and behoof of Grantee.

NOTE TO DOCUMENTARY STAMP TAX EXAMINER AND CLERK:

GRANTEE IS WHOLLY OWNED BY GRANTOR, THE PROPERTY BEING CONVEYED BY GRANTOR TO GRANTEE IS UNENCUMBERED BY ANY MORTGAGE LIEN, AND THE PROPERTY IS BEING CONVEYED WITHOUT GRANTOR RECEIVING ANY CONSIDERATION FROM GRANTEE, SUCH THAT GRANTEE DOES NOT CONSTITUTE "PURCHASER" AND THE TRANSACTION EVIDENCED BY THIS QUIT CLAIM DEED IS MERELY A CHANGE IN THE FORM OF OWNERSHIP BY THE ENTITIES WHO HAD OWNED AND CONTINUE TO OWN THE PROPERTY CONSTITUTING A MERE "BOOK TRANSACTION". ACCORDINGLY, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE ON THIS QUIT CLAIM DEED.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and
delivered in the
presence of:

ESTUARY, LLC,
a Florida limited liability company,
as successor by conversion to Estuary Corporation

Carling Portak
Print Name Carling Portak

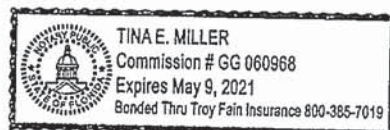
By:

Jed V. Davis
Jed V. Davis
Vice President

Tiv Whalen
Print Name Tiv Whalen

STATE OF FLORIDA }
COUNTY OF DUVAL }SS
}

The foregoing instrument was acknowledged before me this 21 day of November, 2017, by Jed V. Davis, the Vice President of **ESTUARY, LLC**, a Florida limited liability company, on behalf of the company.



Tina E. Miller
(Print Name Tina E. Miller)
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"**PROPERTY**

September 1, 2017
 Davis 9A/9B
 Page 1 of 6

W.O. No.17-160.01
 File No. 124B-22.01C

E-Town Overall Parcel

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with Sections 4, 5, 8, 9 and 17, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 8000, page 908, Official Records Book 8208, page 652, Official Records Book 14860, page 1256, and Official records Book 9494, page 912, all of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 8; thence North 00°34'30" West, along the Easterly line of said Section 8, a distance of 1284.21 feet to the Point of Beginning.

From said Point of Beginning, thence South 16°19'17" West, departing said Easterly line, 1667.05 feet; thence South 56°47'47" West, 1747.63 feet to a point on the Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1, said point being on a curve concave Westerly having a radius of 23118.31 feet; thence Northerly along said Easterly limited access right of way line and along the arc of said curve, through a central angle of 03°08'47", an arc length of 1269.50 feet to the Southerly most corner of those lands described and recorded in Official Records Book 16589, page 2005, said current Public Records, said arc being subtended by a chord bearing and distance of North 12°14'55" West, 1269.34 feet; thence Northerly along the Easterly line of said Official Records Book 16589, page 2005, the following 13 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 2906.00 feet, through a central angle of 09°47'27", an arc length of 496.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°48'41" West, 495.98 feet; Course 2, thence North 01°05'03" East, 632.38 feet to the point of curvature of a curve concave Southeasterly having a radius of 56.00 feet; Course 3, thence Northeasterly along the arc of said curve, through a central angle of 74°27'27", an arc length of 72.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 38°18'46" East, 67.76 feet; Course 3, thence North 75°32'30" East, 240.11 feet to the point of curvature of a curve concave Northerly having a radius of 1142.00 feet; Course 4, thence Easterly along the arc of said curve, through a central angle of 14°54'30", an arc length of 297.15 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 68°05'15" East, 296.31 feet; Course 5, thence North 29°22'01" West,

September 1, 2017
 Davis 9A/9B
 Page 2 of 6

W.O. No.17-160.01
 File No. 124B-22.01C

E-Town Overall Parcel (continued)

284.00 feet to a point on a curve concave Northwesterly having a radius of 858.00 feet; Course 6, thence Southwesterly along the arc of said curve, through a central angle of $02^{\circ}53'29''$, an arc length of 43.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $62^{\circ}04'44''$ West, 43.29 feet; Course 7, thence South $79^{\circ}24'50''$ West, 48.54 feet to a point on a curve concave Northerly having a radius of 846.00 feet; Course 9, thence Westerly along the arc of said curve, through a central angle of $08^{\circ}51'13''$, an arc length of 130.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}06'53''$ West, 130.60 feet; Course 10, thence South $75^{\circ}32'30''$ West, 273.37 feet to the point of curvature of a curve concave Northerly having a radius of 56.00 feet; Course 11, thence Westerly along the arc of said curve, through a central angle of $67^{\circ}15'41''$, an arc length of 65.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $70^{\circ}49'40''$ West, 62.03 feet; Course 12, thence North $37^{\circ}11'49''$ West, 190.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 2000.00 feet; Course 13, thence Northwesterly along the arc of said curve, through a central angle of $21^{\circ}24'28''$, an arc length of 747.27 feet to the Northerly most corner of said Official Records Book 16589, page 2005, said corner lying on said Easterly limited access right of way line of State Road No. 9B, said arc being subtended by a chord bearing and distance of North $26^{\circ}29'35''$ West, 742.93 feet; thence Northerly along said Easterly limited access right of way line the following 3 courses: Course 1, thence North $14^{\circ}27'30''$ West, 1084.07 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet; Course 2, thence Northerly, along the arc of said curve, through a central angle of $14^{\circ}09'36''$, an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}22'42''$ West, 1363.10 feet; Course 3, thence North $00^{\circ}17'54''$ West, 1535.01 feet to a point of intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also lying on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of $29^{\circ}31'23''$, an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}27'47''$ East, 1528.78 feet; Course 2, thence North $07^{\circ}17'54''$ West, 984.62 feet to the point of curvature of a curve concave Easterly having a radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of $07^{\circ}00'00''$, an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $03^{\circ}47'54''$ West, 1416.33 feet; Course 4, thence North $00^{\circ}17'54''$ West, 3893.50 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 14340, page 1809, of said current Public Records; thence along the boundary line of last said lands the following 111 courses: Course 1, thence South $89^{\circ}59'26''$ East, departing said existing Easterly limited access right of way line of State Road

September 1, 2017
 Davis 9A/9B
 Page 3 of 6

W.O. No.17-160.01
 File No. 124B-22.01C

E-Town Overall Parcel (continued)

No. 9A, a distance of 432.74 feet; Course 2, thence North 21°15'25" West, 36.30 feet; Course 3, thence North 20°45'13" West, 89.37 feet; Course 4, thence North 02°14'31" East, 76.89 feet; Course 5, thence North 05°05'57" West, 76.05 feet; Course 6, thence North 06°49'09" East, 66.87 feet; Course 7, thence North 07°59'28" East, 82.84 feet; Course 8, thence North 16°34'34" East, 50.24 feet; Course 9, thence North 68°48'58" East, 59.12 feet; Course 10, thence North 76°43'46" East, 45.45 feet; Course 11, thence South 78°23'48" East, 52.05 feet; Course 12, thence South 39°08'47" East, 58.60 feet; Course 13, thence South 39°28'45" East, 74.97 feet; Course 14, thence South 05°56'18" East, 68.71 feet; Course 15, thence South 26°13'12" West, 65.57 feet; Course 16, thence South 06°43'08" West, 65.84 feet; Course 17, thence South 19°43'54" East, 70.06 feet; Course 18, thence South 85°03'59" East, 47.28 feet; Course 19, thence South 85°54'54" East, 65.61 feet; Course 20, thence North 73°03'34" East, 72.99 feet; Course 21, thence North 80°31'18" East, 63.06 feet; Course 22, thence North 16°01'47" East, 59.50 feet; Course 23, thence North 47°16'37" East, 59.12 feet; Course 24, thence South 80°10'42" East, 68.96 feet; Course 25, thence South 16°30'35" East, 62.48 feet; Course 26, thence South 17°56'14" West, 59.51 feet; Course 27, thence North 89°48'18" West, 35.19 feet; Course 28, thence South 35°54'27" West, 39.94 feet; Course 29, thence South 05°38'03" East, 63.89 feet; Course 30, thence South 55°17'48" East, 39.15 feet; Course 31, thence South 89°59'26" East, 294.87 feet; Course 32, thence North 34°56'34" East, 54.72 feet; Course 33, thence North 22°07'41" East, 59.05 feet; Course 34, thence North 10°52'36" East, 60.69 feet; Course 35, thence North 82°56'19" East, 29.72 feet; Course 36, thence North 16°06'27" East, 39.94 feet; Course 37, thence North 72°50'32" West, 53.92 feet; Course 38, thence North 13°45'11" East, 35.39 feet; Course 39, thence North 73°39'04" East, 46.76 feet; Course 40, thence South 48°14'27" East, 56.63 feet; Course 41, thence South 62°54'37" East, 60.74 feet; Course 42, thence North 82°34'21" East, 69.28 feet; Course 43, thence South 42°33'13" East, 62.46 feet; Course 44, thence North 84°40'50" East, 66.44 feet; Course 45, thence North 11°16'49" East, 57.07 feet; Course 46, thence North 09°59'01" East, 75.29 feet; Course 47, thence North 08°03'20" East, 61.18 feet; Course 48, thence South 81°39'47" East, 86.64 feet; Course 49, thence South 85°54'44" East, 51.63 feet; Course 50, thence North 02°12'11" East, 41.80 feet; Course 51, thence North 26°06'15" West, 32.51 feet; Course 52, thence North 24°46'40" West, 56.39 feet; Course 53, thence North 13°07'44" West, 44.38 feet; Course 54, thence North 59°04'18" West, 52.23 feet; Course 55, thence North 40°20'23" West, 57.10 feet; Course 56, thence North 14°36'39" West, 42.26 feet; Course 57, thence North 19°52'56" East, 39.91 feet; Course 58, thence North 45°25'16" West, 54.76 feet; Course 59, thence North 71°57'16" West, 51.30 feet; Course 60, thence South 01°48'23" West, 43.34 feet; Course 61, thence South 42°18'11" East, 56.04 feet; Course 62, thence South 36°08'27" West, 68.81 feet; Course 63, thence South 25°14'24" West, 59.38 feet; Course 64, thence South 05°06'56" West, 69.39 feet; Course 65, thence South 35°50'17" West, 30.71 feet; Course 66, thence South 85°04'13" West, 33.16 feet; Course 67, thence North 78°17'09" West, 69.51 feet; Course 68, thence South 76°54'19" West, 50.12 feet; Course 69, thence North 78°01'28" West, 36.71 feet; Course 70, thence South 41°44'07" West, 55.91 feet; Course 71, thence South 17°44'41" West,

September 1, 2017
 Davis 9A/9B
 Page 4 of 6

W.O. No.17-160.01
 File No. 124B-22.01C

E-Town Overall Parcel (continued)

38.19 feet; Course 72, thence South 57°17'36" West, 58.75 feet; Course 73, thence North 80°17'39" West, 50.60 feet; Course 74, thence North 75°57'31" West, 33.30 feet; Course 75, thence North 07°41'54" West, 90.90 feet; Course 76, thence North 29°03'41" West, 51.97 feet; Course 77, thence North 08°09'16" East, 60.88 feet; Course 78, thence North 38°52'42" East, 48.46 feet; Course 79, thence North 04°06'11" West, 57.55 feet; Course 80, thence North 48°06'29" West, 55.42 feet; Course 81, thence North 14°50'50" West, 56.43 feet; Course 82, thence North 67°21'23" West, 54.16 feet; Course 83, thence South 88°38'44" West, 49.62 feet; Course 84, thence South 50°00'38" West, 57.16 feet; Course 85, thence South 46°31'57" West, 62.01 feet; Course 86, thence South 39°25'04" East, 59.68 feet; Course 87, thence South 00°26'34" East, 52.95 feet; Course 88, thence South 68°09'16" West, 90.76 feet; Course 89, thence North 41°27'00" West, 50.99 feet; Course 90, thence North 44°57'44" West, 51.37 feet; Course 91, thence South 65°14'07" West, 63.44 feet; Course 92, thence South 51°47'07" West, 59.88 feet; Course 93, thence South 73°27'14" West, 68.75 feet; Course 94, thence North 72°15'25" West, 65.91 feet; Course 95, thence North 42°29'27" West, 63.28 feet; Course 96, thence North 35°00'24" West, 50.94 feet; Course 97, thence North 81°52'44" West, 73.42 feet; Course 98, thence North 00°24'25" West, 68.26 feet; Course 99, thence South 84°25'00" East, 84.95 feet; Course 100, thence North 23°19'42" East, 58.13 feet; Course 101, thence North 18°07'14" East, 49.93 feet; Course 102, thence North 16°44'01" East, 33.11 feet; Course 103, thence North 13°05'33" West, 42.42 feet; Course 104, thence North 12°02'36" West, 52.58 feet; Course 105, thence North 37°46'20" East, 47.85 feet; Course 106, thence North 60°24'13" East, 59.40 feet; Course 107, thence North 44°25'16" East, 53.99 feet; Course 108, thence North 36°12'31" East, 52.77 feet; Course 109, thence North 28°07'37" East, 63.38 feet; Course 110, thence North 59°53'26" East, 60.77 feet; Course 111, thence North 56°47'19" East, 34.93 feet to a point on the Westerly right of way line of R.G. Skinner Parkway Extension, a 110 foot right of way according to the plat thereof as recorded in Plat Book 65, page 118, of said current Public Records; thence Southeasterly along said Westerly right of way line the following 5 courses: Course 1, thence South 68°50'01" East, departing said boundary line, 483.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 975.00 feet; Course 2, thence Southeasterly along the arc of said curve, through a central angle of 40°54'44", an arc length of 696.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 48°22'39" East, 681.51 feet; Course 3, thence South 27°55'17" East, 64.52 feet to the point of curvature of a curve concave Westerly having a radius of 300.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 27°55'51", an arc length of 146.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 13°57'22" East, 144.80 feet; Course 5, thence South 00°00'34" West, 34.12 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 14863, page 466, of said current Public Records; thence along the boundary line of last said lands the following 3 courses: Course 1, thence North 89°59'26" West, departing said Westerly right of way line, 70.00 feet; Course 2, thence South 00°00'34" West, 65.00 feet; Course 3, thence South 89°59'26" East, 70.00 feet to the Southeast corner thereof, said corner

September 1, 2017

Davis 94.9B

Page 5 of 6

W.O. No. 17-160.01

File No. 124B-22.01C

E-Town Overall Parcel (continued)

lying on said Westerly right of way line of R.G. Skinner Parkway Extension; thence South 00°00'34" West, along said Westerly right of way line, 107.34 feet to the Southerly terminus of said R.G. Skinner Parkway Extension; thence South 89°59'26" East, departing said Westerly right of way line and along said Southerly terminus, 110.00 feet to a point on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly lines of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North 06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 57.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°31'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'53" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25, thence North 24°38'30" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 58.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 58.30 feet; Course 46, thence North 45°34'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South

September 1, 2017
Davis 9A/9B
Page 6 of 6

W.O. No. 17-160:01
File No. 124B-22.01C

E-Town Overall Parcel (continued)

87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to a point on the North line of said Section 33; thence North 88°37'28" East, departing said Southerly line and along said North line, 289.49 feet; thence South 07°44'34" East, departing said North line, 1305.77 feet; thence South 13°31'53" East, 2389.14 feet; thence South 04°33'08" West, 1865.63 feet; thence South 18°03'25" West, 1232.39 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 3784.88 feet; thence South 04°56'56" West, 1113.94 feet; thence South 16°19'17" West, 1412.42 feet to the Point of Beginning.

TOGETHER WITH:

October 27, 2017
 Davis 9B Interchange
 Page 1 of 3

Work Order No. 17-160.02
 File No. 124B-22.02A

E9 Wetland Parcel

A portion of Section 32, Township 3 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14340, page 1809, of said current Public Records; being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 89°26'55" West, along the Northerly line of said Section 32, a distance of 3038.34 feet its intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width right of way as depicted on Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also lying on the Southwesterly right of way line of R.G. Skinner Parkway, a 110 foot right of way as presently established, and the Point of Beginning.

From said Point of Beginning, thence Southeasterly, departing said Northerly line of Section 32 and along said Southwesterly right of line of R.G. Skinner Parkway, the following 4 courses: Course 1, thence Southerly along the arc of a curve concave Easterly having a radius of 300.00 feet, through a central angle of 43°17'06", an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°56'27" East, 221.29 feet; Course 2, thence South 43°35'00" East, 446.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 600.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of 25°15'01", an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°12'31" East, 262.29 feet; Course 4, thence South 68°50'01" East, 263.07 feet; thence Southerly, along the boundary line of said Official Records Book 14340, page 1809, the following 111 courses: Course 1, thence South 56°47'19" West, departing said Southwesterly right of way line, 34.93 feet; Course 2, thence South 59°53'26" West, 60.77 feet; Course 3, thence South 28°07'37" West, 63.38 feet; Course 4, thence South 36°12'31" West, 52.77 feet; Course 5, thence South 44°25'16" West, 53.99 feet; Course 6, thence South 60°24'13" West, 59.40 feet; Course 7, thence South 37°46'20" West, 47.85 feet; Course 8, thence South 12°02'36" East, 52.58 feet; Course 9, thence South 13°05'33" East, 42.42 feet; Course 10, thence South 16°44'01" West, 33.11 feet; Course 11, thence South 18°07'14" West, 49.93 feet; Course 12, thence South 23°19'42" West, 58.13 feet; Course 13, thence North 84°25'00" West, 84.95 feet; Course 14, thence South 00°24'25" East, 68.26 feet; Course 15, thence South 81°52'44" East, 73.42 feet;

October 27, 2017
 Davis 9B Interchange
 Page 2 of 3

Work Order No. 17-160.02
 File No. 124B-22.02A

E9 Wetland Parcel (continued)

Course 16, thence South 35°00'24" East, 50.94 feet; Course 17, thence South 42°29'27" East, 63.28 feet; Course 18, thence South 72°15'25" East, 65.91 feet; Course 19, thence North 73°27'14" East, 68.75 feet; Course 20, thence North 51°47'07" East, 59.88 feet; Course 21, thence North 65°14'07" East, 63.44 feet; Course 22, thence South 44°57'44" East, 51.37 feet; Course 23, thence South 41°27'00" East, 50.99 feet; Course 24, thence North 68°09'16" East, 90.76 feet; Course 25, thence North 00°26'34" West, 52.95 feet; Course 26, thence North 39°25'04" West, 59.68 feet; Course 27, thence North 46°31'57" East, 62.01 feet; Course 28, thence North 50°00'38" East, 57.16 feet; Course 29, thence North 88°38'44" East, 49.62 feet; Course 30, thence South 67°21'23" East, 54.16 feet; Course 31, thence South 14°50'50" East, 56.43 feet; Course 32, thence South 48°06'29" East, 55.42 feet; Course 33, thence South 04°06'11" East, 57.55 feet; Course 34, thence South 38°52'42" West, 48.46 feet; Course 35, thence South 08°09'16" West, 60.88 feet; Course 36, thence South 29°03'41" East, 51.97 feet; Course 37, thence South 07°41'54" East, 90.90 feet; Course 38, thence South 75°57'31" East, 33.30 feet; Course 39, thence South 80°17'39" East, 50.60 feet; Course 40, thence North 57°17'36" East, 58.75 feet; Course 41, thence North 17°44'41" East, 38.19 feet; Course 42, thence North 41°44'07" East, 55.91 feet; Course 43, thence South 78°01'28" East, 36.71 feet; Course 44, thence North 76°54'19" East, 50.12 feet; Course 45, thence South 78°17'09" East, 69.51 feet; Course 46, thence North 85°04'13" East, 33.16 feet; Course 47, thence North 35°50'17" East, 30.71 feet; Course 48, thence North 05°06'56" East, 69.39 feet; Course 49, thence North 25°14'24" East, 59.38 feet; Course 50, thence North 36°08'27" East, 68.81 feet; Course 51, thence North 42°18'11" West, 56.04 feet; Course 52, thence North 01°48'23" East, 43.34 feet; Course 53, thence South 71°57'16" East, 51.30 feet; Course 54, thence South 45°25'16" East, 54.76 feet; Course 55, thence South 19°52'56" West, 39.91 feet; Course 56, thence South 14°36'39" East, 42.26 feet; Course 57, thence South 40°20'23" East, 57.10 feet; Course 58, thence South 59°04'18" East, 52.23 feet; Course 59, thence South 13°07'44" East, 44.38 feet; Course 60, thence South 24°46'40" East, 56.39 feet; Course 61, thence South 26°06'15" East, 32.51 feet; Course 62, thence South 02°12'11" West, 41.80 feet; Course 63, thence North 85°54'44" West, 51.63 feet; Course 64, thence North 81°39'47" West, 86.64 feet; Course 65, thence South 08°03'20" West, 61.18 feet; Course 66, thence South 09°59'01" West, 75.29 feet; Course 67, thence South 11°16'49" West, 57.07 feet; Course 68, thence South 84°40'50" West, 66.44 feet; Course 69, thence North 42°33'13" West, 62.46 feet; Course 70, thence South 82°34'21" West, 69.28 feet; Course 71, thence North 62°54'37" West, 60.74 feet; Course 72, thence North 48°14'27" West, 56.63 feet; Course 73, thence South 73°39'04" West, 46.76 feet; Course 74, thence South 13°45'11" West, 35.39 feet; Course 75, thence South 72°50'32" East, 53.92 feet; Course 76, thence South 16°06'27" West, 39.94 feet; Course 77, thence South 82°56'19" West, 29.72 feet; Course 78, thence South 10°52'36" West, 60.69 feet; Course 79, thence South 22°07'41" West, 59.05 feet; Course 80, thence South 34°56'34" West, 54.72 feet; Course 81, thence North 89°59'26" West, 294.87 feet; Course 82, thence North 55°17'48" West, 39.15 feet; Course 83, thence North 05°38'03" West, 63.89 feet; Course 84, thence North 35°54'27" East, 39.94 feet; Course 85, thence South 89°48'18" East, 35.19 feet; Course 86, thence North 17°56'14" East, 59.51 feet;

October 27, 2017
Davis 9B Interchange
Page 3 of 3

Work Order No. 17-160.02
File No. 124B-22.02A

E9 Wetland Parcel (continued)

Course 87, thence North 16°30'35" West, 62.48 feet; Course 88, thence North 80°10'42" West, 68.96 feet; Course 89, thence South 47°16'37" West, 59.12 feet; Course 90, thence South 16°01'47" West, 59.50 feet; Course 91, thence South 80°31'18" West, 63.06 feet; Course 92, thence South 73°03'34" West, 72.99 feet; Course 93, thence North 85°54'54" West, 65.61 feet; Course 94, thence North 85°03'59" West, 47.28 feet; Course 95, thence North 19°43'54" West, 70.06 feet; Course 96, thence North 06°43'08" East, 65.84 feet; Course 97, thence North 26°13'12" East, 65.57 feet; Course 98, thence North 05°56'18" West, 68.71 feet; Course 99, thence North 39°28'45" West, 74.97 feet; Course 100, thence North 39°08'47" West, 58.60 feet; Course 101, thence North 78°23'48" West, 52.05 feet; Course 102, thence South 76°43'46" West, 45.45 feet; Course 103, thence South 68°48'58" West, 59.12 feet; Course 104, thence South 16°34'34" West, 50.24 feet; Course 105, thence South 07°59'28" West, 82.84 feet; Course 106, thence South 06°49'09" West, 66.87 feet; Course 107, thence South 05°05'57" East, 76.05 feet; Course 108, thence South 02°14'31" West, 76.89 feet; Course 109, thence South 20°45'13" East, 89.37 feet; Course 110, thence South 21°15'25" East, 36.30 feet; Course 111, thence North 89°59'26" West, 432.74 feet to a point lying on said Easterly limited access right of way line of State Road No. 9A; thence North 00°17'54" West, departing said Northerly line and along said Easterly limited access right of way line, 1946.37 feet to the Point of Beginning.

SECRETARY'S CERTIFICATE

The undersigned, Judy Morgan, Secretary of Eastland Timber, LLC, a Florida limited liability company (the "Company") hereby certifies that Jed V. Davis has been duly appointed to the office of Vice President of the Company and currently holds such office and in such capacity has the authority and is hereby authorized and directed to execute and deliver any and all documents on behalf of the Company, in the form and content acceptable to Jed V. Davis, in connection with the establishment of a community development district with jurisdiction over the property described on **Exhibit "A"** attached hereto, including, without limitation, a Consent and Joinder to Establishment of a Community Development District and any Authorization of Agent.

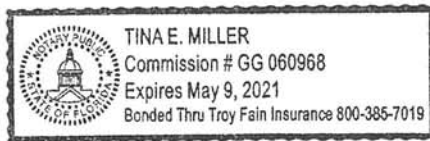
IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 20 day of December, 2017.

EASTLAND TIMBER, LLC,
a Florida limited liability company

By: Judy Morgan
Judy Morgan, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 20 day of December, 2017, by Judy Morgan, as Secretary of **EASTLAND TIMBER, LLC**, a Florida limited liability company, for the company.



Tina E Miller
Name Printed: Tina E Miller
Notary Public
State of Florida at Large
Commission No.: _____
My Commission Expires: _____
Personally Known ☒ or
Produced _____ Identification
(check one of the above)
Type of Identification produced

EXHIBIT "A"

PROPERTY

September 1, 2017
Davis 9A/9B
Page 1 of 6

W.O. No.17-160.01
File No. 124B-22.01C

E-Town Overall Parcel

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with Sections 4, 5, 8, 9 and 17, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 8000, page 908, Official Records Book 8208, page 652, Official Records Book 14860, page 1256, and Official records Book 9494, page 912, all of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 8; thence North $00^{\circ}34'30''$ West, along the Easterly line of said Section 8, a distance of 1284.21 feet to the Point of Beginning.

From said Point of Beginning, thence South $16^{\circ}19'17''$ West, departing said Easterly line, 1667.05 feet; thence South $56^{\circ}47'47''$ West, 1747.63 feet to a point on the Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1, said point being on a curve concave Westerly having a radius of 23118.31 feet; thence Northerly along said Easterly limited access right of way line and along the arc of said curve, through a central angle of $03^{\circ}08'47''$, an arc length of 1269.50 feet to the Southerly most corner of those lands described and recorded in Official Records Book 16589, page 2005, said current Public Records, said arc being subtended by a chord bearing and distance of North $12^{\circ}14'55''$ West, 1269.34 feet; thence Northerly along the Easterly line of said Official Records Book 16589, page 2005, the following 13 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 2906.00 feet, through a central angle of $09^{\circ}47'27''$, an arc length of 496.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $03^{\circ}48'41''$ West, 495.98 feet; Course 2, thence North $01^{\circ}05'03''$ East, 632.38 feet to the point of curvature of a curve concave Southeasterly having a radius of 56.00 feet; Course 3, thence Northeasterly along the arc of said curve, through a central angle of $74^{\circ}27'27''$, an arc length of 72.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $38^{\circ}18'46''$ East, 67.76 feet; Course 3, thence North $75^{\circ}32'30''$ East, 240.11 feet to the point of curvature of a curve concave Northerly having a radius of 1142.00 feet; Course 4, thence Easterly along the arc of said curve, through a central angle of $14^{\circ}54'30''$, an arc length of 297.15 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $68^{\circ}05'15''$ East, 296.31 feet; Course 5, thence North $29^{\circ}22'01''$ West,

E-Town Overall Parcel (continued)

284.00 feet to a point on a curve concave Northwesterly having a radius of 858.00 feet; Course 6, thence Southwesterly along the arc of said curve, through a central angle of $02^{\circ}53'29''$, an arc length of 43.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $62^{\circ}04'44''$ West, 43.29 feet; Course 7, thence South $79^{\circ}24'50''$ West, 48.54 feet to a point on a curve concave Northerly having a radius of 846.00 feet; Course 9, thence Westerly along the arc of said curve, through a central angle of $08^{\circ}51'13''$, an arc length of 130.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}06'53''$ West, 130.60 feet; Course 10, thence South $75^{\circ}32'30''$ West, 273.37 feet to the point of curvature of a curve concave Northerly having a radius of 56.00 feet; Course 11, thence Westerly along the arc of said curve, through a central angle of $67^{\circ}15'41''$, an arc length of 65.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $70^{\circ}49'40''$ West, 62.03 feet; Course 12, thence North $37^{\circ}11'49''$ West, 190.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 2000.00 feet; Course 13, thence Northwesterly along the arc of said curve, through a central angle of $21^{\circ}24'28''$, an arc length of 747.27 feet to the Northerly most corner of said Official Records Book 16589, page 2005, said corner lying on said Easterly limited access right of way line of State Road No. 9B, said arc being subtended by a chord bearing and distance of North $26^{\circ}29'35''$ West, 742.93 feet; thence Northerly along said Easterly limited access right of way line the following 3 courses: Course 1, thence North $14^{\circ}27'30''$ West, 1084.07 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet; Course 2, thence Northerly, along the arc of said curve, through a central angle of $14^{\circ}09'36''$, an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}22'42''$ West, 1363.10 feet; Course 3, thence North $00^{\circ}17'54''$ West, 1535.01 feet to a point of intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also lying on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of $29^{\circ}31'23''$, an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}27'47''$ East, 1528.78 feet; Course 2, thence North $07^{\circ}17'54''$ West, 984.62 feet to the point of curvature of a curve concave Easterly having a radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of $07^{\circ}00'00''$, an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $03^{\circ}47'54''$ West, 1416.33 feet; Course 4, thence North $00^{\circ}17'54''$ West, 3893.50 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 14340, page 1809, of said current Public Records; thence along the boundary line of last said lands the following 111 courses: Course 1, thence South $89^{\circ}59'26''$ East, departing said existing Easterly limited access right of way line of State Road

E-Town Overall Parcel (continued)

No. 9A, a distance of 432.74 feet; Course 2, thence North 21°15'25" West, 36.30 feet; Course 3, thence North 20°45'13" West, 89.37 feet; Course 4, thence North 02°14'31" East, 76.89 feet; Course 5, thence North 05°05'57" West, 76.05 feet; Course 6, thence North 06°49'09" East, 66.87 feet; Course 7, thence North 07°59'28" East, 82.84 feet; Course 8, thence North 16°34'34" East, 50.24 feet; Course 9, thence North 68°48'58" East, 59.12 feet; Course 10, thence North 76°43'46" East, 45.45 feet; Course 11, thence South 78°23'48" East, 52.05 feet; Course 12, thence South 39°08'47" East, 58.60 feet; Course 13, thence South 39°28'45" East, 74.97 feet; Course 14, thence South 05°56'18" East, 68.71 feet; Course 15, thence South 26°13'12" West, 65.57 feet; Course 16, thence South 06°43'08" West, 65.84 feet; Course 17, thence South 19°43'54" East, 70.06 feet; Course 18, thence South 85°03'59" East, 47.28 feet; Course 19, thence South 85°54'54" East, 65.61 feet; Course 20, thence North 73°03'34" East, 72.99 feet; Course 21, thence North 80°31'18" East, 65.06 feet; Course 22, thence North 16°01'47" East, 59.50 feet; Course 23, thence North 47°16'37" East, 59.12 feet; Course 24, thence South 80°10'42" East, 68.96 feet; Course 25, thence South 16°30'35" East, 62.48 feet; Course 26, thence South 17°56'14" West, 59.51 feet; Course 27, thence North 89°48'18" West, 35.19 feet; Course 28, thence South 35°54'27" West, 39.94 feet; Course 29, thence South 05°38'03" East, 63.89 feet; Course 30, thence South 55°17'48" East, 39.15 feet; Course 31, thence South 89°59'26" East, 294.87 feet; Course 32, thence North 34°56'34" East, 54.72 feet; Course 33, thence North 22°07'41" East, 59.05 feet; Course 34, thence North 10°52'36" East, 60.69 feet; Course 35, thence North 82°56'19" East, 29.72 feet; Course 36, thence North 16°06'27" East, 39.94 feet; Course 37, thence North 72°50'32" West, 53.92 feet; Course 38, thence North 13°45'11" East, 35.39 feet; Course 39, thence North 73°39'04" East, 46.76 feet; Course 40, thence South 48°14'27" East, 56.63 feet; Course 41, thence South 62°54'37" East, 60.74 feet; Course 42, thence North 82°34'21" East, 69.28 feet; Course 43, thence South 42°33'13" East, 62.46 feet; Course 44, thence North 84°40'50" East, 66.44 feet; Course 45, thence North 11°16'49" East, 57.07 feet; Course 46, thence North 09°59'01" East, 75.29 feet; Course 47, thence North 08°03'20" East, 61.18 feet; Course 48, thence South 81°39'47" East, 86.64 feet; Course 49, thence South 85°54'44" East, 51.63 feet; Course 50, thence North 02°12'11" East, 41.80 feet; Course 51, thence North 26°06'15" West, 32.51 feet; Course 52, thence North 24°46'40" West, 56.39 feet; Course 53, thence North 13°07'44" West, 44.38 feet; Course 54, thence North 59°04'18" West, 52.23 feet; Course 55, thence North 40°20'23" West, 57.10 feet; Course 56, thence North 14°36'39" West, 42.26 feet; Course 57, thence North 19°52'56" East, 39.91 feet; Course 58, thence North 45°25'16" West, 54.76 feet; Course 59, thence North 71°57'16" West, 51.30 feet; Course 60, thence South 01°48'23" West, 43.34 feet; Course 61, thence South 42°18'11" East, 56.04 feet; Course 62, thence South 36°08'27" West, 68.81 feet; Course 63, thence South 25°14'24" West, 59.38 feet; Course 64, thence South 05°06'56" West, 69.39 feet; Course 65, thence South 35°50'17" West, 30.71 feet; Course 66, thence South 85°04'13" West, 33.16 feet; Course 67, thence North 78°17'09" West, 69.51 feet; Course 68, thence South 76°54'19" West, 50.12 feet; Course 69, thence North 78°01'28" West, 36.71 feet; Course 70, thence South 41°44'07" West, 55.91 feet; Course 71, thence South 17°44'41" West,

E-Town Overall Parcel (continued)

38.19 feet; Course 72, thence South 57°17'36" West, 58.75 feet; Course 73, thence North 80°17'39" West, 50.60 feet; Course 74, thence North 75°57'31" West, 33.30 feet; Course 75, thence North 07°41'54" West, 90.90 feet; Course 76, thence North 29°03'41" West, 51.97 feet; Course 77, thence North 08°09'16" East, 60.88 feet; Course 78, thence North 38°52'42" East, 48.46 feet; Course 79, thence North 04°06'11" West, 57.55 feet; Course 80, thence North 48°06'29" West, 55.42 feet; Course 81, thence North 14°50'50" West, 56.43 feet; Course 82, thence North 67°21'23" West, 54.16 feet; Course 83, thence South 88°38'44" West, 49.62 feet; Course 84, thence South 50°00'38" West, 57.16 feet; Course 85, thence South 46°31'57" West, 62.01 feet; Course 86, thence South 39°25'04" East, 59.68 feet; Course 87, thence South 00°26'34" East, 52.95 feet; Course 88, thence South 68°09'16" West, 90.76 feet; Course 89, thence North 41°27'00" West, 50.99 feet; Course 90, thence North 44°57'44" West, 51.37 feet; Course 91, thence South 65°14'07" West, 63.44 feet; Course 92, thence South 51°47'07" West, 59.88 feet; Course 93, thence South 73°27'14" West, 68.75 feet; Course 94, thence North 72°15'25" West, 65.91 feet; Course 95, thence North 42°29'27" West, 63.28 feet; Course 96, thence North 35°00'24" West, 50.94 feet; Course 97, thence North 81°52'44" West, 73.42 feet; Course 98, thence North 00°24'25" West, 68.26 feet; Course 99, thence South 84°25'00" East, 84.95 feet; Course 100, thence North 23°19'42" East, 58.13 feet; Course 101, thence North 18°07'14" East, 49.93 feet; Course 102, thence North 16°44'01" East, 33.11 feet; Course 103, thence North 13°05'33" West, 42.42 feet; Course 104, thence North 12°02'36" West, 52.58 feet; Course 105, thence North 37°46'20" East, 47.85 feet; Course 106, thence North 60°24'13" East, 59.40 feet; Course 107, thence North 44°25'16" East, 53.99 feet; Course 108, thence North 36°12'31" East, 52.77 feet; Course 109, thence North 28°07'37" East, 63.38 feet; Course 110, thence North 59°53'26" East, 60.77 feet; Course 111, thence North 56°47'19" East, 34.93 feet to a point on the Westerly right of way line of R.G. Skinner Parkway Extension, a 110 foot right of way according to the plat thereof as recorded in Plat Book 65, page 118, of said current Public Records; thence Southeasterly along said Westerly right of way line the following 5 courses: Course 1, thence South 68°50'01" East, departing said boundary line, 483.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 975.00 feet; Course 2, thence Southeasterly along the arc of said curve, through a central angle of 40°54'44", an arc length of 696.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 48°22'39" East, 681.51 feet; Course 3, thence South 27°55'17" East, 64.52 feet to the point of curvature of a curve concave Westerly having a radius of 300.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 27°55'51", an arc length of 146.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 13°57'22" East, 144.80 feet; Course 5, thence South 00°00'34" West, 34.12 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 14863, page 466, of said current Public Records; thence along the boundary line of last said lands the following 3 courses: Course 1, thence North 89°59'26" West, departing said Westerly right of way line, 70.00 feet; Course 2, thence South 00°00'34" West, 65.00 feet; Course 3, thence South 89°59'26" East, 70.00 feet to the Southeast corner thereof, said corner

E-Town Overall Parcel (continued)

lying on said Westerly right of way line of R.G. Skinner Parkway Extension; thence South 00°00'34" West, along said Westerly right of way line, 107.34 feet to the Southerly terminus of said R.G. Skinner Parkway Extension; thence South 89°59'26" East, departing said Westerly right of way line and along said Southerly terminus, 110.00 feet to a point on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly lines of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North 06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 37.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°51'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'55" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25, thence North 24°18'10" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 88.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 68.30 feet; Course 46, thence North 45°14'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South

September 1, 2017
Davis 9A/9B
Page 6 of 6

W.O. No.17-160.01
File No. 124B-22.01C

E-Town Overall Parcel (continued)

87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to a point on the North line of said Section 33; thence North 88°37'28" East, departing said Southerly line and along said North line, 289.49 feet; thence South 07°44'34" East, departing said North line, 1305.77 feet; thence South 13°31'53" East, 2389.14 feet; thence South 04°33'08" West, 1865.63 feet; thence South 18°03'25" West, 1232.39 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 3784.88 feet; thence South 04°56'56" West, 1113.94 feet; thence South 16°19'17" West, 1412.42 feet to the Point of Beginning.

TOGETHER WITH:

October 27, 2017
Davis 9B Interchange
Page 1 of 3

Work Order No. 17-160.02
File No. 124B-22.02A

E9 Wetland Parcel

A portion of Section 32, Township 3 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14340, page 1809, of said current Public Records, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South 89°26'55" West, along the Northerly line of said Section 32, a distance of 3038.34 feet its intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width right of way as depicted on Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also lying on the Southwesterly right of way line of R.G. Skinner Parkway, a 110 foot right of way as presently established, and the Point of Beginning.

From said Point of Beginning, thence Southeasterly, departing said Northerly line of Section 32 and along said Southwesterly right of line of R.G. Skinner Parkway, the following 4 courses: Course 1, thence Southerly along the arc of a curve concave Easterly having a radius of 300.00 feet, through a central angle of 43°17'06", an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°56'27" East, 221.29 feet; Course 2, thence South 43°35'00" East, 446.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 600.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of 25°15'01", an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°12'31" East, 262.29 feet; Course 4, thence South 68°50'01" East, 263.07 feet; thence Southerly, along the boundary line of said Official Records Book 14340, page 1809, the following 111 courses: Course 1, thence South 56°47'19" West, departing said Southwesterly right of way line, 34.93 feet; Course 2, thence South 59°53'26" West, 60.77 feet; Course 3, thence South 28°07'37" West, 63.38 feet; Course 4, thence South 36°12'31" West, 52.77 feet; Course 5, thence South 44°25'16" West, 53.99 feet; Course 6, thence South 60°24'13" West, 59.40 feet; Course 7, thence South 37°46'20" West, 47.85 feet; Course 8, thence South 12°02'36" East, 52.58 feet; Course 9, thence South 13°05'33" East, 42.42 feet; Course 10, thence South 16°44'01" West, 33.11 feet; Course 11, thence South 18°07'14" West, 49.93 feet; Course 12, thence South 23°19'42" West, 58.13 feet; Course 13, thence North 84°25'00" West, 84.95 feet; Course 14, thence South 00°24'25" East, 68.26 feet; Course 15, thence South 81°52'44" East, 73.42 feet;

E9 Wetland Parcel (continued)

Course 16, thence South 35°00'24" East, 50.94 feet; Course 17, thence South 42°29'27" East, 63.28 feet; Course 18, thence South 72°15'25" East, 65.91 feet; Course 19, thence North 73°27'14" East, 68.75 feet; Course 20, thence North 51°47'07" East, 59.88 feet; Course 21, thence North 65°14'07" East, 63.44 feet; Course 22, thence South 44°57'44" East, 51.37 feet; Course 23, thence South 41°27'00" East, 50.99 feet; Course 24, thence North 68°09'16" East, 90.76 feet; Course 25, thence North 00°26'34" West, 52.95 feet; Course 26, thence North 39°25'04" West, 59.68 feet; Course 27, thence North 46°31'57" East, 62.01 feet; Course 28, thence North 50°00'38" East, 57.16 feet; Course 29, thence North 88°38'44" East, 49.62 feet; Course 30, thence South 67°21'23" East, 54.16 feet; Course 31, thence South 14°50'50" East, 56.43 feet; Course 32, thence South 48°06'29" East, 55.42 feet; Course 33, thence South 04°06'11" East, 57.55 feet; Course 34, thence South 38°52'42" West, 48.46 feet; Course 35, thence South 08°09'16" West, 60.88 feet; Course 36, thence South 29°03'41" East, 51.97 feet; Course 37, thence South 07°41'54" East, 90.90 feet; Course 38, thence South 75°57'31" East, 33.30 feet; Course 39, thence South 80°17'39" East, 50.60 feet; Course 40, thence North 57°17'36" East, 58.75 feet; Course 41, thence North 17°44'41" East, 38.19 feet; Course 42, thence North 41°44'07" East, 55.91 feet; Course 43, thence South 78°01'28" East, 36.71 feet; Course 44, thence North 76°54'19" East, 50.12 feet; Course 45, thence South 78°17'09" East, 69.51 feet; Course 46, thence North 85°04'13" East, 33.16 feet; Course 47, thence North 35°50'17" East, 30.71 feet; Course 48, thence North 05°06'56" East, 69.39 feet; Course 49, thence North 25°14'24" East, 59.38 feet; Course 50, thence North 36°08'27" East, 68.81 feet; Course 51, thence North 42°18'11" West, 56.04 feet; Course 52, thence North 01°48'23" East, 43.34 feet; Course 53, thence South 71°57'16" East, 51.30 feet; Course 54, thence South 45°25'16" East, 54.76 feet; Course 55, thence South 19°52'56" West, 39.91 feet; Course 56, thence South 14°36'39" East, 42.26 feet; Course 57, thence South 40°20'23" East, 57.10 feet; Course 58, thence South 59°04'18" East, 52.23 feet; Course 59, thence South 13°07'44" East, 44.38 feet; Course 60, thence South 24°46'40" East, 56.39 feet; Course 61, thence South 26°06'15" East, 32.51 feet; Course 62, thence South 02°12'11" West, 41.80 feet; Course 63, thence North 85°54'44" West, 51.63 feet; Course 64, thence North 81°39'47" West, 86.64 feet; Course 65, thence South 08°03'20" West, 61.18 feet; Course 66, thence South 09°59'01" West, 75.29 feet; Course 67, thence South 11°16'49" West, 57.07 feet; Course 68, thence South 84°40'50" West, 66.44 feet; Course 69, thence North 42°33'13" West, 62.46 feet; Course 70, thence South 82°34'21" West, 69.28 feet; Course 71, thence North 62°54'37" West, 60.74 feet; Course 72, thence North 48°14'27" West, 56.63 feet; Course 73, thence South 73°39'04" West, 46.76 feet; Course 74, thence South 13°45'11" West, 35.39 feet; Course 75, thence South 72°50'32" East, 53.92 feet; Course 76, thence South 16°06'27" West, 39.94 feet; Course 77, thence South 82°56'19" West, 29.72 feet; Course 78, thence South 10°52'36" West, 60.69 feet; Course 79, thence South 22°07'41" West, 59.05 feet; Course 80, thence South 34°56'34" West, 54.72 feet; Course 81, thence North 89°59'26" West, 294.87 feet; Course 82, thence North 55°17'48" West, 39.15 feet; Course 83, thence North 05°38'03" West, 63.89 feet; Course 84, thence North 35°54'27" East, 39.94 feet; Course 85, thence South 89°48'18" East, 35.19 feet; Course 86, thence North 17°56'14" East, 59.51 feet;

E9 Wetland Parcel (continued)

Course 87, thence North 16°30'35" West, 62.48 feet; Course 88, thence North 80°10'42" West, 68.96 feet; Course 89, thence South 47°16'37" West, 59.12 feet; Course 90, thence South 16°01'47" West, 59.50 feet; Course 91, thence South 80°31'18" West, 63.06 feet; Course 92, thence South 73°03'34" West, 72.99 feet; Course 93, thence North 85°54'54" West, 65.61 feet; Course 94, thence North 85°03'59" West, 47.28 feet; Course 95, thence North 19°43'54" West, 70.06 feet; Course 96, thence North 06°43'08" East, 65.84 feet; Course 97, thence North 26°13'12" East, 65.57 feet; Course 98, thence North 05°56'18" West, 68.71 feet; Course 99, thence North 39°28'45" West, 74.97 feet; Course 100, thence North 39°08'47" West, 58.60 feet; Course 101, thence North 78°23'48" West, 52.05 feet; Course 102, thence South 76°43'46" West, 45.45 feet; Course 103, thence South 68°48'58" West, 59.12 feet; Course 104, thence South 16°34'34" West, 50.24 feet; Course 105, thence South 07°59'28" West, 82.84 feet; Course 106, thence South 06°49'09" West, 66.87 feet; Course 107, thence South 05°05'57" East, 76.05 feet; Course 108, thence South 02°14'31" West, 76.89 feet; Course 109, thence South 20°45'13" East, 89.37 feet; Course 110, thence South 21°15'25" East, 36.30 feet; Course 111, thence North 89°59'26" West, 432.74 feet to a point lying on said Easterly limited access right of way line of State Road No. 9A; thence North 00°17'54" West, departing said Northerly line and along said Easterly limited access right of way line, 1946.37 feet to the Point of Beginning.

LESS AND EXCEPT THE LAND DESCRIBED IN THE SPECIAL WARRANTY DEED FROM EASTLAND TIMBER, LLC TO E-TOWN DEVELOPMENT, INC. RECORDED IN OFFICIAL RECORDS BOOK 18197, 1332 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Katie S Buchanan, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that E-Town Development, Inc. ("Petitioner") intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190, *Florida Statutes*.

As the owner of lands which are intended to constitute the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petition, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

Executed this 19 day of December, 2017.

Witnessed:

E-TOWN DEVELOPMENT, INC.,
a Florida corporation

Brooke V. Chader
Print Name: Brooke V. Chader

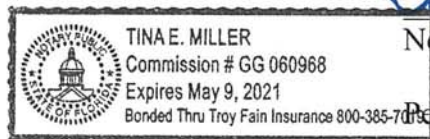
Richard T. Ray
By: Richard T. Ray
Its: President

Carling Portak
Print Name: Carling Portak

STATE OF FLORIDA
COUNTY OF Duval

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Richard T. Ray, an authorized agent of E-Town Development, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 18 day of December, 2017.



Tina E. Miller
Notary Public

Personally known: ☒
Produced Identification: _____
Type of Identification: _____

THIS DOCUMENT PREPARED
BY AND RETURN TO:
NICHOLAS A. DYAL
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 22nd day of November, 2017, by **EASTLAND TIMBER, LLC**, a Florida limited liability company ("Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **E-TOWN DEVELOPMENT, INC.**, a Florida corporation ("Grantee"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, 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 Duval, 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 all matters of record (but this Special Warranty Deed shall not reimpose the same) (the "Permitted Exceptions").

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.

[This space intentionally left blank.]

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

EASTLAND TIMBER, LLC,
a Florida limited liability company

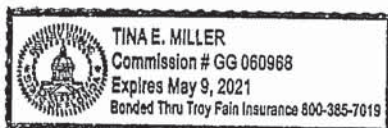
Jill Whalen
Print Name: Jill Whalen

By: Harry D. Francis
Harry D. Francis, Vice President

Elizabeth Barbair
Print Name: Elizabeth Barbair

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 22nd day of November, 2017, by Jed V. Davis, the Vice President of **EASTLAND TIMBER, LLC**, a Florida limited liability company, on behalf of the company.



Tina E Miller
(Print Name Tina E Miller)
NOTARY PUBLIC
State of Florida at Large
Commission # GG 060968
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"**PROPERTY**

Revised November 6, 2017
 October 5, 2017
 Davis 9A/9B
 Page 1 of 3

Work Order No. 17-191.00
 File No. 124B-36.00A

R.G. Skinner Parkway Parcel

A portion of Sections 4, 5, 8, 9 and 17, Township 4 South, Range 28 East, together with a portion of Sections 32 and 33, Township 3 South, Range 28 East, all lying in Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14860, page 1256, and Official Records Book 8000, page 908, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 8, Township 4 South, Range 28 East; thence North 00°34'30" West, along the Easterly line of said Section 8, a distance of 2601.25 feet; thence South 89°37'47" West, departing said Easterly line, 895.29 feet to the Point of Beginning.

From said Point of Beginning, thence South 89°37'47" West, 85.36 feet; thence South 44°37'47" West, 162.13 feet; thence South 00°22'13" East, 158.34 feet to the point of curvature of a curve concave Northwesterly having a radius of 1125.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 61°00'12", an arc length of 1197.80 feet to a point on said curve, said point lying on the Easterly line of those lands described and recorded in Official Records Book 16589, page 2005, of said current Public Records, said arc being subtended by a chord bearing and distance of South 30°07'53" West, 1142.02 feet; thence North 29°22'01" West, along said Easterly line and its Northerly prolongation, 295.00 feet to a point on a curve concave Northwesterly having a radius of 830.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 19°08'22", an arc length of 277.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 51°03'49" East, 275.97 feet; thence North 49°11'47" West, 24.20 feet; thence North 36°47'36" East, 133.32 feet; thence South 53°13'54" East, 24.23 feet to a point on a curve concave Westerly having a radius of 830.00 feet; thence Northerly along the arc of said curve, through a central angle of 32°31'59", an arc length of 471.28 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15°53'47" East, 464.98 feet; thence North 00°25'25" West, 232.85 feet; thence North 45°22'13" West, 56.76 feet; thence South 89°37'47" West, 67.14 feet; thence North 00°22'13" West, 200.00 feet; thence North 89°37'47" East, 42.14 feet; thence North 44°37'47" East, 191.42 feet; thence North 00°22'13" West, 541.05 feet to the point of curvature of a curve concave Easterly having a radius of 5100.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°53'48", an arc length of 1414.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°34'41" East, 1410.46 feet; thence North 15°31'35" East, 408.00 feet to the point of curvature of a curve concave

Revised November 6, 2017

October 3, 2017

Davis 9A/9B

Page 2 of 3

Work Order No. 17-191.00

File No. 124B-36.00A

R.G. Skinner Parkway Parcel (continued)

Southeasterly having a radius of 1600.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $28^{\circ}48'08''$, an arc length of 804.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ}55'39''$ East, 795.87 feet; thence North $44^{\circ}19'44''$ East, 334.83 feet to the point of curvature of a curve concave Northwesterly having a radius of 950.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $37^{\circ}41'18''$, an arc length of 624.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $25^{\circ}29'05''$ East, 613.69 feet; thence North $56^{\circ}15'54''$ West, 214.78 feet; thence North $07^{\circ}59'31''$ West, 293.89 feet; thence North $62^{\circ}15'15''$ East, 206.61 feet; thence North $07^{\circ}17'25''$ West, 241.75 feet to the point of curvature of a curve concave Easterly having a radius of 4100.00 feet; thence Northerly along the arc of said curve, through a central angle of $11^{\circ}21'21''$, an arc length of 812.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $01^{\circ}36'44''$ West, 811.29 feet; thence North $04^{\circ}03'57''$ East, 339.41 feet to the point of curvature of a curve concave Westerly having a radius of 1150.00 feet; thence Northerly along the arc of said curve, through a central angle of $24^{\circ}32'38''$, an arc length of 492.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $08^{\circ}12'22''$ West, 488.87 feet; thence North $20^{\circ}28'41''$ West, 1154.66 feet; thence North $62^{\circ}19'58''$ West, 155.14 feet; thence North $20^{\circ}28'41''$ West, 210.00 feet; thence North $21^{\circ}25'08''$ East, 154.24 feet to a point on a curve concave Southwesterly having a radius of 2900.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $08^{\circ}20'56''$, an arc length of 422.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $25^{\circ}44'11''$ West, 422.21 feet; thence North $29^{\circ}54'40''$ West, 979.88 feet to the point of curvature of a curve concave Easterly having a radius of 1600.00 feet; thence Northerly along the arc of said curve, through a central angle of $45^{\circ}38'34''$, an arc length of 1274.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}05'23''$ West, 1241.15 feet; thence North $15^{\circ}43'54''$ East, 505.03 feet to the point of curvature of a curve concave Westerly having a radius of 1900.00 feet; thence Northerly along the arc of said curve, through a central angle of $15^{\circ}43'54''$, an arc length of 521.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}51'57''$ East, 520.05 feet; thence Due North, 64.78 feet to a point lying on the Westerly prolongation of the Southerly terminus of R.G. Skinner Parkway, a 110 foot right of way as presently established; thence South $89^{\circ}59'26''$ East, along said Westerly prolongation and along said Southerly terminus, 154.77 feet to the Easterly corner thereof, said corner lying on the Westerly line of those lands described and recorded as AAA School East Parcel in Official Records Book 14340, page 1809, of said current Public Records; thence South $00^{\circ}00'34''$ West, along said Westerly line, 145.55 feet to the Southwesterly corner thereof; thence South $89^{\circ}59'26''$ East, along the Southerly line of last said lands, 25.00 feet; thence South $00^{\circ}00'34''$ West, departing said Southerly line, 25.96 feet to the point of curvature of a curve concave Westerly having a radius of 1850.00 feet; thence Southerly along the arc of said curve, through a central angle of $15^{\circ}43'21''$, an arc length of 507.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $07^{\circ}52'14''$ West, 506.06 feet; thence South $15^{\circ}43'54''$ West, 464.86 feet to the point of

Revised November 6, 2017
 October 5, 2017
 Davis 9A/9B
 Page 3 of 3

Work Order No. 17-191.00
 File No. 124B-36.00A

R.G. Skinner Parkway Parcel (continued)

curvature of a curve concave Easterly having a radius of 1400.00 feet; thence Southerly along the arc of said curve, through a central angle of $45^{\circ}38'33''$, an arc length of 1115.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $07^{\circ}05'23''$ East, 1086.01 feet; thence South $29^{\circ}54'40''$ East, 979.88 feet to the point of curvature of a curve concave Southwesterly having a radius of 3100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $09^{\circ}24'01''$, an arc length of 508.60 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $25^{\circ}12'39''$ East, 508.03 feet; thence South $50^{\circ}28'41''$ East, 147.03 feet; thence South $20^{\circ}28'41''$ East, 78.76 feet; thence South $09^{\circ}31'19''$ West, 147.03 feet; thence South $20^{\circ}28'41''$ East, 898.91 feet; thence North $89^{\circ}07'19''$ East, 378.77 feet; thence South $27^{\circ}01'00''$ East, 729.95 feet; thence South $17^{\circ}26'09''$ East, 386.82 feet; thence South $02^{\circ}32'30''$ West, 1336.20 feet; thence South $23^{\circ}09'08''$ West, 594.56 feet; thence North $80^{\circ}51'50''$ West, 294.70 feet to a point on a curve concave Northwesterly having a radius of 1150.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $33^{\circ}22'39''$, an arc length of 669.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}38'24''$ West, 660.50 feet; thence South $44^{\circ}19'44''$ West, 334.83 feet to the point of curvature of a curve concave Southeasterly having a radius of 1400.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $28^{\circ}48'08''$, an arc length of 703.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $29^{\circ}55'39''$ West, 696.39 feet; thence South $15^{\circ}31'35''$ West, 408.00 feet to the point of curvature of a curve concave Easterly having a radius of 4900.00 feet; thence Southerly along the arc of said curve, through a central angle of $15^{\circ}53'48''$, an arc length of 1359.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $07^{\circ}34'41''$ West, 1355.15 feet; thence South $00^{\circ}22'13''$ East, 541.05 feet; thence South $45^{\circ}22'13''$ East, 191.42 feet; thence North $89^{\circ}37'47''$ East, 89.64 feet; thence South $00^{\circ}22'13''$ East, 200.00 feet to the Point of Beginning.

SECRETARY'S CERTIFICATE

The undersigned, Judy Morgan, Secretary of E-Town Development, Inc., a Florida corporation (the "Company") hereby certifies that Richard T. Ray has been duly appointed to the office of President of the Company and currently holds such office and in such capacity has the authority and is hereby authorized and directed to execute and deliver any and all documents on behalf of the Company, in the form and content acceptable to Richard T. Ray, in connection with the establishment of a community development district with jurisdiction over the property described on **Exhibit "A"** attached hereto, including, without limitation, a Consent and Joinder to Establishment of a Community Development District and any Authorization of Agent.

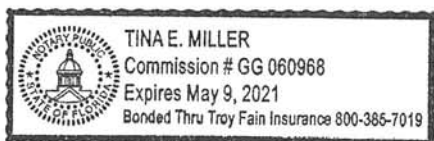
IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 20 day of December, 2017.

E-TOWN DEVELOPMENT, INC.,
a Florida corporation

By: Judy Morgan
Judy Morgan, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 20 day of December, 2017, by Judy Morgan, as Secretary of **E-TOWN DEVELOPMENT, INC.**, a Florida corporation, for the corporation.



Tina E Miller
Name Printed: Tina E Miller
Notary Public
State of Florida at Large
Commission No.: _____
My Commission Expires: _____
Personally Known ✓ or
Produced _____ Identification
(check one of the above)
Type of Identification produced _____

EXHIBIT "A"

PROPERTY

Revised November 6, 2017
October 5, 2017
Davis 9A/9B
Page 1 of 3

Work Order No. 17-191.00
File No. 124B-36.00A

R.G. Skinner Parkway Parcel

A portion of Sections 4, 5, 8, 9 and 17, Township 4 South, Range 28 East, together with a portion of Sections 32 and 33, Township 3 South, Range 28 East, all lying in Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14860, page 1256, and Official Records Book 8000, page 908, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 8, Township 4 South, Range 28 East; thence North 00°34'30" West, along the Easterly line of said Section 8, a distance of 2601.25 feet; thence South 89°37'47" West, departing said Easterly line, 895.29 feet to the Point of Beginning.

From said Point of Beginning, thence South 89°37'47" West, 85.36 feet; thence South 44°37'47" West, 162.13 feet; thence South 00°22'13" East, 158.34 feet to the point of curvature of a curve concave Northwesterly having a radius of 1125.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 61°00'12", an arc length of 1197.80 feet to a point on said curve, said point lying on the Easterly line of those lands described and recorded in Official Records Book 16589, page 2005, of said current Public Records, said arc being subtended by a chord bearing and distance of South 30°07'53" West, 1142.02 feet; thence North 29°22'01" West, along said Easterly line and its Northerly prolongation, 295.00 feet to a point on a curve concave Northwesterly having a radius of 830.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 19°08'22", an arc length of 277.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 51°03'49" East, 275.97 feet; thence North 49°11'47" West, 24.20 feet; thence North 36°47'36" East, 133.32 feet; thence South 53°13'54" East, 24.23 feet to a point on a curve concave Westerly having a radius of 830.00 feet; thence Northerly along the arc of said curve, through a central angle of 32°31'59", an arc length of 471.28 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15°53'47" East, 464.98 feet; thence North 00°25'25" West, 232.85 feet; thence North 45°22'13" West, 56.76 feet; thence South 89°37'47" West, 67.14 feet; thence North 00°22'13" West, 200.00 feet; thence North 89°37'47" East, 42.14 feet; thence North 44°37'47" East, 191.42 feet; thence North 00°22'13" West, 541.05 feet to the point of curvature of a curve concave Easterly having a radius of 5100.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°53'48", an arc length of 1414.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°34'41" East, 1410.46 feet; thence North 15°31'35" East, 408.00 feet to the point of curvature of a curve concave

R.G. Skinner Parkway Parcel (continued)

Southeasterly having a radius of 1600.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 28°48'08", an arc length of 804.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29°55'39" East, 795.87 feet; thence North 44°19'44" East, 334.83 feet to the point of curvature of a curve concave Northwesterly having a radius of 950.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 37°41'18", an arc length of 624.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 25°29'05" East, 613.69 feet; thence North 56°15'54" West, 214.78 feet; thence North 07°59'31" West, 293.89 feet; thence North 62°15'15" East, 206.61 feet; thence North 07°17'25" West, 241.75 feet to the point of curvature of a curve concave Easterly having a radius of 4100.00 feet; thence Northerly along the arc of said curve, through a central angle of 11°21'21", an arc length of 812.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°36'44" West, 811.29 feet; thence North 04°03'57" East, 339.41 feet to the point of curvature of a curve concave Westerly having a radius of 1150.00 feet; thence Northerly along the arc of said curve, through a central angle of 24°32'38", an arc length of 492.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 08°12'22" West, 488.87 feet; thence North 20°28'41" West, 1154.66 feet; thence North 62°19'58" West, 155.14 feet; thence North 20°28'41" West, 210.00 feet; thence North 21°25'08" East, 154.24 feet to a point on a curve concave Southwesterly having a radius of 2900.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 08°20'56", an arc length of 422.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 25°44'11" West, 422.21 feet; thence North 29°54'40" West, 979.88 feet to the point of curvature of a curve concave Easterly having a radius of 1600.00 feet; thence Northerly along the arc of said curve, through a central angle of 45°38'34", an arc length of 1274.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°05'23" West, 1241.15 feet; thence North 15°43'54" East, 505.03 feet to the point of curvature of a curve concave Westerly having a radius of 1900.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°43'54", an arc length of 521.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°51'57" East, 520.05 feet; thence Due North, 64.78 feet to a point lying on the Westerly prolongation of the Southerly terminus of R.G. Skinner Parkway, a 110 foot right of way as presently established; thence South 89°59'26" East, along said Westerly prolongation and along said Southerly terminus, 154.77 feet to the Easterly corner thereof, said corner lying on the Westerly line of those lands described and recorded as AAA School East Parcel in Official Records Book 14340, page 1809, of said current Public Records; thence South 00°00'34" West, along said Westerly line, 145.55 feet to the Southwesterly corner thereof; thence South 89°59'26" East, along the Southerly line of last said lands, 25.00 feet; thence South 00°00'34" West, departing said Southerly line, 25.96 feet to the point of curvature of a curve concave Westerly having a radius of 1850.00 feet; thence Southerly along the arc of said curve, through a central angle of 15°43'21", an arc length of 507.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°52'14" West, 506.06 feet; thence South 15°43'54" West, 464.86 feet to the point of

R.G. Skinner Parkway Parcel (continued)

curvature of a curve concave Easterly having a radius of 1400.00 feet; thence Southerly along the arc of said curve, through a central angle of $45^{\circ}38'33''$, an arc length of 1115.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $07^{\circ}05'23''$ East, 1086.01 feet; thence South $29^{\circ}54'40''$ East, 979.88 feet to the point of curvature of a curve concave Southwesterly having a radius of 3100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $09^{\circ}24'01''$, an arc length of 508.60 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $25^{\circ}12'39''$ East, 508.03 feet; thence South $50^{\circ}28'41''$ East, 147.03 feet; thence South $20^{\circ}28'41''$ East, 78.76 feet; thence South $09^{\circ}31'19''$ West, 147.03 feet; thence South $20^{\circ}28'41''$ East, 898.91 feet; thence North $89^{\circ}07'19''$ East, 378.77 feet; thence South $27^{\circ}01'00''$ East, 729.95 feet; thence South $17^{\circ}26'09''$ East, 386.82 feet; thence South $02^{\circ}32'30''$ West, 1336.20 feet; thence South $23^{\circ}09'08''$ West, 594.56 feet; thence North $80^{\circ}51'50''$ West, 294.70 feet to a point on a curve concave Northwesterly having a radius of 1150.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $33^{\circ}22'39''$, an arc length of 669.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}38'24''$ West, 660.50 feet; thence South $44^{\circ}19'44''$ West, 334.83 feet to the point of curvature of a curve concave Southeasterly having a radius of 1400.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $28^{\circ}48'08''$, an arc length of 703.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $29^{\circ}55'39''$ West, 696.39 feet; thence South $15^{\circ}31'35''$ West, 408.00 feet to the point of curvature of a curve concave Easterly having a radius of 4900.00 feet; thence Southerly along the arc of said curve, through a central angle of $15^{\circ}53'48''$, an arc length of 1359.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $07^{\circ}34'41''$ West, 1355.15 feet; thence South $00^{\circ}22'13''$ East, 541.05 feet; thence South $45^{\circ}22'13''$ East, 191.42 feet; thence North $89^{\circ}37'47''$ East, 89.64 feet; thence South $00^{\circ}22'13''$ East, 200.00 feet to the Point of Beginning.

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

Doc # 2018025416, OR BK 18270 Page 510,
Number Pages: 3
Recorded 02/01/2018 11:32 AM,
RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$27.00

**CONSENT OF LANDOWNER
TO THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described on **Exhibit "A"** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that E-Town Development, Inc., a Florida corporation ("**Petitioner**"), intends to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary to evidence this consent during the process for the establishment of the Community Development District. The undersigned further agrees and covenants not to undertake or engage in any activity that would undermine or interfere with the establishment of the Community Development District.

The undersigned hereby represents that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the officer executing this instrument.

THE DECLARATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN **EXHIBIT "A"** HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DOCUMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS DOCUMENT OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 31st day of January, 2018.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Sam R. [Signature]

[Signature]
Print Name: Nicole Ballant

DRP CND-ICI, LLC,
a Delaware limited liability company

By: DM Weekley, Inc., a Delaware corporation,
its authorized representative

By: [Signature]
Name: John Burchfield
Title: General Counsel

STATE OF FL)
COUNTY OF Deary)SS

The foregoing instrument was acknowledged before me this 30 day of January, 2018,
by John Burchfield, the General Counsel of DM
Weekley, Inc., a Delaware corporation, as the authorized representative of **DRP CND-ICI,**
LLC, a Delaware limited liability company, on behalf of the company.

Kathleen A. Brown
(Print Name _____)
NOTARY PUBLIC
Commission # _____
My Commission Expires: _____
Personally Known ☒
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



KATHLEEN A. BROWN
MY COMMISSION # FF 957774
EXPIRES: April 14, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A"

PROPERTY

PARCEL E2

A PORTION SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14860, PAGE 1256, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 4 SOUTH, RANGE 28 EAST; THENCE NORTH $00^{\circ}34'30''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 8, A DISTANCE OF 1284.21 FEET; THENCE NORTH $16^{\circ}19'17''$ EAST, DEPARTING SAID EASTERLY LINE, 1412.42 FEET; THENCE NORTH $04^{\circ}56'56''$ EAST, 747.73 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH $89^{\circ}37'47''$ WEST, 1599.97 FEET; THENCE NORTH $00^{\circ}22'07''$ WEST, 83.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4900.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}02'39''$, AN ARC LENGTH OF 1372.13 FEET TO A POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $07^{\circ}30'15''$ EAST, 1367.65 FEET; THENCE NORTH $15^{\circ}31'35''$ EAST, 408.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}48'08''$, 703.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $29^{\circ}55'39''$ EAST, 696.39 FEET; THENCE NORTH $44^{\circ}19'44''$ EAST, 334.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}22'39''$, AN ARC LENGTH OF 669.93 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $27^{\circ}38'24''$ EAST, 660.50 FEET; THENCE SOUTH $80^{\circ}51'50''$ EAST, 479.87 FEET; THENCE SOUTH $06^{\circ}16'27''$ WEST, 53.88 FEET; THENCE SOUTH $25^{\circ}50'42''$ EAST, 1285.42 FEET; THENCE SOUTH $19^{\circ}40'49''$ WEST, 1698.02 FEET; THENCE SOUTH $04^{\circ}56'56''$ WEST, 366.20 FEET TO THE POINT OF BEGINNING.

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

Doc # 2018025409, OR BK 18270 Page 459,
Number Pages: 4
Recorded 02/01/2018 11:32 AM,
RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$35.50
DEED DOC ST \$42049.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 31st day of January, 2018, by **EASTLAND TIMBER, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **DRP CND-ICI, LLC**, a Delaware limited liability company ("**Grantee**"), whose address is c/o DW Partners, 590 Madison Avenue, 13th Floor, New York, New York, 10022.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee and its successors and assigns, all of the real property in Duval 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 (collectively, the "**Permitted Exceptions**").

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.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

EASTLAND TIMBER, LLC,
a Florida limited liability company

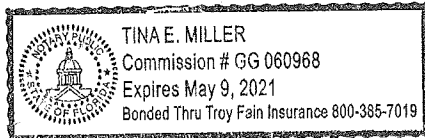
Jill Whalen
(Print Name Jill Whalen)

Brooke Chepp
(Print Name Brooke Chepp)

By: *Jed Davis*
Name: Jed Davis
Its: Vice President

STATE OF FLORIDA)
COUNTY OF DUVAL)SS
)

The foregoing instrument was acknowledged before me this 30 day of January, 2018, by Jed V. David, the Vice President of **EASTLAND TIMBER, LLC**, a Florida limited liability company, on behalf of the company.



Tina E Miller
(Print Name Tina E Miller)

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"

PROPERTY

PARCEL E2

A PORTION SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14860, PAGE 1256, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 4 SOUTH, RANGE 28 EAST; THENCE NORTH $00^{\circ}34'30''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 8, A DISTANCE OF 1284.21 FEET; THENCE NORTH $16^{\circ}19'17''$ EAST, DEPARTING SAID EASTERLY LINE, 1412.42 FEET; THENCE NORTH $04^{\circ}56'56''$ EAST, 747.73 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH $89^{\circ}37'47''$ WEST, 1599.97 FEET; THENCE NORTH $00^{\circ}22'07''$ WEST, 83.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4900.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $16^{\circ}02'39''$, AN ARC LENGTH OF 1372.13 FEET TO A POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $07^{\circ}30'15''$ EAST, 1367.65 FEET; THENCE NORTH $15^{\circ}31'35''$ EAST, 408.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}48'08''$, 703.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $29^{\circ}55'39''$ EAST, 696.39 FEET; THENCE NORTH $44^{\circ}19'44''$ EAST, 334.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $33^{\circ}22'39''$, AN ARC LENGTH OF 669.93 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $27^{\circ}38'24''$ EAST, 660.50 FEET; THENCE SOUTH $80^{\circ}51'50''$ EAST, 479.87 FEET; THENCE SOUTH $06^{\circ}16'27''$ WEST, 53.88 FEET; THENCE SOUTH $25^{\circ}50'42''$ EAST, 1285.42 FEET; THENCE SOUTH $19^{\circ}40'49''$ WEST, 1698.02 FEET; THENCE SOUTH $04^{\circ}56'56''$ WEST, 366.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

All recording references below refer to the public records of Duval County, Florida.

1. Easement(s) for rights of ingress, egress, light, air and view as set out in Special Warranty Deed recorded May 5, 1997 in Official Records Book 8610, page 1088.
2. Easement(s) for rights of ingress, egress, light, air and view as set out in Special Warranty Deed recorded May 5, 1997 in Official Records Book 8610, page 1093.
3. Terms and conditions of Memorandum of Mobility Fee Contract recorded January 30, 2015 in Official Records Book 17050, page 879.
4. Terms and conditions of Developer Utility Service and JEA Cost Participation Agreement recorded July 15, 2015 in Official Records Book 17235, page 199.
5. Roadway Drainage Easement in favor of E-Town Development, Inc. recorded December 5, 2017 in Official Records Book 18206, page 2487.
6. Deed of Conservation Easement in favor of the St. Johns River Water Management District recorded on or about the date hereof.
7. Any matters as would be shown by an accurate survey and inspection of the Property.
8. All taxes and assessments not yet due and payable.

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

Doc # 2018047877, OR BK 18298 Page 602,
Number Pages: 3
Recorded 02/28/2018 03:59 PM,
RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$27.00

**CONSENT OF LANDOWNER
TO THE ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described on **Exhibit "A"** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that E-Town Development, Inc., a Florida corporation ("**Petitioner**"), intends to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary to evidence this consent during the process for the establishment of the Community Development District. The undersigned further agrees and covenants not to undertake or engage in any activity that would undermine or interfere with the establishment of the Community Development District.

The undersigned hereby represents that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent by the officer executing this instrument.

THE DECLARATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN **EXHIBIT "A"** HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DOCUMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS DOCUMENT OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

[This Space Intentionally Left Blank]

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Melissa Lieberman

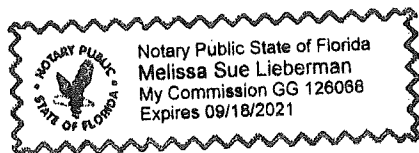
[Signature]
Print Name: Cassy Ursino

TOLL SOUTHEAST LP COMPANY, INC.,
a Delaware corporation

By: [Signature]
Steven Merten
Division President

STATE OF FL)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 26 day of February, 2018,
by Steven Merten, the Division President of **TOLL SOUTHEAST LP COMPANY, INC.,** a
Delaware corporation, on behalf of the corporation.



[Signature]
(Print Name Melissa Lieberman)
NOTARY PUBLIC
State of FL at Large
Commission # GG126068
My Commission Expires: 9/18/21
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"

PROPERTY

A portion of Sections 4, 5 and 9, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 9494, page 912, and Official Records Book 14860, page 1256, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 33, Township 3 South, Range 28 East, Duval County, Florida; thence South 00°41'54" East along the Westerly line of said Section 33, a distance of 5273.53 feet to the Southwest corner thereof and the Point of Beginning.

From said Point of Beginning, thence North 88°39'38" East along the Southerly line of said Section 33, a distance of 493.66 feet; thence South 01°41'02" East, departing said Southerly line, 127.22 feet; thence North 88°19'24" East, 514.15 feet; thence South 31°39'38" East, 1451.18 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 2086.86 feet; thence North 25°50'42" West, 1285.42 feet; thence North 06°16'27" East, 53.88 feet; thence North 80°51'50" West, 185.17 feet; thence North 23°09'08" East, 594.56 feet; thence North 02°32'30" East, 1336.20 feet; thence North 17°26'09" West, 386.82 feet; thence North 27°01'00" West, 729.95 feet; thence South 89°07'19" West, 378.77 feet; thence North 20°28'41" West, 898.91 feet; thence North 09°31'19" East, 147.03 feet; thence North 20°28'41" West, 78.76 feet; thence North 50°28'41" West, 13.39 feet; thence North 66°22'10" East, 372.30 feet to the Point of Beginning.

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

Doc # 2018047871, OR BK 18298 Page 564,
Number Pages: 4
Recorded 02/28/2018 03:59 PM,
RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$35.50
DEED DOC ST \$34223.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 28th day of February, 2018, by **EASTLAND TIMBER, LLC**, a Florida limited liability company (“**Grantor**”), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and **TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation (“**Grantee**”), whose address is 250 Gibraltar Road, Horsham, Pennsylvania 19044.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee and its successors and assigns, all of the real property in Duval 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**”) but this provision shall not operate to reimpose the same.

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.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

EASTLAND TIMBER, LLC,
a Florida limited liability company

Brooke Ayres
(Print Name Brooke Ayres)

By: Jed V. Davis
Jed V. Davis
Vice President

Jill Whalen
(Print Name Jill Whalen)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 27th day of February, 2018, by Jed V. Davis, the Vice President of **EASTLAND TIMBER, LLC**, a Florida limited liability company, on behalf of the company.



Tina E. Miller
(Print Name Tina E. Miller)
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"
TO SPECIAL WARRANTY DEED
PROPERTY

A portion of Sections 4, 5 and 9, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 9494, page 912, and Official Records Book 14860, page 1256, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 33, Township 3 South, Range 28 East, Duval County, Florida; thence South 00°41'54" East along the Westerly line of said Section 33, a distance of 5273.53 feet to the Southwest corner thereof and the Point of Beginning.

From said Point of Beginning, thence North 88°39'38" East along the Southerly line of said Section 33, a distance of 493.66 feet; thence South 01°41'02" East, departing said Southerly line, 127.22 feet; thence North 88°19'24" East, 514.15 feet; thence South 31°39'38" East, 1451.18 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 2086.86 feet; thence North 25°50'42" West, 1285.42 feet; thence North 06°16'27" East, 53.88 feet; thence North 80°51'50" West, 185.17 feet; thence North 23°09'08" East, 594.56 feet; thence North 02°32'30" East, 1336.20 feet; thence North 17°26'09" West, 386.82 feet; thence North 27°01'00" West, 729.95 feet; thence South 89°07'19" West, 378.77 feet; thence North 20°28'41" West, 898.91 feet; thence North 09°31'19" East, 147.03 feet; thence North 20°28'41" West, 78.76 feet; thence North 50°28'41" West, 13.39 feet; thence North 66°22'10" East, 372.30 feet to the Point of Beginning.

EXHIBIT "B"

TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Easements set out in Special Warranty Deed recorded May 5, 1997 in Official Records Book 8610, page 1088 of the public records of Duval County, Florida.
2. Easements set out in Special Warranty Deed recorded May 5, 1997 in Official Records Book 8610, page 1093 of the public records of Duval County, Florida.
3. Terms and conditions of Memorandum of Mobility Fee Contract recorded January 30, 2015 in Official Records Book 17050, page 879 of the public records of Duval County, Florida.
4. Terms and conditions of Developer Utility Service and JEA Cost Participation Agreement recorded July 15, 2015 in Official Records Book 17235, page 199 of the public records of Duval County, Florida.
5. Roadway Drainage Easement in favor of E-Town Development, Inc. recorded December 5, 2017 in Official Records Book 18206, page 2477 of the public records of Duval County, Florida.

4

Cypress Bluff Community Development District

EXHIBIT 4

EXISTING/FUTURE LAND USE

NOVEMBER 2, 2017

LEGEND



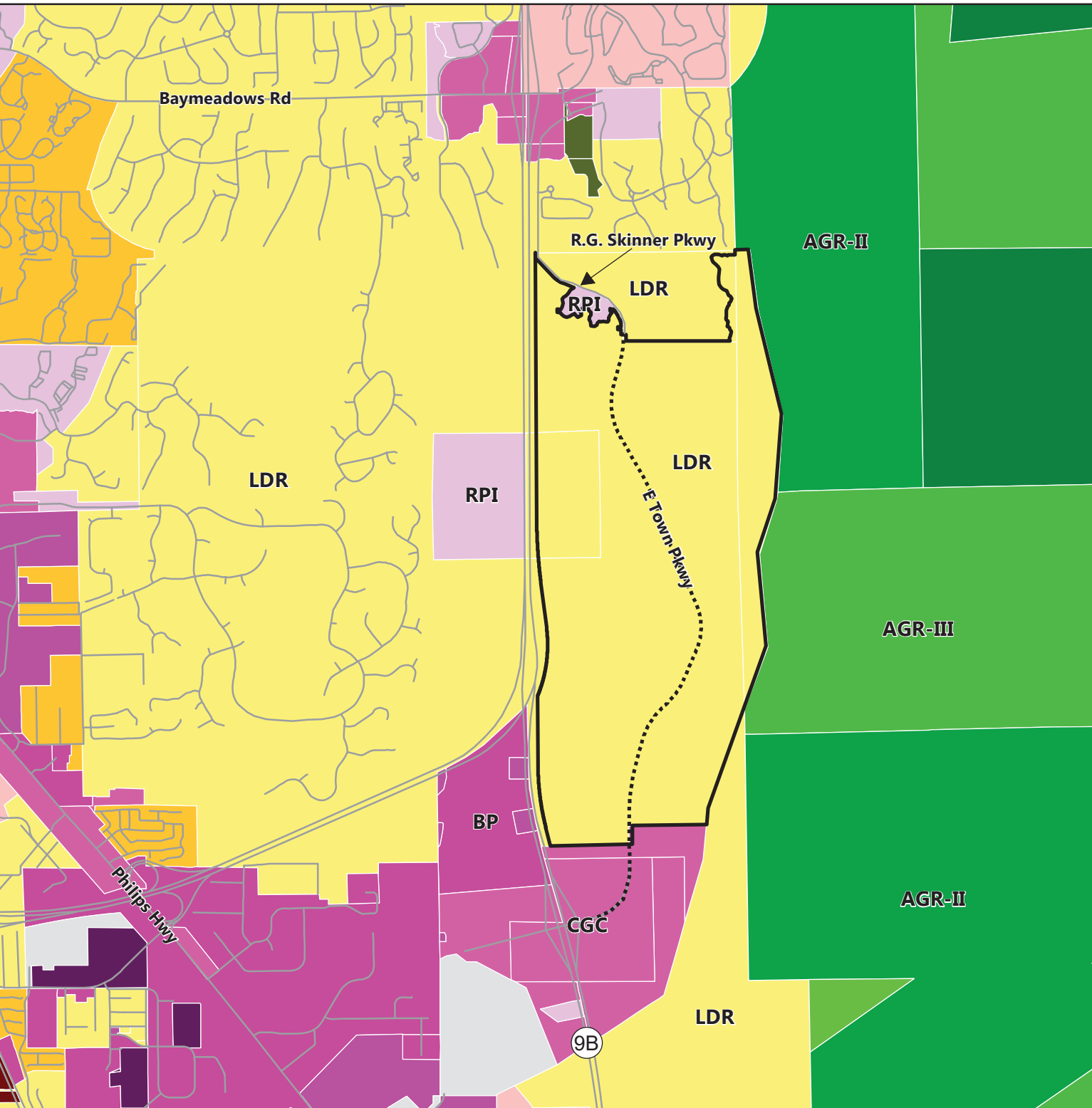
Cypress Bluff CDD



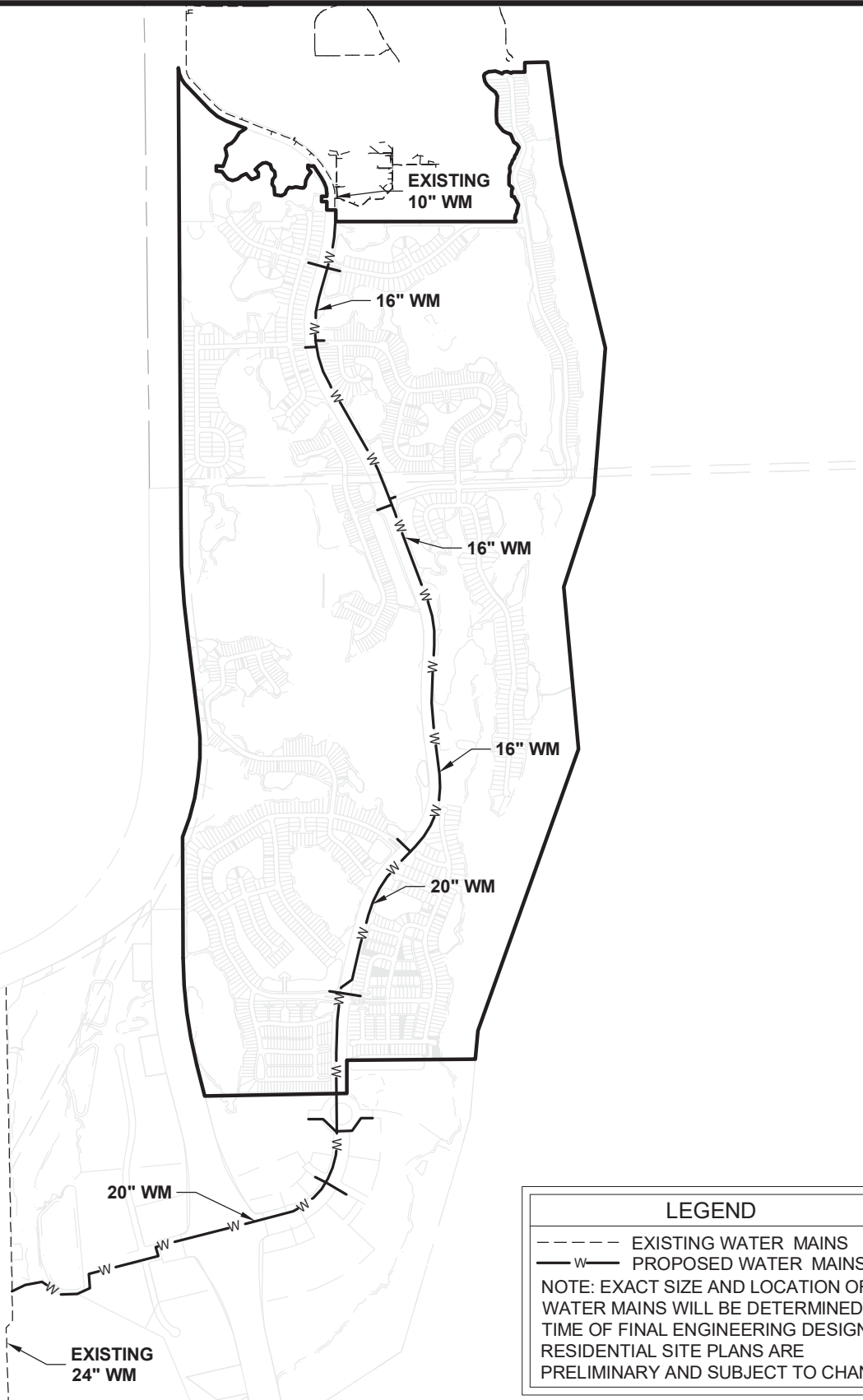
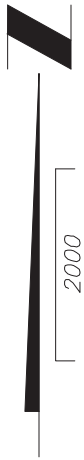
0 1,500 3,000 6,000
FEET

ON FILE

PAGE 74 OF 166



5



VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

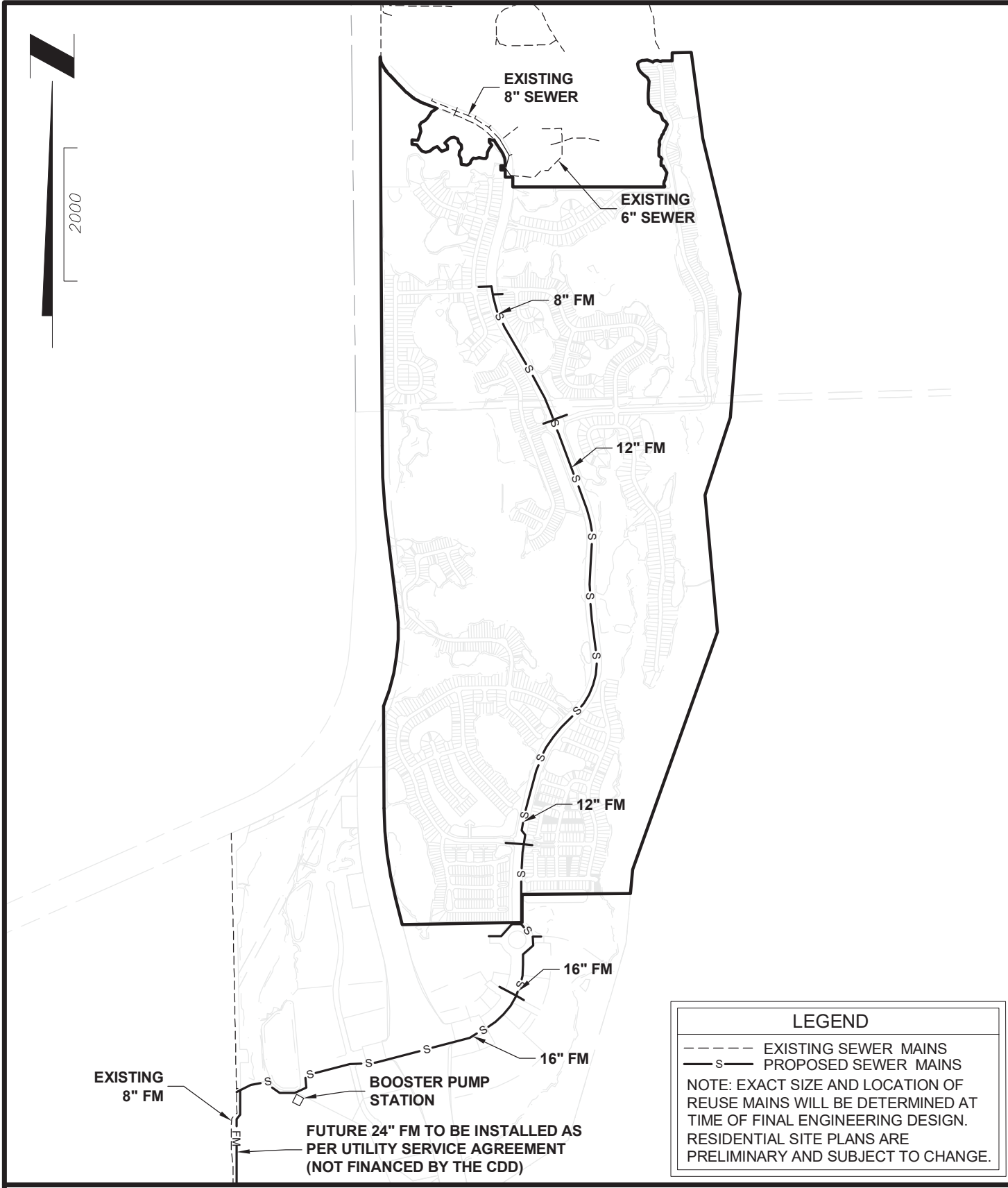
EXHIBIT 5 PAGE 1 OF 3

MASTER WATER PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

ON FILE

PLOTTED: January 8, 2018 -- 8:02 AM, BY: Daniel Weich

C:\13-102\13-102-19\LandDev\Design\Plots\Exhibits\UTILITY EXHIBITS\UTILITY EXHIBIT.dwg



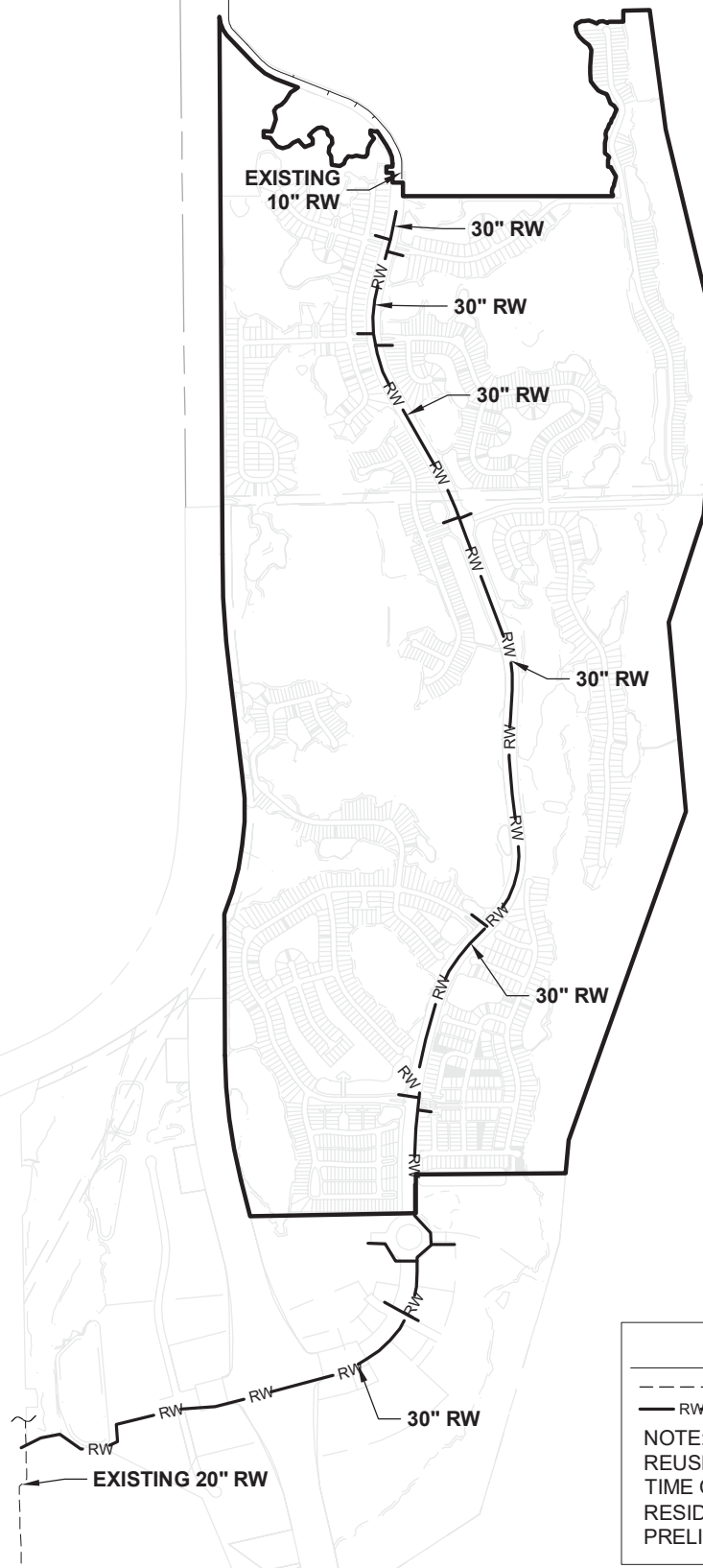
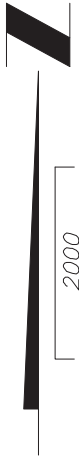
VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

EXHIBIT 5 PAGE 2 OF 3

MASTER SANITARY SEWER PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

ON FILE



LEGEND	
----	EXISTING REUSE MAINS
—RW—	PROPOSED REUSE MAINS
NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.	



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

EXHIBIT 5 PAGE 3 OF 3

MASTER REUSE PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

ON FILE

DEVELOPER UTILITY SERVICE AND JEA COST PARTICIPATION AGREEMENT

THIS DEVELOPER UTILITY SERVICE AND JEA COST PARTICIPATION AGREEMENT (this "Agreement") is made and entered into on this 15th of July, 2015 ("Effective Date"), by and between Eastland Timber, LLC, a Florida limited liability company, whose address is 4310 Pablo Oaks Courts, Jacksonville, Florida 32224 (the "Developer") and JEA, whose address is 21 W. Church Street, Jacksonville, Florida 32202.

RECITALS

- A. Developer's related entities are the owners of several parcels of real property located in Duval County, Florida (the "Property") as shown on the attached Exhibit "A."
- B. Developer or its successors and assigns intend to construct certain improvements on the Property which will require water, sewer and reclaimed water infrastructure, as described and defined in this Agreement.
- C. Developer and JEA desire to extend JEA's water, wastewater and reclaimed water system ("JEA Utility System") to serve the Property so that JEA can provide service to the Property without imposing a burden on its existing customers.
- D. JEA is willing to expand the JEA Utility System and to provide such treatment capacity and provide such service so that the Property and its occupants may have an adequate water and reclaimed water supply and wastewater disposal system subject to all of the terms and conditions of this Agreement.
- E. JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health. Thus, the water supply and disposal of wastewater must be regulated and controlled and is subject only to a

reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA. The Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Property is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies as well as JEA.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Developer and JEA hereby covenant and agree as follows:

1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.
2. **Definitions.** The parties agree that in construing this Agreement, the following words, phrases and terms shall have the following meanings:
 - 2.1 “Agreement” means this Developer Utility Service and JEA Cost Participation Agreement as it may be amended from time to time.
 - 2.2 “CDD” means any Community Development District having jurisdiction over the Property as defined in Section 17.1 hereof.
 - 2.3 “Customer Installation” means all facilities on the customer’s side of the Point of Delivery.
 - 2.4 “Developer” means Eastland Timber, LLC a Florida limited liability company, its successors and assigns.

- 2.5** “Developer’s Engineer” means the Florida licensed, registered professional engineer selected by Developer, or its successors and assigns from time to time.
- 2.6** “Developer Improvements” means the portion of the Water, Sewer and Reclaimed Water facilities to be constructed by Developer pursuant to this Agreement which will extend or expand the JEA System to provide Water, Sewer and Reclaimed Water service to the Property
- 2.7** “Development Unit” means a part of the Property which is being or which is to be developed as platted property or as an unplatted unit with a separate site plan and specific metes and bounds legal description.
- 2.8** “ERC” means equivalent residential connection.
- 2.9** “FDEP” means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.
- 2.10** “FDOT” means the Florida Department of Transportation.
- 2.11** “GPD” means gallons per day on an annual average basis.
- 2.12** “Interchange” shall mean the constructed interchange between RG Skinner Parkway and State Road 9B, which contains previously constructed utility improvements, as shown on Exhibit “A.”
- 2.13** “JEA Electric Transmission and Utility Easement” shall mean the existing electric transmission and utility easement which contains a 16 inch Water Main, a 20 inch Reuse Water Main and an 8 inch Sewer Main.
- 2.14** “JEA System” means all Water, Sewer and Reclaimed Water facilities and interests in real and personal property owned, operated, managed or controlled by JEA now or in the future and used to provide Water, Sewer and Reclaimed Water

service to existing and future customers. The JEA System ultimately includes the Developer Improvements after acceptance of dedication by Developer to JEA.

- 2.15** "Lot or Tract" means each separate subdivided building site.
- 2.16** "Main" means a pipe or conduit conveying Water, Reclaimed Water, Sewage or Wastewater.
- 2.17** "Manager" means the JEA Development Manager.
- 2.18** "Manuals" means the 2015 JEA Rules and Regulations for Water and Sewer & Reclaimed Water, JEA Water, Sewer and Reclaimed Water Design Guidelines and JEA Water and Wastewater Standards, as amended from time to time.
- 2.19** "Phase One Development" means the development of two residential subdivisions known as Monterey Pines and Cypress Bluff as shown on Exhibit "A."
- 2.20** "Phase Two Development" means the development of all Development Units within the Property except the Phase One Development.
- 2.21** "Phasing and Projected Flow Schedule" shall be the projected time schedule for construction of Water, Sewer and Reclaimed Water capacity as shown on Exhibit "B"
- 2.22** "Plans and Specifications" means those documents and drawings prepared by the Developer's Engineer and approved by JEA for the design and construction of certain Water, Sewer and Reclaimed Water facilities.
- 2.23** "Point of Delivery" means the point where the JEA's service line is connected to the customer's line and unless otherwise indicated by JEA, the Point of Delivery shall be at a point on the customer's lot line.
- 2.24** "Property" means the real property shown on Exhibit "A."

- 2.25** “Reclaimed Water” or “Reuse Water” means wastewater that has been stored and treated in accordance with the treatment and water quality requirements for reclaimed water for public access and residential irrigation reuse as established in the applicable Chapter of the Florida Administrative Code, which will be provided by JEA at pressure ranges established by JEA to all retail customers within the Property.
- 2.26** “R.G. Skinner Parkway” shall mean the regionally significant roadway contracted to receive mobility fee credits pursuant to an agreement with the City of Jacksonville to be constructed by Developer, as shown on Exhibit “A”, and which shall contain within its right of way utility improvements,.
- 2.27** “Schedule of Values” means a schedule showing the allocation of the contract price as to the Developer Improvements among the various portions of the work for the Developer Improvements.
- 2.28** “Service Notice” means the written notice Developer provides to JEA of Developer’s intent to commence construction of a Development Unit within the Property and to request a Pre-construction meeting with JEA.
- 2.29** “SJRWMD” means the St. Johns River Water Management District.
- 2.30** “Sewage” or “Wastewater” means water-carried wastes from residences, business buildings, institutions, industrial establishments and other customers of the JEA system.
- 2.31** “Water” means potable water meeting the applicable federal, state and local laws and regulations for human consumption, fire protection, and consumption by business and industry.

2.32 “Water and Sewer Capacity” and “Reclaimed Water Capacity” means the readiness and ability of JEA to furnish Water, Sewer, and Reclaimed Water service at pressure (at pressure ranges established by JEA for the applicable uses) to each Lot or Tract in accordance with applicable governmental requirements and regulations. Capacity relating to Water, Sewer, and Reclaimed Water is typically expressed as a rate of flow measured in GPD.

2.33 “Water and Sewer Facilities and Reclaimed Water Facilities” means all facilities, including but not limited to, water plants, wells, pumps, treatment, production, transmission and distribution mains, meters and other appurtenant facilities for the provision of piped water onto the Property and/or, lift stations, treatment, gravity sewer mains, sewer force mains, pumps and other appurtenant facilities to collect, transmit, treat and dispose of sewage from the Property and/or reclaimed water treatment, storage and pumping, production, transmission and distribution mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the Property.

3. Term. This Agreement shall remain valid and effective through December 31, 2039.

4. Design and Construction of Water, Sewer and Reclaimed Water Facilities. The Developer, at its expense, shall cause Developer’s Engineer to design in accordance with JEA standards and produce and submit to JEA for its review and written approval prior to construction, plans and specifications for the construction of the Developer Improvements. The Plans and Specifications may be limited to the improvements necessary to serve only the first Development Unit or Development Units and Plans and Specifications for subsequent Development Units may be furnished from time to time for

JEA's review and written approval prior to construction of subsequent Development Units. The Developer's plans should include a route survey depicting all improvements located in rights-of-ways or dedicated easements and existing utilities. Soft digs and geotechnical surveys may be required and will be determined during the plan review phase. Upon satisfactory completion of the plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

5. Design and Construction of Water Facilities.

- 5.1** The Developer Improvements set forth in this section are described in the attached "Water" Exhibit "C." Developer at its expense shall cause the permitting and construction of:
- 5.2** **Southern Water Main.** A twenty (20) inch Water Main from JEA's existing sixteen (16) inch Water Main located in the JEA Electric Transmission and Utility Easement to the Developer constructed twenty (20) inch Water Main constructed as part of the Interchange, all as shown on the "Water" Exhibit "C."
- 5.3** **R.G. Skinner Parkway Water Main.** A twenty (20) inch and a sixteen (16) inch Water Main within the right-of-way for R.G. Skinner Parkway from the twenty (20) inch Water Main constructed as part of the Interchange to the existing ten (10) inch Water Main located in the R.G. Skinner Parkway at Atlantic Coast High School, all as shown on the Water Exhibit "C." The parties to this Agreement understand that the Developer is not obligated to build this improvement in its entirety all at once and that Developer may construct such portions of this

improvement in conjunction with the roadway and storm water facilities needed to serve the development.

6. **Design and Construction of Reuse/Reclaimed Water Facilities.** The Developer Improvements set forth in this section are described in the attached “Reuse” Exhibit “D.” Developer shall be responsible for the cost of design, permitting and construction management of these improvements. JEA shall be responsible for the construction costs of these improvements.

6.1 **Reuse/Reclaimed Water Facility Construction Costs Reimbursement.** As to the Developer Improvements set forth in this Section 6, Developer and JEA agree JEA shall reimburse Developer for the construction costs of each improvement as set forth in Section 9.1. Developer shall be responsible for the cost of design, permitting and construction management of these improvements.

6.2 **Southern Reuse Water Main.** Developer shall cause the design, permitting and construction of a thirty (30) inch Reuse Water Main from the existing twenty (20) inch Reuse Water Main located within the JEA Electric Transmission and Utility Easement to the thirty (30) inch Reuse Water Main under construction as part of the Interchange, as shown on the “Reuse/Reclaimed Water Developer Improvements” attached as Exhibit “D.”

6.3 **R.G. Skinner Parkway Reuse Water Main.** The Developer shall cause the design, permitting and construction of a thirty (30) inch Reuse Water Main within the right-of-way for R.G. Skinner Parkway from the Reuse Water Main under construction as part of the Interchange to Station 197+02 of R.G. Skinner Parkway near the Atlantic Coast High School, all as shown on the Reuse Exhibit

“D.” The parties to this Agreement understand that the Developer is not obligated to build this improvement in its entirety all at once and that Developer may construct such portions of this improvements needed to serve the immediate needs of any development or portions of development on the Property as such needs arrive in conjunction with the roadway and storm water facilities needed to serve the development.

6.4 Northern Reuse Water Main. Developer agrees to provide or cause to be provided to JEA either a thirty (30) foot wide utility easement or a public right-of-way, whichever is applicable, for a thirty (30) inch Reuse Water Main on the Property from the Reuse Water Main at Station 197+02 in the right-of-way for the R.G. Skinner Parkway to the northern boundary of the Property, all as generally shown on Exhibit “D.”

6.4.1 Developer - Northern Reuse Water Main in Public Right-of-Way. For sections of the Northern Reuse Water Main associated with development undertaken by Developer or its related entities, including road construction, Developer shall cause the design, permitting and construction of a thirty (30) inch Northern Reuse Water Main within a public right-of-way. As to such activity by Developer, Developer and JEA agree that Developer shall be responsible for the design, permitting and construction management costs while JEA shall reimburse Developer for the construction cost of any such improvements per Section 9.1 of this Agreement.

6.4.2 JEA - Northern Reuse Water Main in Easement. For sections of the Northern Reuse Water Main not associated with development or road construction undertaken by Developer or its related entities, Developer or its related entities shall cause the conveyance of a non-exclusive easement to JEA, at no cost to JEA other than closing costs, to allow for necessary use of the Northern Reuse Water Main, as generally shown on Reuse Exhibit "D." JEA shall pay the cost of the survey, title insurance, recording costs, and any other closing costs related to the conveyance of the Northern Reuse Water Main easement. The exact location and path for the Northern Reuse Water Main shall be determined at the time of utility design for a Reuse Water Main at this location. For sections of the Northern Reuse Water Main set forth in this Section 6.4.2, JEA shall permit, design and construct a thirty (30) inch Northern Reuse Water Main within the easement, at JEA's expense.

7. Design and Construction of Sewer Facilities. The Developer Improvements set forth in this section are described in the "Sewer" Exhibit "E."

7.1 Phase 1 Sewer Service and Facilities. JEA agrees to provide Sewer service to the first four-hundred (400) ERCs (residential Lots or equivalent with JEA's review and approval of the changed plans if different use such as multi-family or commercial uses is proposed) within the Property by connection to the existing 8 inch Sewer Force Main located in the JEA Electric Transmission and Utility Easement. JEA further agrees that it shall allow the necessary permitting beyond the initial four-hundred (400) residential Lots or equivalent multi-family or

commercial uses up to five-hundred sixty-nine 569 residential Lots or equivalent multi-family or commercial uses as identified in approved plans for the Monterey Pines (411 residential Lots or equivalent multi-family or commercial uses) and Cypress Bluff (158 Residential Lots or equivalent multi-Family or commercial uses) subdivisions prior to construction of the Phase 2 Sewer facilities (as defined below). Developer agrees to monitor the number of residential Lots or equivalent uses constructed commencing with the recording of the first subdivision plat and shall submit a report on a quarterly basis to JEA summarizing the development activity. Developer will not sell greater than four-hundred (400) residential Lots or equivalent multi-Family or commercial uses to be connected to the existing eight (8) inch Sewer Force Main located in the JEA Electric Transmission and Utility Easement until the Phase 2 Sewer Facilities are completed. In order to provide Sewer service to the first four-hundred (400) residential Lots or equivalent multi-family or commercial uses within the Property, Developer agrees, at its expense, to cause the design, permitting and construction of a sixteen (16) inch Sewer Force Main connection to the existing eight (8) inch Sewer Force Main located in the JEA Electric Transmission and Utility Easement and the Sewer Force Main constructed within the R.G. Skinner Parkway right-of-way, all as shown on Exhibit "E." Following completion of this improvement, Developer shall convey this improvement along with all necessary easements, if such land necessary for the easements is located on property owned by Developer or Developer's related entities, to JEA.

7.2 Phase 2 Sewer Service and Facilities. Developer agrees to complete the design and construction documents needed for the facilities and improvements set forth in this Section 7.2 at or before the connection of two-hundred (200) Residential Lots or equivalent multi-family or commercial uses on the Property. Developer agrees to commence construction of the facilities and improvements set forth in this Section 7.2 at or before the connection of three-hundred (300) Residential Lots or equivalent uses on the Property.

7.2.1 Phase 2 Sewer Force Main. Developer agrees to cause the design, permitting and construction of a twenty-four (24) inch Sewer Force Main from the point of connection between the sixteen (16) inch Sewer Force Main and the existing eight (8) inch Sewer Force Main described in Section 7.1 to the existing twenty-four (24) inch Sewer Force Main located at or near the intersection of U.S. Highway 1 and Judith Avenue, (the "Phase 2 Sewer Force Main") all as shown on Exhibit "E." JEA agrees that it shall secure all necessary easements and right-of-way on lands not owned by Developer or Developer's related entities to construct the Phase 2 Sewer Force Main. JEA shall provide or pay for any wetland mitigation required for the construction of the Phase 2 Sewer Force Main. Developer shall be responsible for the design, permitting and construction management costs for the Phase 2 Sewer Force Main. JEA agrees that it shall reimburse Developer the cost of construction of the Phase 2 Sewer Force Main, per Section 9.1 of this Agreement.

7.2.2 In-Line Booster Pump Station. Developer agrees, at its expense, to cause the designing, permitting and construction of an in-line booster pump station, to pump into the Phase 1 sixteen (16) inch Sewer Force Main and the Phase 2 twenty-four (24) inch Sewer Force Main to be located within the Greenland Energy Center two-hundred (200) foot buffer (the "In-Line Booster Pump Station"), all as shown on Exhibit "E." As is necessary, Developer, by and through D.D.I., Inc., will modify any deed restrictions to allow for the construction, operation and maintenance, and access for the In-Line Booster station within the Greenland Energy Center two-hundred (200) foot buffer. Developer shall initiate the modification and will pay for all costs associated with modifying the deed restrictions. If Developer fails to secure the necessary modification to the deed restrictions to locate the In-Line Booster Station within the Greenland Energy Center two-hundred (200) foot buffer, an alternative location within the Greenland Energy Center property will be selected by JEA for the In-Line Booster Station. JEA agrees that the In-Line Booster Pump Station shall be designed and built in accordance with the Manuals and the criteria and schematic drawing set forth in the attached Exhibit "F." If there is a conflict between the Manuals and the criteria contained in this Agreement, the criteria in this Agreement shall control. JEA further agrees that it shall provide all the easements necessary for Developer to construct the In-Line Booster Pump Station. Upon completion of the In-Line Booster Pump Station, Developer shall dedicate said improvement to

JEA. Access to the In-Line Booster Pump station for operation and maintenance shall be from the Greenland Energy Center property.

8. **Dedication of Improvements.** Upon satisfactory completion of the Water, Sewer and Reclaimed improvements, Developer shall dedicate each individual improvement to JEA along with all necessary easements and documentation as necessary for that purpose, including but not limited to, a bill of sale, as-built drawings, schedule of values and a waiver and release of lien both in form acceptable to JEA. Upon receiving the required documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Improvements which shall become part of the JEA Utility System. The Developer's contractor will continue to be responsible for the repairs and replacements required as covered by and described in the warranty made directly to JEA for customary warranty, as required by JEA.

9. **General Requirements**

- 9.1 **JEA Reimbursement of Construction Costs.** As to any Developer Improvement for which JEA is required to reimburse Developer for the construction costs, upon completion of at least fifty (50) percent of the total work for the project to be performed under an applicable contract, and satisfactory review and approval of the Developer's application for payment by JEA's Manager, not later than thirty (30) days from the submittal to JEA of the approved application for payment in satisfactory form, JEA shall make a fifty (50) percent progress payment on account of the contract price for the improvement. This fifty (50) percent payment shall be measured by a Schedule of Values or in the case of unit price work based on the number of units completed. Upon satisfactory completion of the work in

accordance with the project closeout and acceptance process, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval by the JEA Manager, JEA will pay the balance of the lump sum contract price, not later than thirty (30) days from the submittal to JEA of the approved request for final payment in satisfactory form. The Developer warrants and guarantees that title to all work, materials, and equipment covered by any application for payment whether incorporated in the project or not will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

9.2 Inspection. During construction of the Improvements, JEA's contract administration representative shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. JEA shall have the right to control the quality of the installation and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine if the system has been installed in accordance with the Plans and Specifications and good engineering practice, but it shall remain the responsibility of the Developer's Engineer to certify that such construction by the Developer complies with approved Plans and Specifications and applicable regulatory requirements.

9.3 Phasing and Projected Flow Schedule. Each Development Unit shall conform to the Phasing and Projected Flow Schedule. The Developer may modify the Phasing and Projected Flow Schedule only with the prior written consent of JEA, which consent shall not be unreasonably withheld.

- 9.4 Bulk Reuse Water Supply Ponds.** JEA agrees that irrigation for common areas such as right-of-way and parkland on the Property shall be supplied primarily by the storm water ponds. JEA further agrees that the storm water ponds when available, shall receive interruptible low pressure supplemental reuse supply, at bulk rates per the prevailing tariff during each month of usage, from the thirty (30) inch Reuse Water Main constructed on the Property, including any portion of the Northern Reuse Water Main, pursuant to this Agreement.
- 9.5 Reclaimed Water Usage.** All of the Development Units within the Property shall be required to utilize reclaimed water in accordance with the current JEA policies and regulations and no waivers to exclude Development Units shall be sought by the Developer.
- 9.6 Permits.** The party responsible for the design of a utility facility shall be responsible for procurement of all applicable permits required for its construction and will submit to the other party a copy of each permit issued for the project (such as, FDEP, SJRWMD, applicable FDOT, local government right-of-way permits, railroad crossing approvals, etc.).
- 9.7 Bid Notice.** Developer agrees to abide by the JEA Procurement Code as to the advertisement and notice provisions on any Developer Improvement for which JEA is responsible for reimbursing Developer for the cost of construction. Bid results shall be submitted to JEA for approval prior to construction. JEA shall have 15 days within which to accept the bid, reject the bid, or request a new bid. A request for a re-bid can only be made by JEA for JEA reimbursable portions of the bid. Once the bids have been approved, JEA shall be responsible for the cost

of construction of the applicable Developer Improvement(s). If all bids are unacceptable to JEA, JEA shall have the right to reject all such bids and construct the work itself. Should JEA choose to bid and construct the project itself, JEA shall be responsible for the costs of additional engineering and construction management services. Unless JEA notifies Developer at the time of bid review with regard to any segment of the Developer Improvements that JEA desires to construct or contract independently in its own name for such portion of the Developer Improvements, then the Developer shall contract for construction of the Developer Improvements in Developer's name at JEA's expense in accordance with the payment procedures set forth in Section 9.1.

9.8 Bonds. Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and JEA prior to commencement of construction of the Developer Improvements for which JEA is responsible for reimbursing the Developer for construction costs.

9.9 CDD Bid Guidelines. If the duty to construct any Developer Improvements is assigned to any CDD pursuant to Section 17.1 hereof, such CDD shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and the CDD prior to commencement of construction of such improvements. If JEA shall elect to have such CDD (as assignee of Developer) construct such improvements, then JEA shall reimburse the CDD per Section 9.1 of this Agreement. Following completion of construction of any of the Developer

Improvements for which the CDD causes the construction of, the CDD shall cause the dedication of the improvement to JEA.

10. **Operation and Maintenance of Developer Improvements.** Upon acceptance and assumption of the responsibility for operation and maintenance of each individual Developer Improvement or portion of a Developer Improvement, all customers connecting to those improvements shall be deemed customers of the JEA System and JEA shall set and collect all Water, Sewer and Reclaimed Water rates, fees, charges and deposits, without exception. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery as a condition precedent to receiving Water, Sewer and Reclaimed Water Service from JEA.
11. **Rates, Fees and Charges.** All Water, Sewer and Reclaimed Water Service shall be provided to the Property at applicable rates, fees and charges in accordance with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.
12. **Phase One Development Allocation and Provision of Water and Sewer Capacity and Reclaimed Water Capacity.**
 - 12.1 Subject to the Developer's compliance with the terms and conditions of this Agreement, JEA shall reserve Water and Sewer Capacity and Reclaimed Water Capacity necessary to serve Phase One Development of the Property as requested by the Developer pursuant to the Service Notice to JEA, and in an amount not exceeding the capacity set forth in the Phasing and Projected Flow Schedule attached as Exhibit "B." Nothing in this Agreement, including the Phasing and Projected Flow Schedule, shall relieve any future JEA customers located within the Property from payment to JEA of applicable JEA installation and service

charges which are consistent with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.

- 12.2** Following: i) the completed conveyance of applicable Developer Improvements, in whole or in part, to JEA, ii) payment of applicable rates, fees and charges, iii) the physical connection of a given customer installation to the JEA System, and iv) payment of applicable customer installation charges, JEA shall provide Water, Sewer and Reclaimed Water service to said customers in accordance with the terms and conditions of this Agreement and in accordance with the Phasing and Projected Flow Schedule. Notwithstanding the above, JEA does not guarantee or warrant any special service, pressure, quality, or other facility.
- 12.3** Developer shall provide to JEA a Service Notice at least thirty (30) days prior to Developer's commencing construction of the Phase One Development. Prior to providing any Service Notice to JEA, Developer shall have provided JEA with the completed design and permitting for the applicable Developer Improvements.
- 12.4** Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render services to the Property. Each party will diligently make necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the approval of Plans and Specifications shall be forwarded by Developer's Engineer

to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.

13. Phase Two Development Allocation and Provision of On-Site Water and Sewer.

13.1 As of the date of this Agreement, a master plan of development has not been fully determined or designed for Phase Two development and the Water and Sewer needs for the Phase Two Development of the Property can only be estimated. Estimates to accommodate Phase Two Development for Water, Sewer and Reuse Water have been calculated on an annual average daily flow basis in the Phasing and Projected Flow Schedule attached as Exhibit "B." Developer warrants and acknowledges that the Water Mains described in Section 5 of this Agreement and as depicted on the Water Exhibit "C", which are to be paid for by the Developer, have been sized adequately to receive the projected flows and can accommodate additional flow beyond what has been projected. JEA, as the owner and operator of the JEA System, upon dedication, may elect to direct additional flow through the system. JEA acknowledges that in the event the sixteen (16) inch and twenty (20) inch Water Mains described in Section 5 of this Agreement and as depicted on the Water Exhibit "C," are required to be upsized due to flow demands off-site of the Property during the Term of this Agreement, the Developer of the Property shall not be responsible for such upsizing. The Developer warrants and acknowledges that the Sewer Force Main connection, the Sewer Force Mains and the In-line Booster Pump Station described below and in Sections 7.1 and 7.2.2, respectively, of this Agreement and as depicted in Exhibit "E" and "F", which is also to be paid by the Developer, will be sized adequately to receive the full build

out projected flows based on the Phasing and Project Flow Schedule attached as Exhibit "B." Based upon the Phasing and Project Flow Schedule attached as Exhibit "B," JEA acknowledges that in the event the sixteen (16) inch Sewer Force Main or In-Line Booster Pump Station, described in Section 7.1 and 7.2.2 and depicted on the Sewer Exhibit "E," needs to be upsized during the Term of this Agreement due to flow being directed from off-site of the Property through the sixteen (16) inch Sewer Force Main or through the In-Line Booster Pump Station, the Developer of the Property will not be responsible for upsizing.

- 13.2** Subject to the Developer's compliance with the terms and conditions of this Agreement, JEA will provide Water and Sewer Capacity and Reclaimed Water Capacity necessary to serve Phase Two Development of the Property as requested by the Developer pursuant to a Service Notice to JEA, and in an amount not exceeding the annualized flow set forth in the Phasing and Projected Flow Schedule attached as Exhibit "B." Nothing in this Agreement, including the Phasing and Projected Flow Schedule, shall relieve any future JEA customers located within the Property from payment to JEA of applicable JEA installation and service charges which are consistent with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.
- 13.3** Following: i) the completed conveyance of applicable Developer Improvements, in whole or in part, to JEA, ii) payment of applicable rates, fees and charges, iii) the physical connection of a given customer installation to the JEA System, and iv) payment of applicable customer installation charges, JEA shall provide Water, Sewer and Reclaimed Water service to customers in the Phase Two Development

in accordance with the terms and conditions of this Agreement and in accordance with the Phasing and Projected Flow Schedule. Notwithstanding the above, JEA does not guarantee or warrant any special service, pressure, quality, or other facility.

13.4 Developer shall provide to JEA a Service Notice at least thirty (30) days prior to Developer's commencing construction of a Development Unit within Phase Two Development. Prior to providing any Service Notice to JEA, Developer shall have provided JEA with the completed design and permitting for the applicable Developer Improvements.

13.5 Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render services to the Property. Each party will diligently make necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the approval of Plans and Specifications shall be forwarded by Developer's Engineer to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.

14. Limitations on Liability.

14.1 Each shall be an independent contractor and neither shall be an agent of the other.

14.2 Neither party shall be liable or responsible to the other party as a result of injury to property or person or failure to comply with the terms of this Agreement proximately caused by force majeure. The term force majeure as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, and the inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals, or other third parties, or any other causes whether or not of the same kind as enumerate herein that are not within the reasonable control of the parties, provided each party shall use its good faith efforts to overcome such force majeure event.

14.3 This Agreement is solely for the benefit of and shall be binding on the parties and their respective authorized successors and assigns and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the Property are entitled to Water and Sewer Capacity and Reclaimed Water Capacity under this Agreement under the same terms and conditions of this Agreement.

Nothing in this Section shall be interpreted as waiving or abrogating JEA's right of sovereign immunity pursuant to Section 768.28, Florida Statutes or any successor statute.

15. Default and Remedies. In the event of a breach of this Agreement by one party, the other party shall have all the rights and remedies available at law or in equity. As to any material breach by either party under this Agreement, the breaching party shall proceed in

good faith to use all reasonable action to cure such breach. In the event the breaching party fails to cure, non-breaching party may proceed at law or in equity to enforce its rights under this Agreement, including the right to specific performance and mandamus or to terminate this Agreement and recover damages. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of this receipt of such notice within which to cure any such defaults.

16. **Notice.** Any notices required to allowed to be delivered under this Agreement shall be in writing and shall be deemed to be delivered when (1) hand delivered to the official designated below, or (2) upon such receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance with this Agreement:

To JEA: VP/GM Water Wastewater Systems
JEA
21 West Church Street
Jacksonville, Florida, 32202

Director W/W/W Grid Project Engineering & Construction
JEA
21 West Church Street
Jacksonville, Florida 32202

With Copy to: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer Eastland Timber
c/o Rick Ray at
The PARC Group

4310 Pablo Oaks Court
Jacksonville, Florida 32224

With a Copy to: Paul M. Harden, Esq. and
Zach Miller, Esq.
501 Riverside Avenue, Suite 901
Jacksonville, Florida 32202

17. Assignments.

17.1 The rights and interests of the Developer under this Agreement may be assigned to any affiliate of the Developer or to a third party, in either case in connection with a bona fide sale, lease or other conveyance of either all of the Property or any portion of the Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates, provided: JEA is notified in writing of such assignment and such assignee assumes (and delivered a signed assumption agreement to JEA) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the Property conveyed to such assignee and agrees as a condition to service hereunder, to obtain or cause to be obtained any easements or rights-of-way over and upon any portion of the Property as may be required to serve the portion of the Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, the Developer may partially assign rights and obligations under this Agreement to any CDD formed as a unit of special purpose government pursuant to Chapter 190, Florida Statutes having jurisdiction over any portion of the Property, to be constructed by such CDD in which event such CDD shall assume those obligations of the Developer hereunder only as they relate to Developer Improvements to be constructed by such CDD and

JEA is notified in writing of such assignment and delivers a signed assumption agreement to JEA. Upon any such permitted assignment under this Section, the Developer shall be released from the obligations hereunder assumed by such permitted assignee, it being intended that upon assumption of obligations by any permitted assignee(s) this Agreement shall be independent agreements between JEA and such permitted assignees.

17.2 JEA shall have the right to assign or transfer this Agreement or the rights and responsibilities contained in this Agreement to a properly authorized commission, authority, corporation or other public or private person, firm, or entity who acquires all or substantially all of the assets of JEA and shall cause such assignee to assume all obligations of JEA hereunder.

18. Binding Agreement on Successors. This Agreement shall be binding upon and shall insure to the benefit of the Developer, JEA and their respective, permitted successors and assigns to the extent assigned and assumed by such assignee in accordance with this Agreement. Time is of the essence with respect to all provisions of this Agreement.

19. Recordation. The parties agree that an executed copy of this Agreement and exhibits shall be recorded in the public records of Duval County, Florida.

20. Applicable Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Litigation involving this Agreement shall take place in the state or federal courts located in Duval County, Florida.

21. Representations and Warranties.

21.1 Developer makes the following representations.

21.1.1 Developer is a limited liability company duly organized, validly existing and in good standing in the State of Florida, is authorized to do business in the State and has all requisite corporate power and authority to enter into and fully perform this Agreement.

21.1.2 All necessary action on the part of the Developer to authorize execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly taken and, assuming due authorization, execution and delivery by JEA, this Agreement shall be valid and enforceable against Developer in accordance with its terms.

21.1.3 To the best of Developer's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any applicable order or regulation of any government authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

21.2 JEA makes the following representations:

21.2.1 JEA is a duly organized and validly existing body corporate and politic of the State of Florida. JEA has full power and authority to enter into the transaction contemplated by this Agreement.

21.2.2 To the best of its knowledge and belief after due inquiry, JEA is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. JEA has duly authorized the execution and delivery of this Agreement and assuming the

due authorization, execution and delivery of this Agreement by the other parties, this Agreement constitutes a valid and legally binding obligation of JEA enforceable in accordance with its terms.

21.2.3 To the best of JEA's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provision of any applicable law or any provision of the constitution of the State of Florida.

[This space left blank intentionally]

IN WITNESS WHEREOF, the Developer and JEA have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

FORM APPROVED BY:

JEA:

By:

Brian J. Roche
BRIAN Roche

Print Name

V.P./General Manager
Title Water/Wastewater Systems

FORM APPROVED BY
THE OFFICE OF GENERAL
COUNSEL

Josy L. Brooks
Signature

Josy L. Brooks
Print name
Assistant General Counsel

DEVELOPER:

EASTLAND TIMBER, LLC
a Florida limited liability company

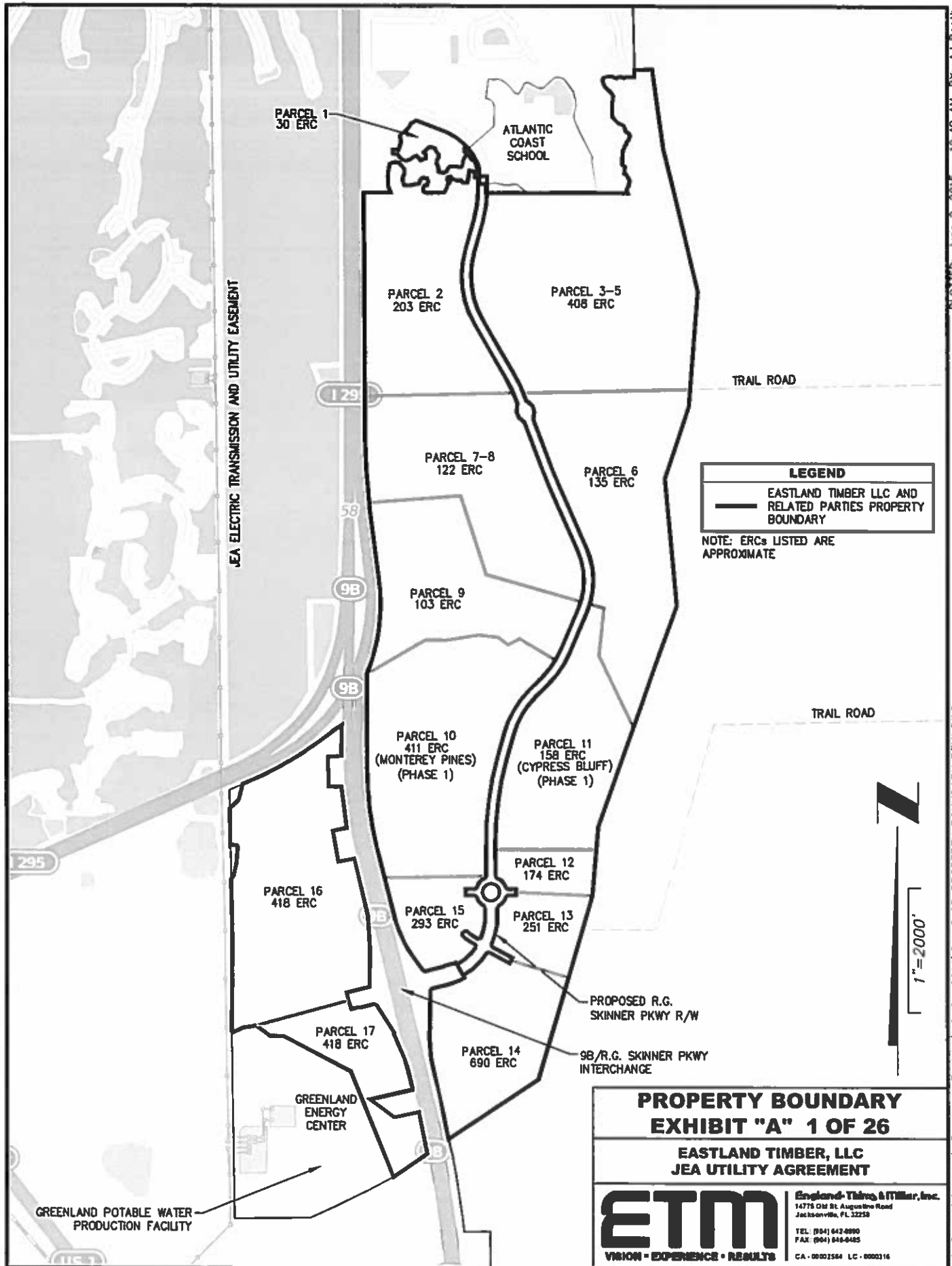
By:

Jed Davis
Jed Davis
Print Name

Vice President
Title

EXHIBIT LIST

- Exhibit "A" - Property, R.G. Skinner Parkway and Interchange
- Exhibit "B" - Phasing and Projected Flow Schedule
- Exhibit "C" - Water Exhibit
- Exhibit "D" - Reuse Exhibit
- Exhibit "E" - Sewer Exhibit
- Exhibit "F" - In-Line Booster Station Design Criteria and Schematic Drawing



PLOTTED: June 2, 2015 - 10:49 AM, BY: AJ Booth

G:\13-102\Support\JEA Utility Exhibits\10-21-2014\DAVIS 9B PROPERTY BOUNDARY REV1.DWG



ROBERT M. ANGAS ASSOCIATES, INC.

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

EXHIBIT "A"

2 OF 26

October 9, 2013

Davis 9A/9B

Page 1 of 4

Parcels (2, 3-5, 6, 7-8, 9, 10)

W.O. No.13-171.00

File No. 123A-03.00M

Zoning Parcel A

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with a portion of Sections 4, 5, 8 and 9, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 8000, page 908, Official Records Book 8208, page 652, Official Records Book 14860, page 1256, and Official Records Book 9494, page 912, all of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 33; thence North $88^{\circ}37'28''$ East, along the North line of said Section 33, a distance of 1343.30 feet to the Point of Beginning.

From said Point of Beginning: thence continue North $88^{\circ}37'28''$ East, along said North line of said Section 33, a distance of 289.49 feet; thence South $07^{\circ}44'34''$ East, departing said North line, 1305.77 feet; thence South $13^{\circ}31'53''$ East, 2389.14 feet; thence South $04^{\circ}33'08''$ West, 1865.63 feet; thence South $18^{\circ}03'25''$ West, 1232.39 feet; thence South $05^{\circ}12'52''$ East, 2061.31 feet; thence South $19^{\circ}40'49''$ West, 2086.86 feet; thence North $25^{\circ}50'42''$ West, 1285.42 feet; thence North $06^{\circ}16'27''$ East, 771.50 feet; thence North $74^{\circ}11'47''$ West, 311.39 feet to a point on a curve concave Westerly having a radius of 1250.00 feet; thence Southerly along the arc of said curve, through a central angle of $06^{\circ}11'21''$, an arc length of 135.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $20^{\circ}00'40''$ West, 134.96 feet; thence South $23^{\circ}06'21''$ West, 707.62 feet to the point of curvature of a curve concave Northwesterly having a radius of 1500.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $21^{\circ}13'22''$, an arc length of 555.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $33^{\circ}43'02''$ West, 552.44 feet; thence South $44^{\circ}19'44''$ West, 334.83 feet to the point of curvature of a curve concave Southeasterly having a radius of 1500.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $28^{\circ}48'08''$, an arc length of 754.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $29^{\circ}55'39''$ West, 746.13 feet; thence South $15^{\circ}31'35''$ West, 408.00 feet to the point of curvature of a curve concave Easterly having a radius of 5000.00 feet; thence Southerly along the

EXHIBIT "A"
3 OF 26

Zoning Parcel A (continued)

arc of said curve, through a central angle of 15°53'48", an arc length of 1387.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°34'41" West, 1382.80 feet; thence South 00°22'13" East, 515.03 feet; thence South 88°55'30" West, 1724.89 feet to a point on the existing Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513 Financial Project No. 209294-1; thence North 14°27'30" West, along said existing Easterly limited access right of way line, 403.98 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet, thence Northerly, continuing along said existing Easterly limited access right of way line and along the arc of said curve, through a central angle of 14°09'36", an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°22'42" West, 1363.10 feet; thence North 00°17'54" West, continuing along said existing Easterly limited access right of way line, 1535.01 feet to a point of intersection with the existing Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also being on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said existing Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said existing Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of 29°31'23", an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°27'47" East, 1528.78 feet; Course 2, thence North 07°17'54" West, 984.62 feet to the point of curvature of a curve concave Easterly having a radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 07°00'00", an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°47'54" West, 1416.33 feet; Course 4, thence North 00°17'54" West, 3893.50 feet to a point on the Southerly line of those lands described and recorded in Official Records Book 14340, page 1809 of said current Public Records; thence Easterly along said Southerly line the following 49 courses: Course 1, thence South 89°59'26" East, departing said existing Easterly limited access right of way line of State Road No. 9A, a distance of 432.74 feet; Course 2, thence North 21°15'25" West, 36.30 feet; Course 3, thence North 20°45'13" West, 89.37 feet; Course 4, thence North 02°14'31" East, 76.89 feet; Course 5, thence North 05°05'57" West, 76.05 feet; Course 6, thence North 06°49'09" East, 66.87 feet; Course 7, thence North 07°59'28" East, 82.84 feet; Course 8, thence North 16°34'34" East, 50.24 feet; Course 9, thence North 68°48'58" East, 59.12 feet; Course 10, thence North 76°43'46" East, 45.45 feet; Course 11, thence South

EXHIBIT "A"
4 OF 26

Zoning Parcel A (continued)

78°23'48" East, 52.05 feet; Course 12, thence South 39°08'47" East, 58.60 feet; Course 13, thence South 39°28'45" East, 74.97 feet; Course 14, thence South 05°56'18" East, 68.71 feet; Course 15, thence South 26°13'12" West, 65.57 feet; Course 16, thence South 06°43'08" West, 65.84 feet; Course 17, thence South 19°43'54" East, 70.06 feet; Course 18, thence South 85°03'59" East, 47.28 feet; Course 19, thence South 85°54'54" East, 65.61 feet; Course 20, thence North 73°03'34" East, 72.99 feet; Course 21, thence North 80°31'18" East, 63.06 feet; Course 22, thence North 16°01'47" East, 59.50 feet; Course 23, thence North 47°16'37" East, 59.12 feet; Course 24, thence South 80°10'42" East, 68.96 feet; Course 25, thence South 16°30'35" East, 62.48 feet; Course 26, thence South 17°56'14" West, 59.51 feet; Course 27, thence North 89°48'18" West, 35.19 feet; Course 28, thence South 35°54'27" West, 39.94 feet; Course 29, thence South 05°38'03" East, 63.89 feet; Course 30, thence South 55°17'48" East, 39.15 feet; Course 31, thence South 89°59'26" East, 294.87 feet; Course 32, thence North 34°56'34" East, 54.72 feet; Course 33, thence North 22°07'41" East, 59.05 feet; Course 34, thence North 10°52'36" East, 60.69 feet; Course 35, thence North 82°56'19" East, 29.72 feet; Course 36, thence North 16°06'27" East, 39.94 feet; Course 37, thence North 72°50'32" West, 53.92 feet; Course 38, thence North 13°45'11" East, 35.39 feet; Course 39, thence North 73°39'04" East, 46.76 feet; Course 40, thence South 48°14'27" East, 56.63 feet; Course 41, thence South 62°54'37" East, 60.74 feet; Course 42, thence North 82°34'21" East, 69.28 feet; Course 43, thence South 42°33'13" East, 62.46 feet; Course 44, thence North 84°40'50" East, 66.44 feet; Course 45, thence North 11°16'49" East, 57.07 feet; Course 46, thence North 09°59'01" East, 75.29 feet; Course 47, thence North 08°03'20" East, 61.18 feet; Course 48, thence South 81°39'47" East, 86.64 feet; Course 49, thence South 85°54'44" East, 51.63 feet; thence South 45°09'13" East, departing said Southerly line, 35.48 feet to the Northeast corner of those lands described and recorded in Official Records Book 14863, page 466 of said current Public Records; thence along the boundary of last said lands the following 3 courses: Course 1, thence North 89°59'26" West, 70.00 feet; Course 2, thence South 00°00'34" West, 65.00 feet; Course 3, thence South 89°59'26" East, 70.00 feet the Southeast corner thereof, said corner lying on the existing Westerly right of way line of R.G. Skinner Parkway Extension, a 110 foot right of way as presently established; thence South 00°00'34" West, along said Westerly right of way line, 107.34 feet to the Southerly terminus of said R.G. Skinner Parkway Extension; thence South 89°59'26" East, departing said Westerly right of way line and along said Southerly terminus, 110.00 feet to a point on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly line of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North

EXHIBIT "A"
5 OF 26

October 9, 2013
Davis 9A/9B
Page 4 of 4

W.O. No.13-171.00
File No. 123A-03.00M

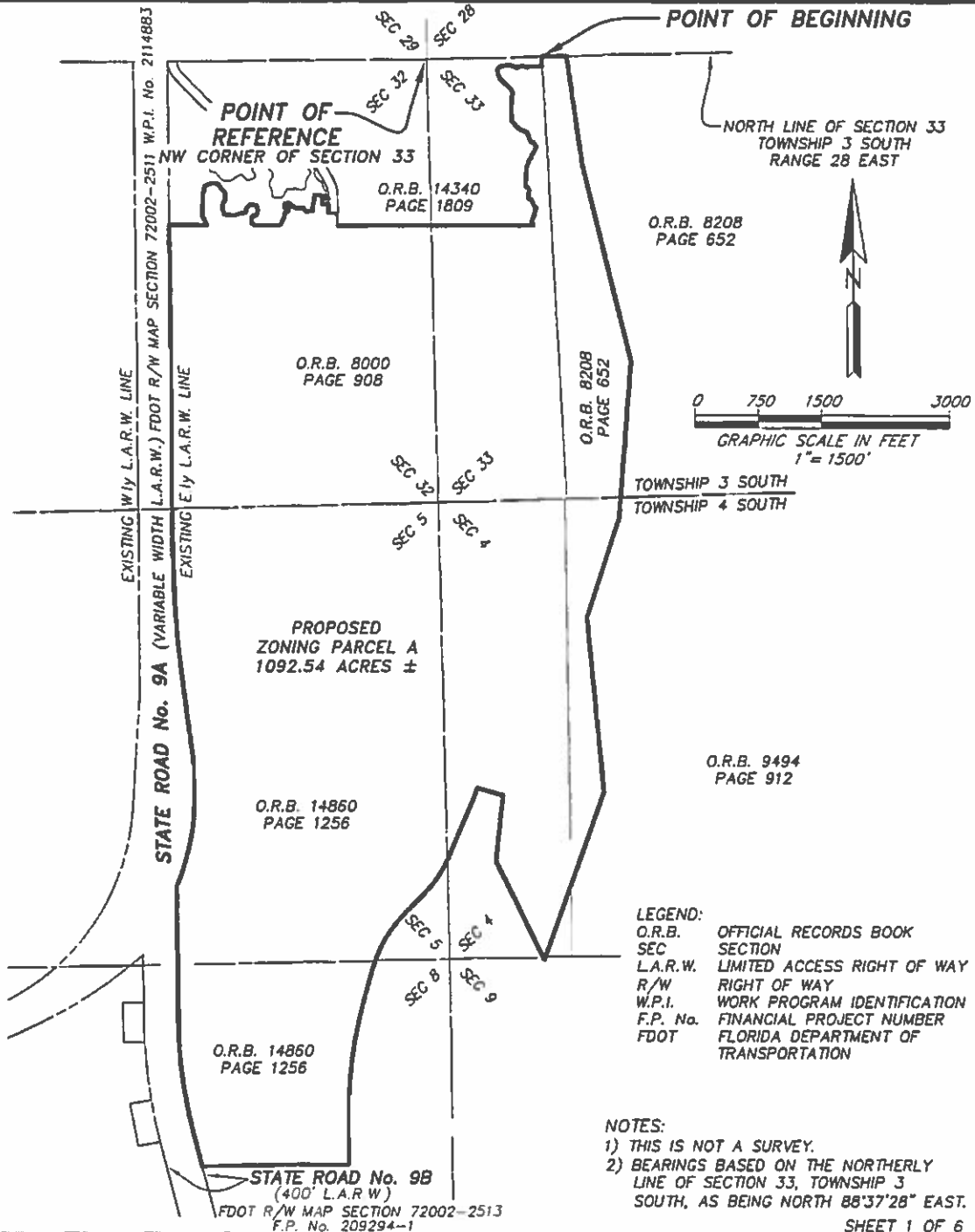
Zoning Parcel A (continued)

06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 57.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°51'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'55" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25, thence North 24°38'30" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 88.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 68.30 feet; Course 46, thence North 45°34'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South 87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to the Point of Beginning.

Containing 1092.54 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8000, PAGE 908, OFFICIAL RECORDS BOOK 8208, PAGE 652, OFFICIAL RECORDS BOOK 14860, PAGE 1256, AND OFFICIAL RECORDS BOOK 9494, PAGE 912, ALL OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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

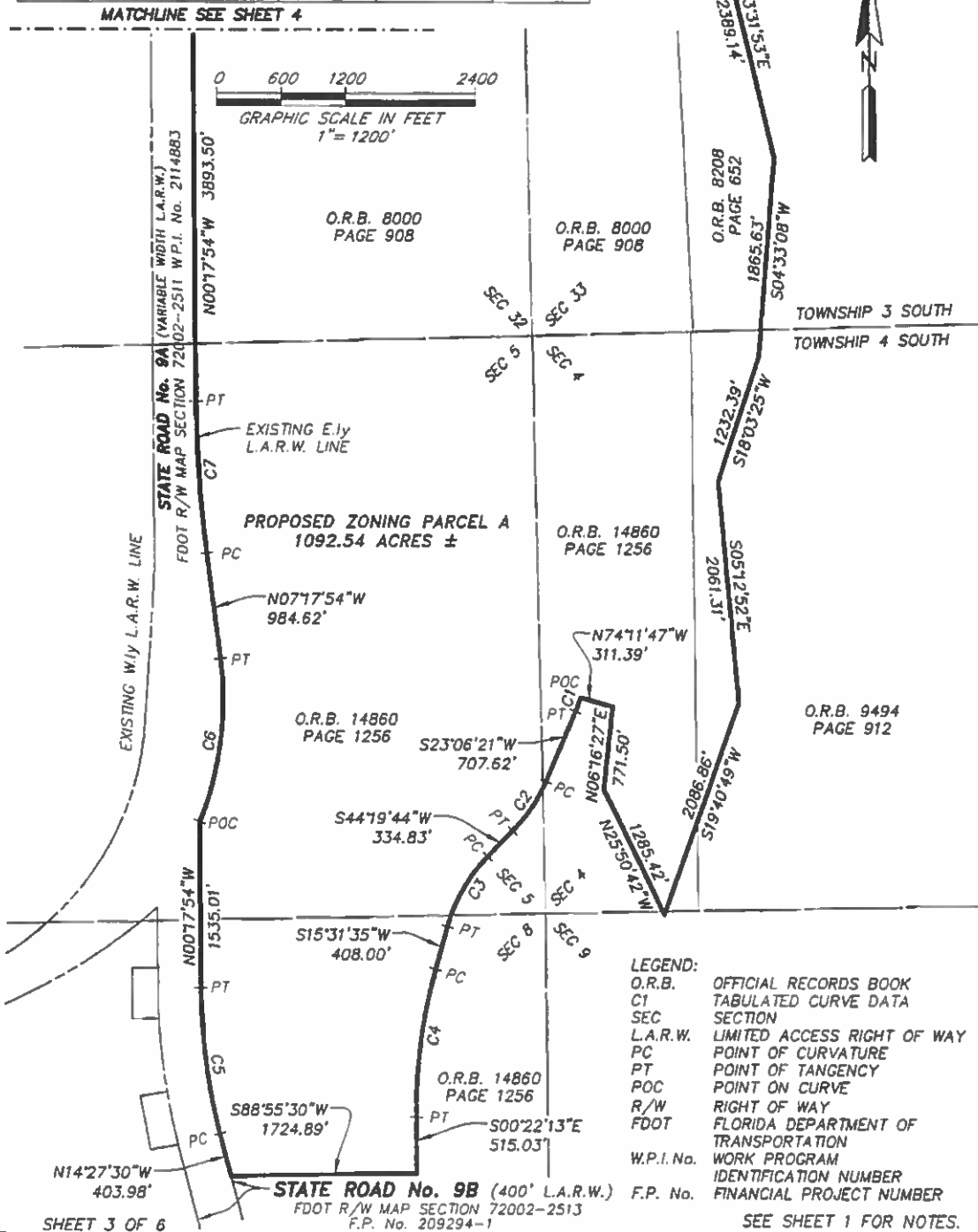


ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No. LB 3624

SCOTT A. GRAHAM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5546

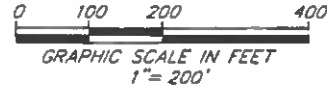
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1250.00'	6°11'21"	135.03'	S20°00'40"W	134.96'
C2	1500.00'	21°7'32"	555.61'	S33°43'02"W	552.44'
C3	1500.00'	28°48'08"	754.04'	S29°55'39"W	746.13'
C4	5000.00'	15°53'48"	1387.25'	S07°34'41"W	1382.80'
C5	5529.58'	14°09'36"	1366.57'	N07°22'42"W	1363.10'
C6	3000.00'	29°31'23"	1545.82'	N07°27'47"E	1528.78'
C7	11600.00'	7°00'00"	1417.21'	N03°47'54"W	1416.33'



A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8000, PAGE 908, OFFICIAL RECORDS BOOK 8208, PAGE 652, OFFICIAL RECORDS BOOK 14860, PAGE 1256, AND OFFICIAL RECORDS BOOK 9494, PAGE 912, ALL OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.

EXISTING EASTERLY L.A.R.W. LINE

SECTION 32
TOWNSHIP 3 SOUTH



O.R.B. 14340
PAGE 1809

O.R.B. 14340
PAGE 1809

S.I.Y. LINE OF
O.R.B. 14340
PAGE 1809

S.I.Y. LINE OF
O.R.B. 14340
PAGE 1809

S89°59'26"E 432.74'

O.R.B. 8000
PAGE 908

PROPOSED ZONING PARCEL A
1092.54 ACRES ±

MATCHLINE SEE SHEET 5

STATE ROAD No. 9A (VARIABLE WIDTH L.A.R.W.)

FOOT R/W MAP SECTION 72002-2511 W.P.I. No. 2114883

N00°17'54"W 3893.50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°15'25"W	36.30'
L2	N20°45'13"W	89.37'
L3	N02°14'31"E	76.89'
L4	N05°05'57"W	76.05'
L5	N06°49'09"E	66.87'
L6	N07°59'28"E	82.84'
L7	N16°34'34"E	50.24'
L8	N68°48'58"E	59.12'
L9	N76°43'46"E	45.45'
L10	S78°23'48"E	52.05'
L11	S39°08'47"E	58.60'
L12	S39°28'45"E	74.97'
L13	S05°56'18"E	68.71'
L14	S26°13'12"W	65.57'
L15	S06°43'08"W	65.84'
L16	S19°43'54"E	70.06'
L17	S85°03'59"E	47.28'
L18	S85°54'54"E	65.61'
L19	N73°03'34"E	72.99'
L20	N80°31'18"E	63.06'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N16°01'47"E	59.50'
L22	N47°16'37"E	59.12'
L23	S80°10'42"E	68.96'
L24	S16°30'35"E	62.48'
L25	S17°56'14"W	59.51'
L26	N89°48'18"W	35.19'
L27	S35°54'27"W	39.94'
L28	S05°38'03"E	63.89'
L29	S55°17'48"E	39.15'
L30	S89°59'26"E	294.87'

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
L1 TABULATED LINE DATA
SEC SECTION
L.A.R.W. LIMITED ACCESS RIGHT OF WAY
R/W RIGHT OF WAY
FDOT FLORIDA DEPARTMENT OF
TRANSPORTATION
W.P.I. No. WORK PROGRAM IDENTIFICATION
NUMBER

MATCHLINE SEE SHEET 3

SHEET 4 OF 6

SEE SHEET 1 FOR NOTES.

PROPOSED ZONING PARCEL A
1092.54 ACRES ±

R.G. SKINNER PARKWAY EXTENSION
(110' R/W)

EXISTING N.W. 1/4 R/W LINE
EXISTING E.W. 1/4 R/W LINE

N.W. 1/4 LINE OF
O.R.B. 14340
PAGE 1809

O.R.B. 14340
PAGE 1809

O.R.B. 14340
PAGE 1809

O.R.B. 14863
PAGE 466

O.R.B. 8000
PAGE 908

SECTION 32
TOWNSHIP 3 SOUTH

S.W. 1/4 LINE OF
O.R.B. 14340
PAGE 1809

EXISTING SOUTHERLY
TERMINUS OF R.G. SKINNER
PARKWAY EXTENSION

S89°59'26"E 2280.15'

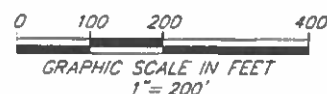
Matchline SEE SHEET 4

Matchline SEE SHEET 6

North Arrow

LINE TABLE		
LINE	BEARING	LENGTH
L30	S89°59'26"E	294.87'
L31	N34°56'34"E	54.72'
L32	N22°07'41"E	59.05'
L33	N10°52'36"E	60.65'
L34	N82°56'19"E	29.72'
L35	N16°06'27"E	39.94'
L36	N72°50'32"W	53.92'
L37	N13°45'11"E	35.39'
L38	N73°39'04"E	46.76'
L39	S48°74'27"E	56.63'
L40	S62°54'37"E	60.74'
L41	N82°34'21"E	69.28'
L42	S42°33'13"E	62.46'
L43	N84°40'50"E	66.44'
L44	N11°76'49"E	57.07'
L45	N09°59'01"E	75.29'
L46	N08°03'20"E	61.18'
L47	S81°39'47"E	86.64'
L48	S85°54'44"E	51.63'
L49	S45°09'13"E	35.48'

LINE TABLE		
LINE	BEARING	LENGTH
L50	N89°59'26"W	70.00'
L51	S00°00'34"W	65.00'
L52	S89°59'26"E	70.00'
L53	S00°00'34"W	107.34
L54	S89°59'26"E	110.00'
L55	S00°00'34"W	145.55'



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
L1 TABULATED LINE DATA
R/W RIGHT OF WAY

ORDER NO.: 13-171.00 FILE NO.: 123A-03.00M DRAWN BY: MOB CAD FILE: I:\Survey\HMA\proj\123a\123a 03 interchange Land\Sketches\ zoning Sketches\zoning Parcel 1.dwg

ON FILE
EXHIBIT "A" 11 OF 26
PAGE 119 OF 166

EXHIBIT "A"

12 OF 26

Parcels (12, 13, 14, 15)

October 9, 2013
Davis 9A/9B
Page 1 of 2

W.O. No.13-171.00
File No. 123A-03.00L

Zoning Parcel B

A portion of Sections 8, 9 and 17, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14860, page 1256, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of said Section 8; thence North 00°34'30" West, along the Easterly line of said Section 8, a distance of 1284.21 feet to the Point of Beginning.

From said Point of Beginning, thence South 16°19'17" West, departing said Easterly line, 1667.05 feet; thence South 56°47'47" West, 1747.63 feet to a point being on the existing Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1, said point being on a curve concave Westerly having a radius of 23118.31 feet; thence Northerly along said existing Easterly limited access right of way line and along the arc of said curve, through a central angle of 03°08'47", an arc length of 1269.50 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 12°14'55" West, 1269.34 feet; thence Northerly departing said existing Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 2906.00 feet, through a central angle of 09°47'27", an arc length of 496.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°48'41" West, 495.98 feet; thence North 01°05'03" East, 632.38 feet to the point of curvature of a curve concave Southeasterly having a radius of 56.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 74°27'27", an arc length of 72.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 38°18'46" East, 67.76 feet; thence North 75°32'30" East, 240.11 feet to the point of curvature of a curve concave Northerly having a radius of 1142.00 feet; thence Easterly along the arc of said curve, through a central angle of 14°54'30", an arc length of 297.15 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 68°05'15" East, 296.31 feet; thence North 29°22'01" West, 284.00 feet to a point on a curve concave Northwesterly having a radius of 858.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 02°53'29", an arc length of 43.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 62°04'44" West, 43.29 feet; thence South 79°24'50" West, 48.54 feet to a point on a curve concave Northerly having a radius of 846.00 feet; thence Westerly along the arc of said curve, through a central angle of 08°51'13", an arc length of

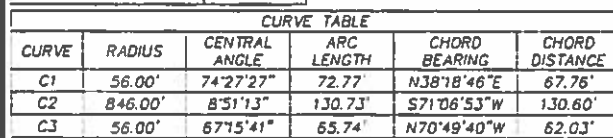
EXHIBIT "A"
13 OF 26

Zoning Parcel B (continued)

130.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 71°06'53" West, 130.60 feet; thence South 75°32'30" West, 273.37 feet to the point of curvature of a curve concave Northerly having a radius of 56.00 feet thence Westerly along the arc of said curve, through a central angle of 67°15'41", an arc length of 65.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 70°49'40" West, 62.03 feet; thence North 37°11'49" West, 190.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 2000.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 21°24'28", an arc length of 747.27 feet to its intersection with said existing Easterly limited access right of way line of State Road No. 9B, said arc being subtended by a chord bearing and distance of North 26°29'35" West, 742.93 feet; thence North 14°27'30" West, along said existing Easterly limited access right of way line, 680.09 feet to a point on a line 300.00 feet North of and parallel with the Southerly line of the North one-half of said Section 8; thence North 88°55'30" East, departing said existing Easterly limited access right of way line and along said parallel line, 1724.89 feet; thence North 00°22'13" West, departing said parallel line, 419.02 feet; thence North 89°37'47" East, 1699.99 feet; thence South 04°56'56" West, 747.73 feet; thence South 16°19'17" West, 1412.42 feet to the Point of Beginning.

Containing 215.23 acres, more or less.

A PORTION OF SECTIONS 8, 9 AND 17, TOWNSHIP 4 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF
THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14860,
PAGE 1256, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE EASTERLY LINE
OF SECTION 8 AS BEING NORTH 00°34'30" WEST.





ROBERT M. ANGAS ASSOCIATES, INC.

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

EXHIBIT "A"

15 OF 26

Parcel (17)

Revised September 25, 2013
Davis 9B Interchange Land
Page 1 of 2

Work Order 13-146.00
File No. 122F-27.00D

Zoning Parcel C

A portion of Sections 8 and 17, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 5829, page 373, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 8; thence North 01°03'14" West, along the Westerly line of said Section 8, a distance of 543.07 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 01°03'14" West, along said Westerly line, 394.75 feet to the Southwest corner of JEA Well Site No. 3, as described and recorded in Official Records Book 12303, page 2322, of said current Public Records; thence along the boundary line of said Well Site No. 3 the following 4 courses: Course 1, thence South 89°58'01" East, departing said Westerly line, 129.90 feet; Course 2, thence North 02°12'30" West, 121.09 feet; Course 3, thence North 18°02'51" West, 83.10 feet; Course 4, thence North 89°58'01" West, 103.17 feet to the Northwestern corner thereof, said corner lying on said Westerly line of Section 8; thence North 01°03'14" West, along said Westerly line, 843.13 feet; thence North 85°20'35" East, departing said Westerly line, 2226.12 feet to a point on a curve concave Westerly having a radius of 2906.00 feet; thence Southerly along the arc of said curve, through a central angle of 03°23'53", an arc length of 172.35 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 02°22'23" East, 172.32 feet; thence South 00°40'27" East, 670.77 feet to the point of curvature of a curve concave Northwesterly having a radius of 56.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 76°12'57", an arc length of 74.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 37°26'01" West, 69.12 feet; thence South 75°32'30" West, 351.18 feet; thence South 14°27'30" East, 284.00 feet; thence North 75°32'30" East, 106.88 feet; thence North 89°02'14" East, 51.42 feet; thence North 75°32'30" East, 202.40 feet to the point of curvature of a curve concave Southerly having a radius of 56.00 feet; thence Easterly along the arc of said curve, through a central angle of 71°14'35", an arc length of 69.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°50'13" East, 65.23 feet; thence South 33°12'56" East, 382.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 2000.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 19°33'20", an arc length of 682.62 feet to a point lying on the Westerly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation Right of Way Map Section 72002-2513,

EXHIBIT "A"
16 OF 26

Work Order 13-146.00
File No. 122F-27.00D

Zoning Parcel C

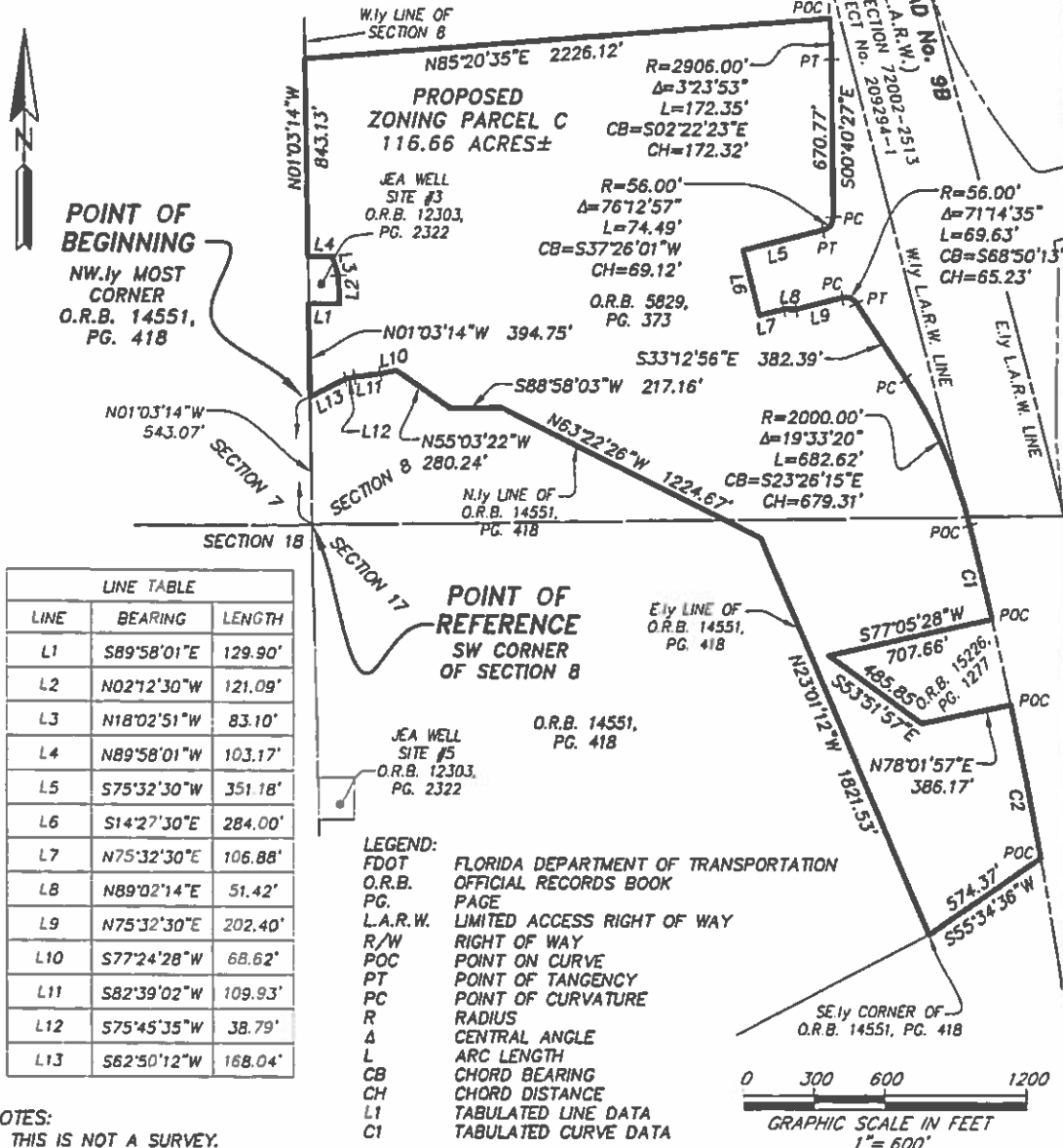
Financial Project No. 209294-1, said arc being subtended by a chord bearing and distance of South 23°26'15" East, 679.31 feet; thence Southerly along said Westerly limited access right of way line and along the arc of a curve concave Westerly having a radius of 22,718.31 feet, through a central angle of 01°02'21", an arc length of 412.09 feet to the Northeast corner of those lands described and recorded in Official Records Book 15226, page 1277, said current Public Records, said arc being subtended by a chord bearing and distance of South 13°25'43" East, 412.08 feet; thence along the boundary line of last said lands the following 3 courses: Course 1, thence South 77°05'28" West, departing said Westerly limited access right of way line, 707.66 feet; Course 2, thence South 53°51'57" East, 485.85 feet; Course 3, thence North 78°01'57" East, 386.17 feet to the Southeasterly corner thereof, said corner lying on said Westerly limited access right of way line of State Road No. 9B; thence Southerly along the arc of a curve concave Westerly having a radius of 22,718.31 feet, through a central angle of 01°39'37", an arc length of 658.34 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 11°08'15" East, 658.32 feet; thence South 55°34'36" West, departing said Westerly limited access right of way line, 574.37 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 14551, page 418, said current Public Records; thence along the Easterly and Northerly lines of last said lands the following 8 courses: Course 1, thence North 23°01'12" West, 1821.53 feet; Course 2, thence North 63°22'26" West, 1224.67 feet; Course 3, thence South 88°58'03" West, 217.16 feet; Course 4, thence North 55°03'22" West, 280.24 feet; Course 5, thence South 77°24'28" West, 68.62 feet; Course 6, thence South 82°39'02" West, 109.93 feet; Course 7, thence South 75°45'35" West, 38.79 feet; Course 8, thence South 62°50'12" West, 168.04 feet to the Northwesterly most corner thereof and the Point of Beginning.

Containing 116.66 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 8 AND 17, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5829, PAGE 373, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	22718.31'	1°02'21"	412.09'	S13°25'43"E	412.08'
C2	22718.31'	1°39'37"	658.34'	S11°08'15"E	658.32'



NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 8 AS BEING NORTH 01°03'14" WEST.

REVISED SEPTEMBER 25, 2013 TO AMEND BOUNDARY AND LEGAL DESCRIPTION.



ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

DATE: AUGUST 7, 2013 SCALE: 1"=600'

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

SCOTT A. GRAHAM
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 5546

EXHIBIT "A"

September 25, 2013
Davis 9A/9B
Page 1 of 2

18 OF 26
Parcel (16)

W.O. No.13-171.00
File No. 123A-03.00K

Zoning Parcel D

A portion of Sections 5 and 8, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 5829, page 373, of the current Public Records of said county, being more particularly described as follows;

For a Point of Reference, commence at the Southwesterly corner of said Section 8; thence North 01°03'14" West, along the Westerly line of said Section 8, a distance of 1980.98 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 01°03'14" West, along said Westerly line, 1029.92 feet to the Southwesterly corner of JEA Well Site No. 2, as described and recorded in Official Records Book 12303, page 2322 of said current Public Records; thence along the boundary line of said Well Site No. 2, the following 8 courses: Course 1, thence North 34°11'18" East, departing said Westerly line of Section 8, a distance of 69.35 feet; Course 2, thence North 12°40'01" East, 105.15 feet; Course 3, thence North 11°37'44" East, 107.40 feet; Course 4, thence North 05°21'41" East, 109.01 feet; Course 5, thence North 03°28'05" East, 151.13 feet; Course 6, thence North 27°50'53" West, 25.22 feet; Course 7, thence North 86°34'17" West, 84.73 feet; Course 8, thence South 51°55'03" West, 21.04 feet to a point on said Westerly line of Section 8; thence North 01°03'14" West, along said Westerly line, 565.35 feet to the Southwest corner of JEA Well Site No. 1, as described and recorded in said Official Records Book 12303, page 2322; thence North 45°00'00" East, along the Easterly line of said JEA Well Site No.1, a distance of 197.78 feet; thence North 15°00'00" East, continuing along said Easterly line, 262.97 feet to the Northeasterly corner of said JEA Well Site No. 1, said point being on the existing Southeasterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation map Section 72002-2511, Work Program Identification Number 2114883; thence North 66°06'44" East, along said existing Southeasterly limited access right of way line, 188.26 feet to the point of curvature of a curve concave Northwesterly, having a radius of 5729.58 feet; thence Northeasterly, continuing along said existing Southeasterly right of way line and along the arc of said curve, through a central angle of 17°02'38", an arc length of 1704.38 feet to a point of intersection with the existing Westerly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way line as per Florida Department of Transportation map Section 72002-2513 Financial Project No. 209294-1, said arc being subtended by a chord bearing and distance of North 57°35'25" East, 1698.10 feet; thence South 00°17'54" East, along said existing Westerly limited access right of way line, 557.27 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 15226, page 1277 of said

EXHIBIT "A"
19 OF 26

W.O. No.13-171.00
File No. 123A-03.00K

Zoning Parcel D

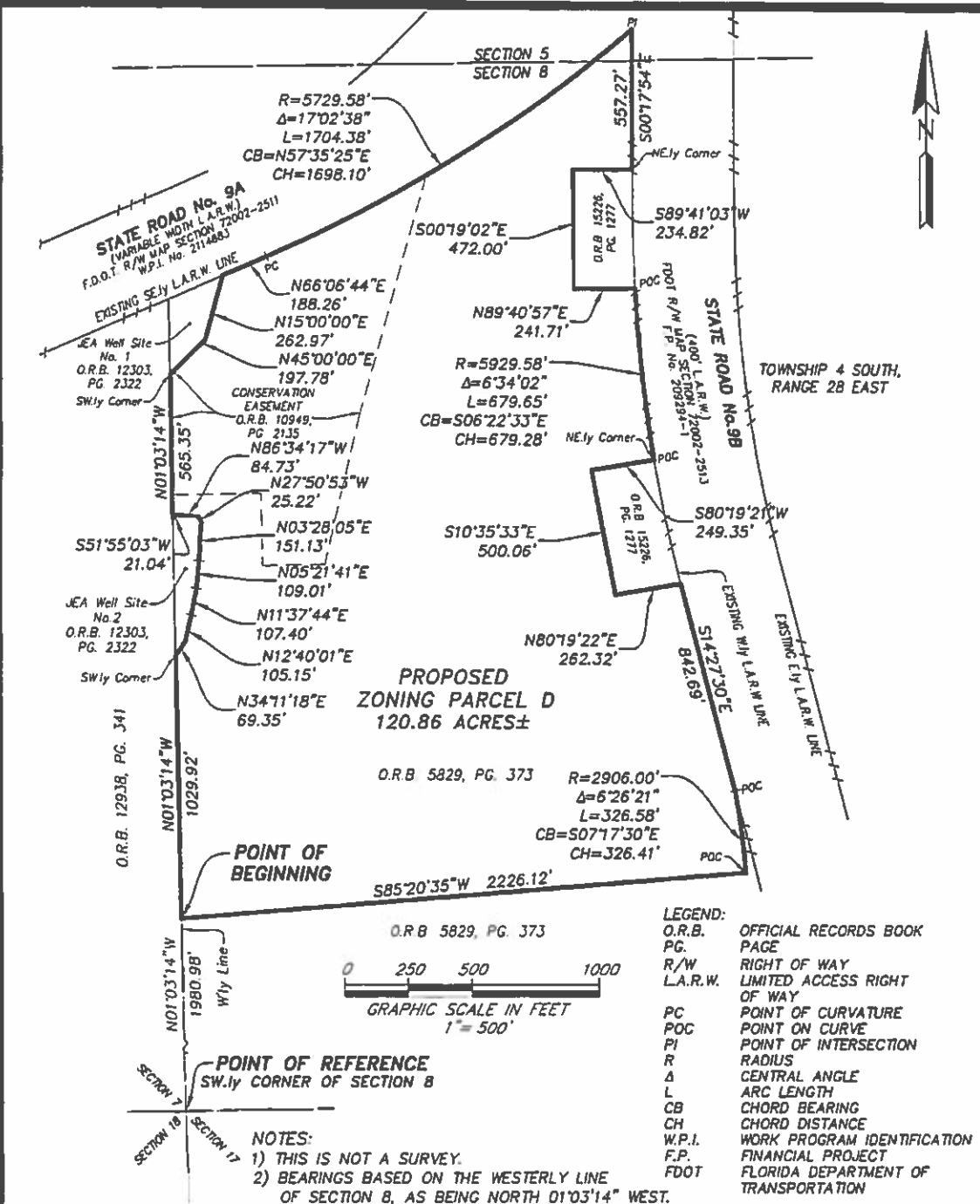
current Public Records; thence along the boundary line of said lands the following 3 courses: Course 1, thence South 89°41'03" West, 234.82 feet; Course 2, thence South 00°19'02" East, 472.00 feet; Course 3, thence North 89°40'57" East, 241.71 feet to a point on a non-tangent curve concave Easterly having a radius of 5929.58 feet, said point also being on said existing Westerly limited access right of way line of State Road No. 9B; thence Southerly along the arc of said curve and along said existing Westerly limited access right of way line, through a central angle of 06°34'02", an arc length of 679.65 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 15226, page 1277 of said current Public Records, said arc being subtended by a chord bearing and distance of South 06°22'33" East, 679.28 feet; thence along the boundary line of said lands the following 3 courses: Course 1, thence South 80°19'21" West, 249.35 feet; Course 2, thence South 10°35'33" East, 500.06 feet; Course 3, thence North 80°19'22" East, 262.32 feet to a point on said existing Westerly limited access right of way line of State Road No. 9B; thence South 14°27'30" East, 842.69 feet, along said existing Westerly limited access right of way line to a point on a non-tangent curve concave Westerly having a radius of 2906.00 feet; thence Southerly departing said existing Westerly limited access right of way line and along the arc of said curve, through a central angle of 06°26'21", an arc length of 326.58 feet to a point on a non-tangent line, said arc being subtended by a chord bearing and distance of South 07°17'30" East, 326.41 feet; thence South 85°20'35" West, along said non-tangent line, 2226.12 feet to the Point of Beginning.

Containing 120.86 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5829, PAGE 373, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL. 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No. LB 3624

DATE: SEPTEMBER 25, 2013

SCALE: 1"=500'

SCOTT A. GRAHAM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5546



ROBERT M. ANGAS ASSOCIATES, INC.

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

EXHIBIT "A"

21 OF 26

(Parcel 1)

October 4, 2013

Davis 9A/9B

Page 1 of 3

W.O. No.13-171.00

File No. 123A-03.00N

Zoning Parcel E

A portion of Section 32, Township 3 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 8000, page 908, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 32; thence South $89^{\circ}26'55''$ West, along the North line of said Section 32, a distance of 1455.76 feet to the Southwest corner of the plat of Sweetwater by Del Webb Phase One, according to the plat thereof, recorded in Plat Book 57, page 83, of said current Public Records; thence South $89^{\circ}26'55''$ West, continuing along said North line of Section 32, a distance of 1582.58 feet to a point on the existing Easterly limited access right of way line of State Road No. 9A, a 400 foot right of way as shown on Florida Department of Transportation right of way map Section 72002-2511, W.P.I. No. 2114883, said point also being on the existing Westerly right of way line of R.G. Skinner Parkway Extension, a 110 foot right of way according to the plat thereof as recorded in Plat Book 65, page 118, of said current Public Records and a point on a curve concave Northeasterly, having a radius of 300.00 feet; thence Southeasterly along said existing Westerly right of way line of R.G. Skinner Parkway Extension and the arc of said curve, through a central angle of $43^{\circ}17'06''$, an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $21^{\circ}56'27''$ East, 221.29 feet; thence South $43^{\circ}35'00''$ East, along said existing Westerly right of way line, 446.83 feet to the point of curvature of a curve concave Northeasterly, having a radius of 600.00 feet; thence Southeasterly along said existing Westerly right of way line and the arc of said curve, through a central angle of $25^{\circ}15'01''$, an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $56^{\circ}12'31''$ East, 262.29 feet; thence South $68^{\circ}50'01''$ East, continuing along said existing Westerly right of way line, 263.07 feet to the Point of Beginning.

From said Point of Beginning, continuing along said existing Westerly right of way line the following five courses: Course 1, thence South $68^{\circ}50'01''$ East, 483.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 975.00 feet;

EXHIBIT "A"
22 OF 26

Zoning Parcel E (continued)

Course 2, thence Southeasterly along the arc of said curve, through a central angle of 40°54'44", an arc length of 696.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 48°22'39" East, 681.51 feet; Course 3, thence South 27°55'17" East, 64.52 feet to the point of curvature of a curve concave Westerly having a radius of 300.00 feet; Course 4, thence southerly along the arc of said curve, through a central angle of 27°55'51", an arc length of 146.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 13°57'22" East, 144.80 feet; Course 5, thence South 00°00'34" West, 34.12 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 14863, page 466, of said current Public Records; thence North 45°09'13" West, departing said existing Westerly right of way line, 35.48 feet; thence North 02°12'11" East, 41.80 feet; thence North 26°06'15" West, 32.51 feet; thence North 24°46'40" West, 56.39 feet; thence North 13°07'44" West, 44.38 feet; thence North 59°04'18" West, 52.23 feet; thence North 40°20'23" West, 57.10 feet; thence North 14°36'39" West, 42.26 feet; thence North 19°52'56" East, 39.91 feet; thence North 45°25'16" West, 54.76 feet; thence North 71°57'16" West, 51.30 feet; thence South 01°48'23" West, 43.34 feet; thence South 42°18'11" East, 56.04 feet; thence South 36°08'27" West, 68.81 feet; thence South 25°14'24" West, 59.38 feet; thence South 05°06'56" West, 69.39 feet; thence South 35°50'17" West, 30.71 feet; thence South 85°04'13" West, 33.16 feet; thence North 78°17'09" West, 69.51 feet; thence South 76°54'19" West, 50.12 feet; thence North 78°01'28" West, 36.71 feet; thence South 41°44'07" West, 55.91 feet; thence South 17°44'41" West, 38.19 feet; thence South 57°17'36" West, 58.75 feet; thence North 80°17'39" West, 50.60 feet; thence North 75°57'31" West, 33.30 feet; thence North 07°41'54" West, 90.90 feet; thence North 29°03'41" West, 51.97 feet; thence North 08°09'16" East, 60.88 feet; thence North 38°52'42" East, 48.46 feet; thence North 04°06'11" West, 57.55 feet; thence North 48°06'29" West, 55.42 feet; thence North 14°50'50" West, 56.43 feet; thence North 67°21'23" West, 54.16 feet; thence South 88°38'44" West, 49.62 feet; thence South 50°00'38" West, 57.16 feet; thence South 46°31'57" West, 62.01 feet; thence South 39°25'04" East, 59.68 feet; thence South 00°26'34" East, 52.95 feet; thence South 68°09'16" West, 90.76 feet; thence North 41°27'00" West, 50.99 feet; thence North 44°57'44" West, 51.37 feet; thence South 65°14'07" West, 63.44 feet; thence South 51°47'07" West, 59.88 feet; thence South 73°27'14" West, 68.75 feet; thence North 72°15'25" West, 65.91 feet; thence North 42°29'27" West, 63.28 feet; thence North 35°00'24" West, 50.94 feet; thence North 81°52'44" West, 73.42 feet; thence North 00°24'25" West, 68.26 feet; thence South 84°25'00" East, 84.95 feet; thence North 23°19'42" East, 58.13 feet; thence North 18°07'14" East, 49.93 feet; thence North 16°44'01" East, 33.11 feet; thence North 13°05'33" West, 42.42 feet; thence North 12°02'36" West, 52.58 feet; thence North 37°46'20" East, 47.85 feet; thence North 60°24'13" East, 59.40 feet; thence North 44°25'16" East, 53.99 feet; thence

October 4, 2013
Davis 9A/9B
Page 3 of 3

EXHIBIT "A"
23 OF 26

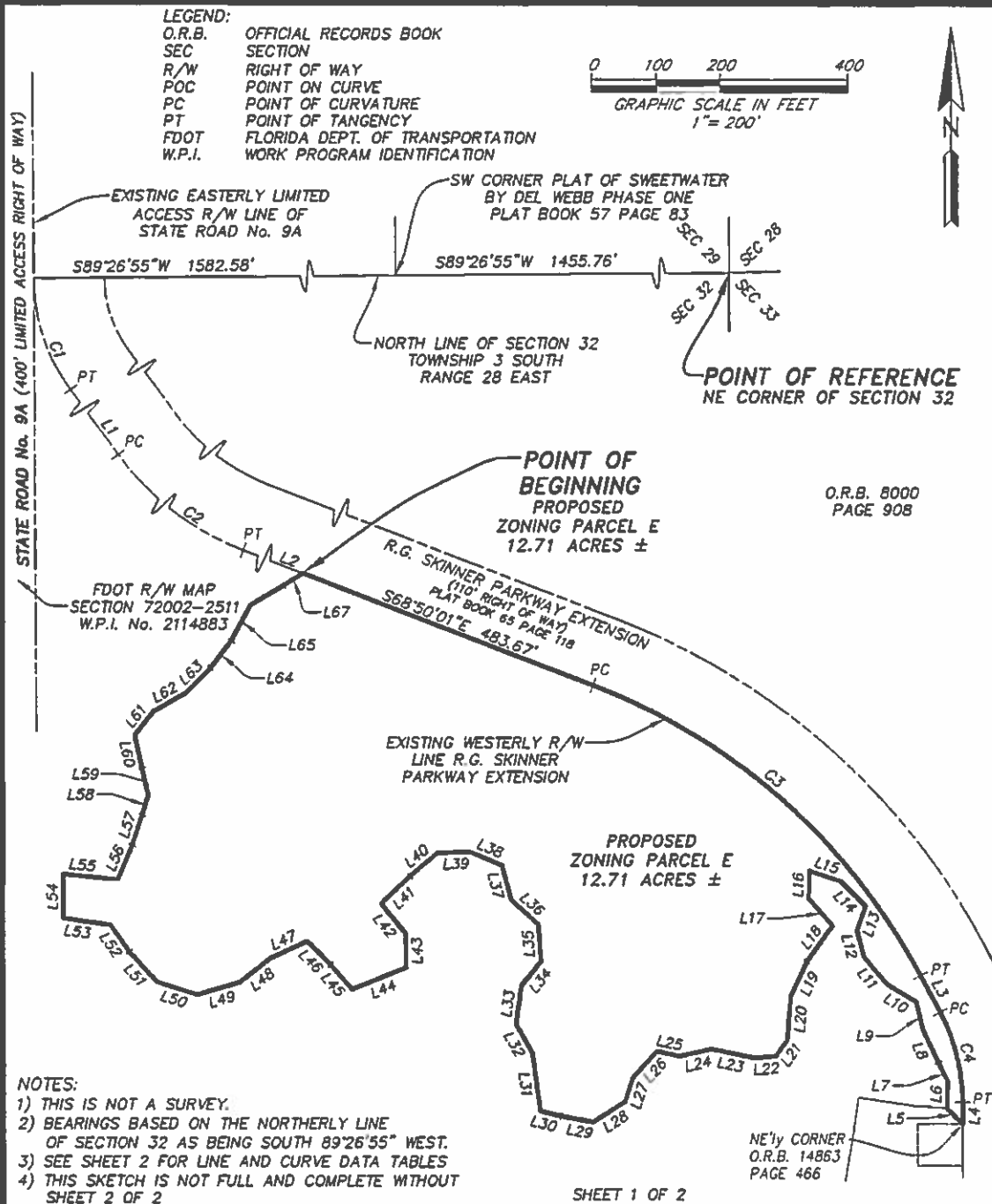
W.O. No.13-171.00
File No. 123A-03.00N

Zoning Parcel E (continued)

North 36°12'31" East, 52.77 feet; thence North 28°07'37" East, 63.38 feet; thence North 59°53'26" East, 60.77 feet; thence North 56°47'19" East, 34.93 feet to the Point of Beginning.

Containing 12.71 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 28 EAST,
DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8000,
PAGE 908, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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

DATE: SEPTEMBER 17, 2013 SCALE: 1"=200'

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

SCOTT A. GRAHAM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5546

EXHIBIT "A"

25 OF 26

September 9, 2013
Davis 9A/9B

W.O. No.13-171.00
File No. 123A-03.00J

Zoning Parcel 11

A portion of Sections 4, 5, 8 and 9, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 14860, page 1256, of the current Public Records of said county, being more particularly described as follows;

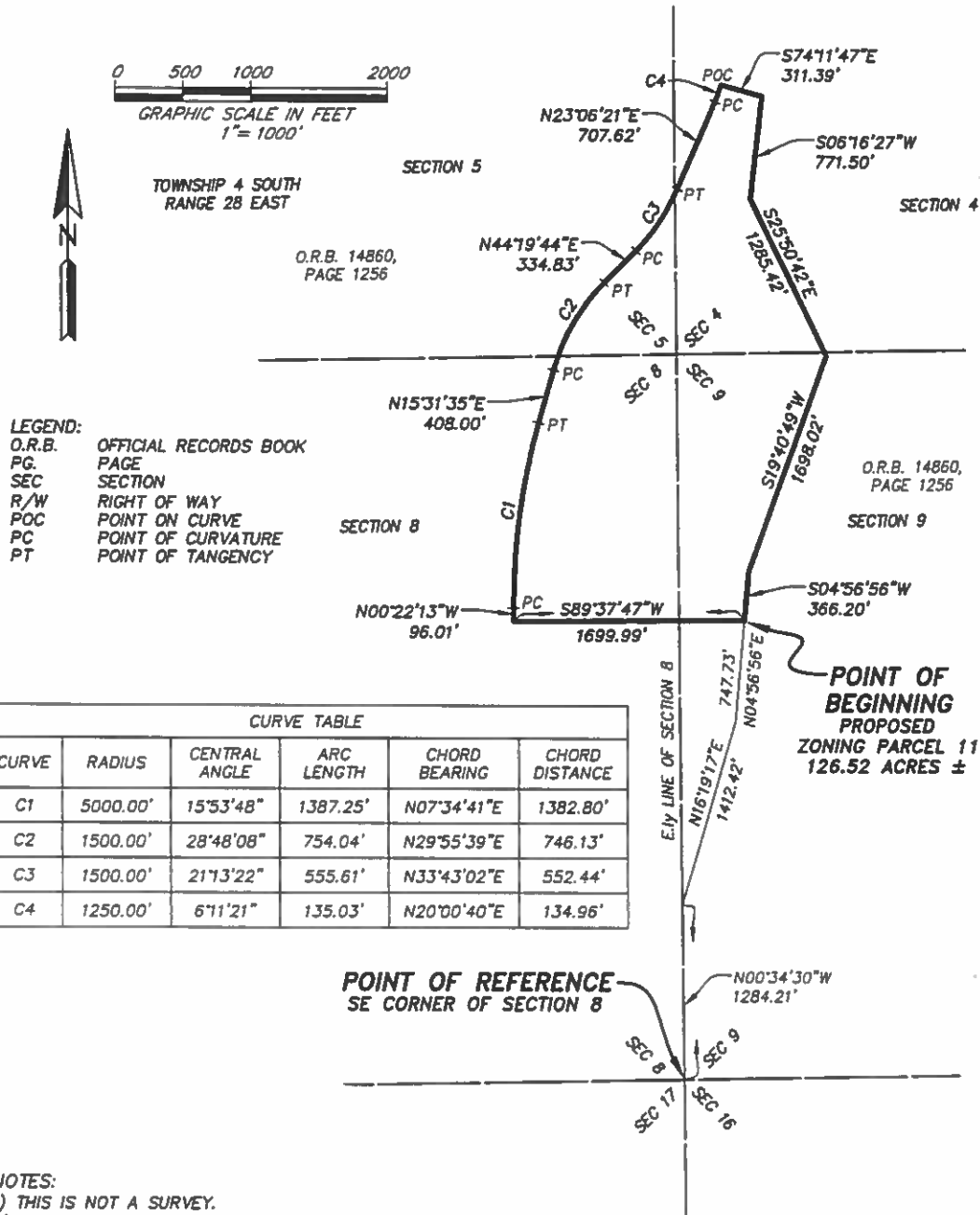
For a Point of Reference, commence at the Southeast corner of said Section 8; thence North 00°34'30" West, along the Easterly line of said Section 8, a distance of 1284.21 feet; thence North 16°19'17" East, departing said Easterly line, 1412.42 feet; thence North 04°56'56" East, 747.73 feet to the Point of Beginning.

From said Point of Beginning; thence South 89°37'47" West, 1699.99 feet; thence North 00°22'13" West, 96.01 feet to the point of curvature of a curve concave Easterly having a radius of 5000.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°53'48", an arc length of 1387.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°34'41" East, 1382.80 feet; thence North 15°31'35" East, 408.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 1500.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 28°48'08", an arc length of 754.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29°55'39" East, 746.13 feet; thence North 44°19'44" East, 334.83 feet to the point of curvature of a curve concave Northwesterly having a radius of 1500.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 21°13'22", an arc length of 555.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33°43'02" East, 552.44 feet; thence North 23°06'21" East, 707.62 feet to the point of curvature of a curve concave Westerly having a radius of 1250.00 feet; thence Northerly along the arc of said curve, through a central angle of 06°11'21", an arc length of 135.03 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 20°00'40" East, 134.96 feet; thence South 74°11'47" East, 311.39 feet; thence South 06°16'27" West, 771.50 feet; thence South 25°50'42" East, 1285.42 feet; thence South 19°40'49" West, 1698.02 feet; thence South 04°56'56" West, 366.20 feet to the Point of Beginning.

Containing 126.52 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 14860, PAGE 1256, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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

DATE: SEPTEMBER 9, 2013 SCALE: 1"=1000'

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

SCOTT A. GRAHAM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 5546

EXHIBIT "B"
1 OF 2
PHASING AND PROJECTED FLOW TABLE

	Phase	Water		Wastewater		Reuse	
		ADF* (GPD)	ADF* (GPD) (Cumulative)	ADF* (GPD)	ADF* (GPD) (Cumulative)	ADF* (GPD)	ADF* (GPD) (Cumulative)
Phase 1	2017	53,200	53,200	53,200	53,200	114,000	114,000
	2018	53,200	106,400	53,200	106,400	114,000	228,000
	2019	52,920	159,320	52,920	159,320	113,400	341,400
	2020	160,586	319,906	160,586	319,906	100,260	441,660
	2021	47,586	367,491	47,586	367,491	100,260	541,920
	2022	47,586	415,077	47,586	415,077	100,260	642,180
	2023	47,586	462,663	47,586	462,663	100,260	742,440
	2024	47,586	510,248	47,586	510,248	100,260	842,700
	2025	144,086	654,334	144,086	654,334	100,260	942,960
Phase 2	2026	46,186	700,520	46,186	700,520	97,260	1,040,220
	2027	6,986	707,505	6,986	707,505	13,260	1,053,480
	2028	6,986	714,491	6,986	714,491	13,260	1,066,740
	2029	6,986	721,477	6,986	721,477	13,260	1,080,000
	2030	119,986	841,462	119,986	841,462	13,260	1,093,260
	2031	6,986	848,448	6,986	848,448	13,260	1,106,520
	2032	6,986	855,433	6,986	855,433	13,260	1,119,780
	2033	6,986	862,419	6,986	862,419	13,260	1,133,040
	2034	6,986	869,405	6,986	869,405	13,260	1,146,300
	2035	103,486	972,890	103,486	972,890	13,260	1,159,560
	2036	6,986	979,876	6,986	979,876	13,260	1,172,820
	2037	6,986	986,862	6,986	986,862	13,260	1,186,080
	2038	6,986	993,847	6,986	993,847	13,260	1,199,340
	2039	6,986	1,000,833	6,986	1,000,833	13,377	1,212,717

* ADF - Average Daily Flow

Water/Wastewater Demand Notes

1. Single family demand = 280 GPD
2. Multi-family demand = 250 GPD
3. Commercial/office demand = 0.15 GPD/SF
4. Hotel/ALF demand = 110 GPD/room
5. Industrial demand = 0.03 GPD/SF

Reuse Demand Notes

1. Single family demand = 600 GPD
2. All other land use demand = 3,900 GPD/Irr. Acre

*Connection to 8" force main is limited to 400 residential lots

EXHIBIT "B"
2 OF 2

PHASING AND PROJECTED FLOW TABLE - DEVELOPMENT DETAILS

	Single Family Homes	Single Family Homes (Cumulative)	Multi-family Homes	Multi-family Homes (Cumulative)	Commercial/ Office (SF)	Commercial/ Office (SF) (Cumulative)	Hotel /ALF (Room)	Hotel /ALF (Room) (Cumulative)	Industrial (SF)	Industrial (SF) (Cumulative)	Water Demand (GPD) (Cumulative)	Waste Water Flow (GPD) (Cumulative)	Reuse Irrigated Area (Ac.)	Reuse Irrigated Area (Ac.) (Cumulative)	Reuse Demand (GPD) (Cumulative)
2017	190	190									53,700	53,700			114,000
2018	190	380									106,400	106,400			228,000
2019	189	569									159,320	159,320			341,400
2020	145	714	386	386	40,232	40,232	150	150	31,695	31,695	319,906	319,906	3.40	3.40	441,660
2021	145	859			40,232	80,464			31,695	63,390	367,491	367,491	3.40	6.80	541,920
2022	145	1,004			40,232	120,696			31,695	95,085	415,077	415,077	3.40	10.20	642,180
2023	145	1,149			40,232	160,928			31,695	126,780	462,663	462,663	3.40	13.60	742,440
2024	145	1,294			40,232	201,160			31,695	158,475	510,248	510,248	3.40	17.00	842,700
2025	145	1,439	386	772	40,232	241,392			31,695	190,170	654,334	654,334	3.40	20.40	942,960
2026	140	1,579			40,232	281,624			31,695	221,865	700,520	700,520	3.40	23.80	1,040,220
2027					40,232	321,856			31,695	253,560	707,505	707,505	3.40	27.20	1,053,480
2028					40,232	362,088			31,695	285,255	714,491	714,491	3.40	30.60	1,066,740
2029					40,232	402,320			31,695	316,950	721,477	721,477	3.40	34.00	1,080,000
2030			386	1,158	40,232	442,552	150	300	31,695	348,645	841,462	841,462	3.40	37.40	1,093,260
2031					40,232	482,784			31,695	380,340	848,448	848,448	3.40	40.80	1,106,520
2032					40,232	523,016			31,695	412,035	855,433	855,433	3.40	44.20	1,119,780
2033					40,232	563,248			31,695	443,730	862,419	862,419	3.40	47.60	1,133,040
2034					40,232	603,480			31,695	475,425	869,405	869,405	3.40	51.00	1,146,300
2035			386	1,544	40,232	643,712			31,695	507,120	972,890	972,890	3.40	54.40	1,159,560
2036					40,232	683,944			31,695	538,815	979,876	979,876	3.40	57.80	1,172,820
2037					40,232	724,176			31,695	570,510	986,862	986,862	3.40	61.20	1,186,080
2038					40,232	764,408			31,695	602,205	993,847	993,847	3.40	64.60	1,199,340
2039					40,232	804,640			31,695	633,900	1,000,833	1,000,833	3.43	68.03	1,212,717
TOTAL	1,579	1,579	1,544	1,544	804,640	804,640	300	300	633,900	633,900	1,000,833	1,000,833	66.03	68.03	1,212,717

Phase 1

Phase 2

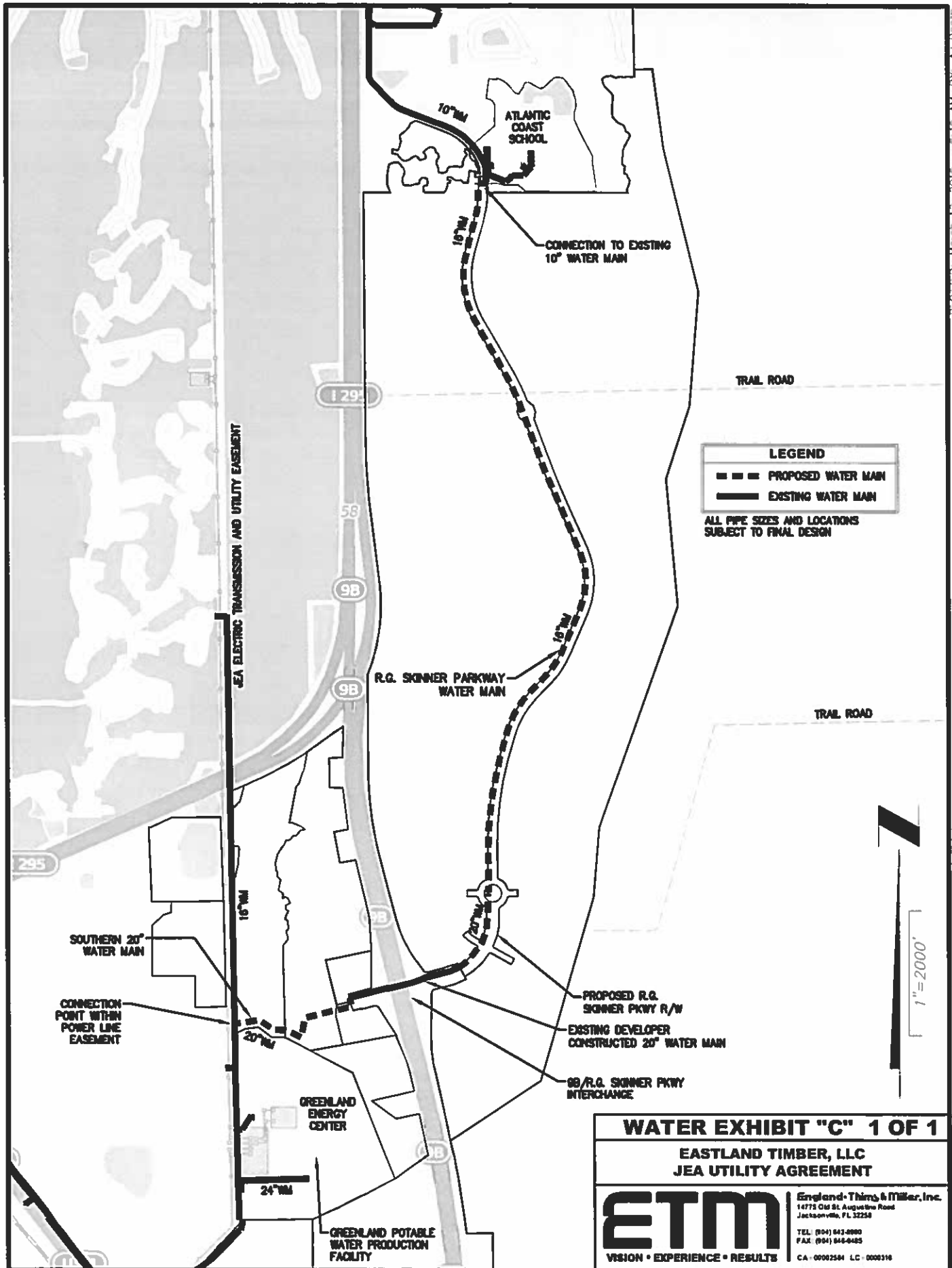
Water/Wastewater Demand Notes

1. Single family demand = 280 GPD
2. Multi-family demand = 100 GPD/Bedroom
3. Average 2.5 Bedrooms per Multi-family Home
4. Commercial/office demand = 0.15 GPD/SF
5. Hotel/ALF demand = 110 GPD/room
6. Industrial demand = 0.03 GPD/SF

Reuse Demand Notes:

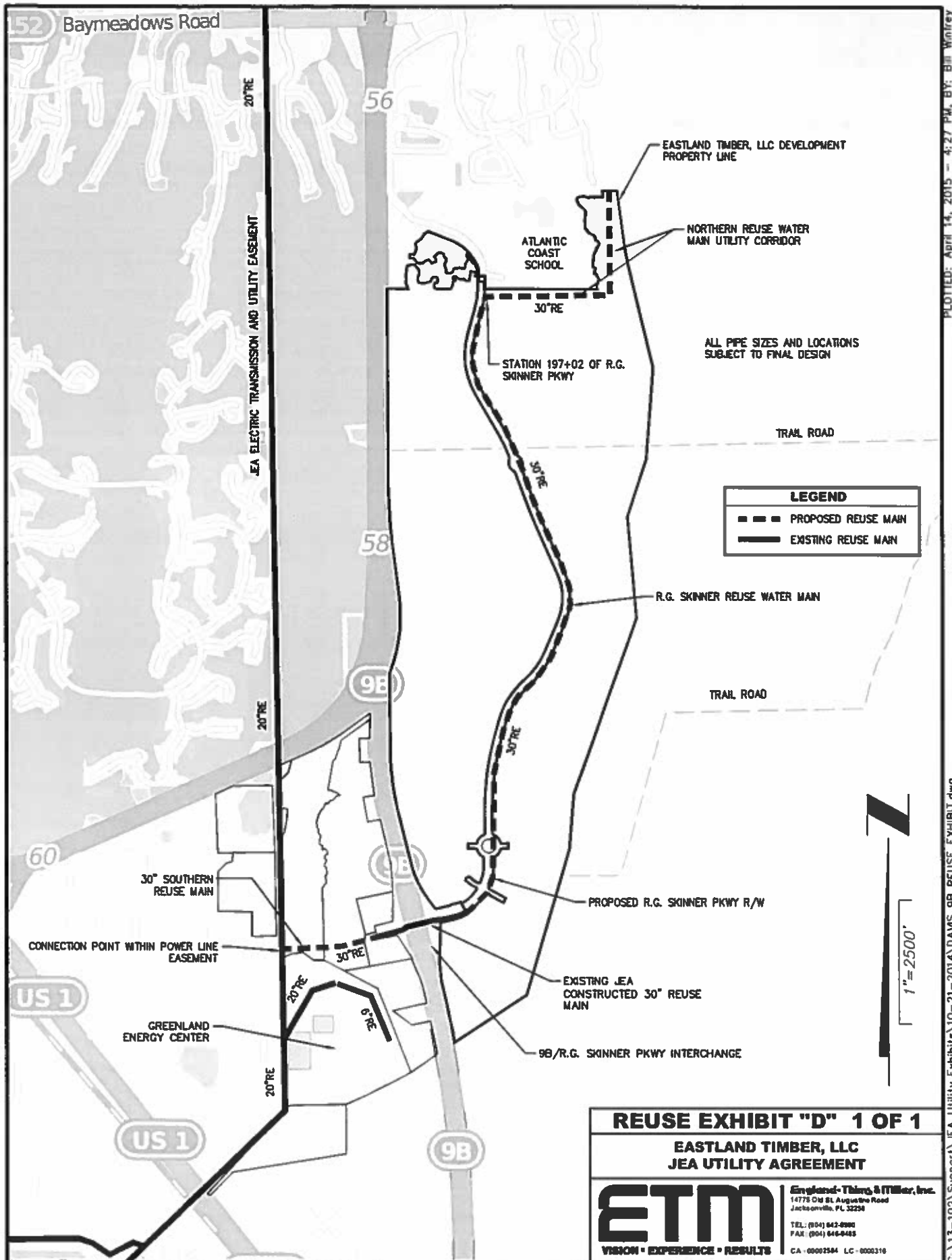
1. Single family demand = 600 GPD
2. All other land use demand = 3,900 GPD/Irr. Acre

*Connection to 8" force main is limited to 400 residential lots



PLOTTED March 12, 2015 - 8:15 AM, BY: AJ Booth

G:\13-102\Support\JEA Utility Exhibits\10-21-2014\DAVIS 9B WATER EXHIBIT.DWG



PLOTTED: April 14, 2015 - 4:27 PM, BY: Bill Winfrey

G:\13-102\Support\JEA Utility Exhibits\10-21-2014\DAVIS 9B REUSE EXHIBIT.dwg

EXHIBIT "F"

1 OF 2

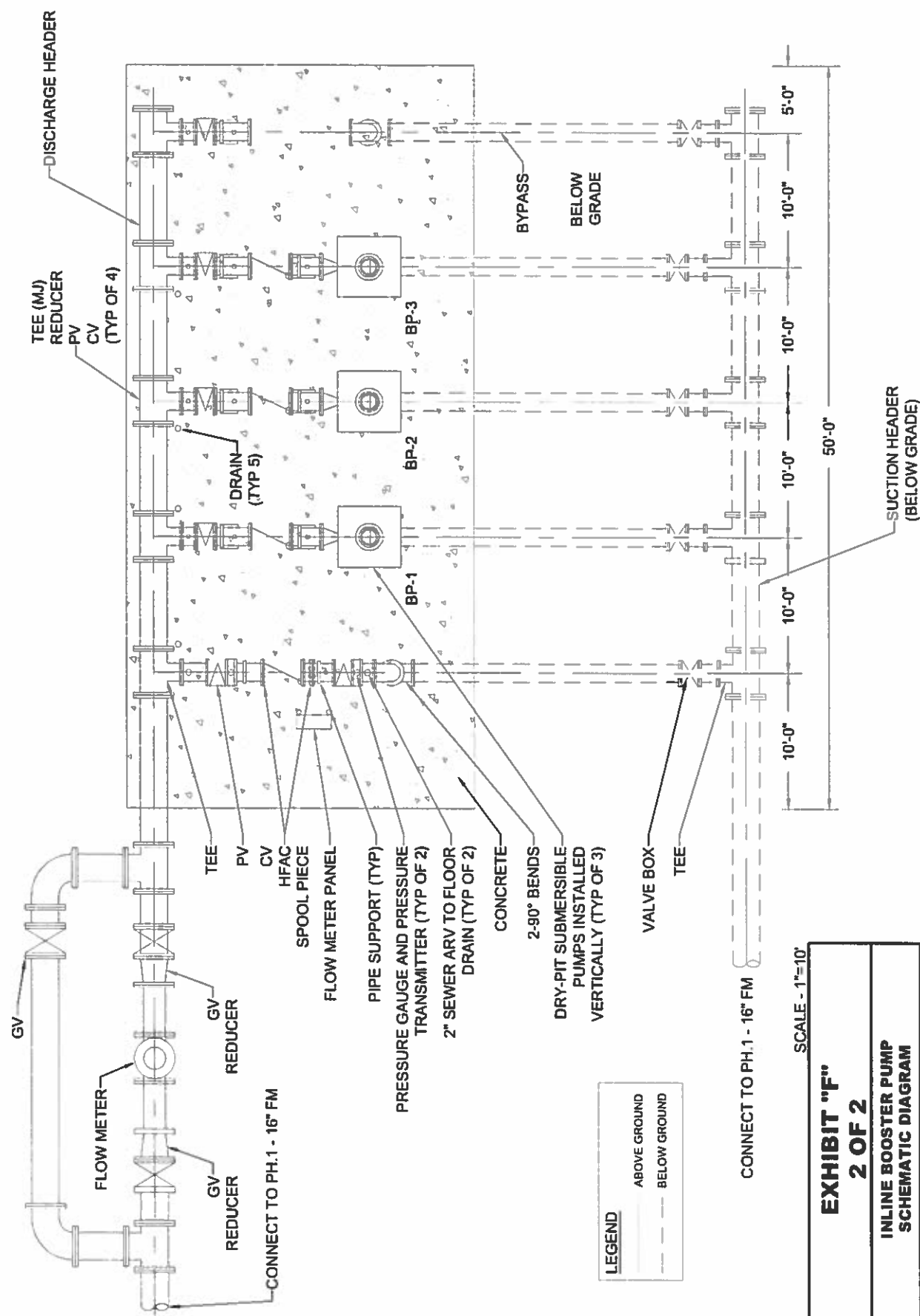
INLINE BOOSTER PUMP STATION

BASIS OF DESIGN CRITERIA

Below are the general specifications for the inline booster pump station based on preliminary design calculations coordinated with JEA.

1. Three (3) pumps shall be installed to meet design flows.
2. This inline booster station is projected to be an interim facility with pump sizes between 75 hp and 100 hp. As such, no prefabricated building for electrical, controls, and SCADA equipment will be required.
3. No odor control or provision for odor control will be provided as per JEA W&S Standards, Section 433, III.6.3 (not required for inline booster station).
4. Generator set with automatic transfer switch and fuel storage tank will be provided as per JEA W&S Standards, Section 433, III.6.2.3.
5. Suction and discharge piping to be stainless steel. All other piping shall be PVC.
6. Air release valves (ARV) shall be provided on pump discharge piping.
7. ARVs and piping shall be stainless steel. No vault will be required.
8. By-pass with isolation and check valves will be provided.
9. Above ground valves shall be plug valves. Underground valves shall be gate valves
10. Pump out shall be provided with 6-inch male camlocks.
11. Non-structural concrete slab will be provided around pumps and piping. No building canopy or super structure over pumps.
12. Access shall be provided from the Greenland Energy Site via stabilized drive.
13. No landscape or irrigation shall be required by JEA.

Note: The inline booster pump station shall be designed and built in accordance with the manuals and the criteria and schematic drawing set forth in this Exhibit "F". If there is a conflict between the manuals and the criteria, the criteria in this exhibit shall control.



NOTE: THIS IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED IN-LINE BOOSTER PUMP STATION. FINAL APPROVAL IS SUBJECT TO THE REVIEW OF THE PLANS AND CALCULATIONS BY JEA.

SCALE - 1"=10'

EXHIBIT "F"
2 OF 2

**INLINE BOOSTER PUMP
SCHEMATIC DIAGRAM**

Engineering & Thermo, & Miller, Inc.
10000 E. 1st Avenue, Suite 100
Denver, CO 80231
TEL: (303) 444-4444
FAX: (303) 444-4445
CA - 00000004 LG - 00000016





ELECTRIC

WATER

SEWER

RECLAIMED

21 West Church Street
Jacksonville, Florida 32202-3139

Martin T.J. Brenny
Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West
Jacksonville, Florida, 32258

January 19, 2018

Project Name: Toll Brothers E-Town Subdivision
Availability#: 2017-2568

Dear Mr/Mrs Martin T.J. Brenny,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

Point of Connection:

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on jea.com.

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at the subsequent link, [JEA Stages of a Project](#) or by following the steps below:

- ⇒ Visit www.jea.com
- ⇒ Select Working with JEA
- ⇒ Select Stages of a Project

Sincerely,

Mollie Price
Water/Wastewater System Planning
(904) 665-7710



21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC

WATER

SEWER

RECLAIMED

Availability#: 2017-2568
Request Received On: 12/13/2017
Availability Response: 1/19/2018
Prepared by: Mollie Price

Project Information

Name: Toll Brothers E-Town Subdivision
Type: Single Family
Requested Flow: 39,900 gpd
Location: Project is located off of the R.G Skinner Parkway proposed extension.
Parcel ID No.: 167778 0300
Description: 114 Single Family Residential Units. Project would connect to the proposed utility extensions.

Potable Water Connection

Water Treatment Grid: SOUTH GRID
Connection Point #1: Proposed 16-in watermain on RG Skinner Parkway at approx. STA 160+00 based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA
Special Conditions: Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Fire protection needs to be addressed. For the estimated cost of connecting to the JEA system, please email specialestimates@jea.com. Copies of As-Built records can be requested from JEA As-Built & Record section at 665-4403.

Sewer Connection

Sewer Treatment Plant: ARLINGTON EAST
Connection Point #1: Proposed 12-in forcemain on RG Skinner Parkway at approx. STA 160+00 based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA
Special Conditions: Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, JEA owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). For force main connection conditions, please email fmconnections@jea.com referencing this availability letter. Connection to the proposed POC is contingent upon inspection and acceptance of the mains by JEA.

Reclaimed Water Connection

Sewer Region/Plant: South Grid
Connection Point #1: Proposed 30-in reclaimed watermain on RG Skinner Parkway at approx. STA 160+00 based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA

Special Conditions:

Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Reclaimed water shall be used for irrigation. For the estimated cost of connecting to the JEA system, please email specialestimates@jea.com. Copies of As-Built records can be requested from JEA As-Built & Record section at 665-4403.

General Comments:

Electric Availability: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations.



ELECTRIC

WATER

SEWER

RECLAIMED

21 West Church Street
Jacksonville, Florida 32202-3139

Paul Talbert
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida, 32258

January 19, 2018

Project Name: Cypress Bluff Subdivision(2014-0277)
Availability#: 2018-0137

Dear Mr/Mrs Paul Talbert,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire one year from the date above.

Point of Connection:

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions.

Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on jea.com.

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at the subsequent link, [JEA Stages of a Project](#) or by following the steps below:

- ⇒ Visit www.jea.com
- ⇒ Select Working with JEA
- ⇒ Select Stages of a Project

Sincerely,

Mollie Price
Water/Wastewater System Planning
(904) 665-7710



21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC

WATER

SEWER

RECLAIMED

Availability#: 2018-0137
Request Received On: 1/17/2018
Availability Response: 1/19/2018
Prepared by: Mollie Price

Project Information

Name: Cypress Bluff Subdivision(2014-0277)
Type: Single Family
Requested Flow: 77,700 gpd
Location: SR 9B @ R.G. Skinner Parkway
Parcel ID No.: 167779-0025
Description: Proposed 222 Single Family Homes

Potable Water Connection

Water Treatment Grid: SOUTH GRID
Connection Point #1: Proposed 16-in watermain on RG Skinner Parkway based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA
Special Conditions: Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Fire protection needs to be addressed. For the estimated cost of connecting to the JEA system, please email specialestimates@jea.com. Copies of As-Built records can be requested from JEA As-Built & Record section at 665-4403.

Sewer Connection

Sewer Treatment Plant: ARLINGTON EAST
Connection Point #1: Proposed 12-in forcemain on RG Skinner Parkway based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA
Special Conditions: Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, JEA owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). For force main connection conditions, please email fmconnections@jea.com referencing this availability letter. Connection to the proposed POC is contingent upon inspection and acceptance of the mains by JEA.

Reclaimed Water Connection

Sewer Region/Plant: South Grid
Connection Point #1: Proposed 30-in reclaimed watermain on RG Skinner Parkway based on approved 2014-0276 plans (see Special Conditions)
Connection Point #2: NA

Special Conditions:

Connection to POC1 cannot occur until the project 2014-0276 RG Skinner Parkway Phase 1 has been constructed, as-built and accepted by JEA. Master Utility plans for Etown area needs to be provided prior to final plan approval. Reclaimed water shall be used for irrigation. For the estimated cost of connecting to the JEA system, please email specialestimates@jea.com. Copies of As-Built records can be requested from JEA As-Built & Record section at 665-4403.

General Comments:

Electric Availability: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations.

6

EXHIBIT 6
DISTRICT INFRASTRUCTURE IMPROVEMENTS
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

Description of Improvements	Construction Entity⁵	Final Owner	Maintenance Entity
E-Town Parkway/R.G. Skinner Parkway Landscape/Irrigation	Developer	COJ/CDD ¹	COJ/CDD ¹
E-Town Parkway/R.G. Skinner Parkway Hardscape/Signage	Developer	COJ/CDD ¹	COJ/CDD ¹
E-Town Parkway/R.G. Skinner Parkway Fencing	Developer	CDD	CDD
E-Town Parkway/R.G. Skinner Electric/Street Lighting	Developer	JEA ⁴	JEA ⁴
Utilities (Water, Sewer, Electrical, Street Lighting)	Developer	JEA	JEA
Stormwater Systems	Developer	CDD	CDD
Roadway Improvements	Developer	COJ/HOA ²	COJ/HOA ^{2,3}
Recreational Improvements	CDD	CDD	CDD

Notes:

¹COJ is expected to operate and maintain the right of way infrastructure; CDD may provide enhanced landscape maintenance through an interlocal agreement with the city.

²HOA will be responsible for operation and maintenance of all roadways which COJ will not own (private roads, alleys, etc.) and that are not funded by the CDD.

³HOA may provide enhanced maintenance on COJ owned roads.

⁴Funding for electricity provided by COJ.

⁵It is currently the intention of the CDD to acquire E-Town Parkway landscape, irrigation, hardscape, signage, street lighting, electrical, master utilities, and ponds and for the CDD to construct the master recreational improvements including the amenity center. These plans are subject to change.

COJ = City of Jacksonville

CDD = Community Development District

JEA = Jacksonville Electric Authority

HOA = Home Owners Association

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

7

EXHIBIT 7
COST ESTIMATE SHEET
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

INFRASTRUCTURE COSTS	Total	Annual Outlay ⁴		
		2018	2019	2020
1. E-Town Parkway/R.G. Skinner Parkway Landscape/Irrigation	\$1,035,000	80%	20%	
2. E-Town Parkway/R.G. Skinner Parkway Hardscape/Signage	\$172,500	50%	50%	
3. E-Town Parkway/R.G. Skinner Parkway Fencing	\$949,929	30%	40%	30%
4. E-Town Parkway/R.G. Skinner Electric/Street Lighting	\$2,587,500	30%	40%	30%
5. Utilities (Water, Sewer, Electrical, Street Lighting) ^{1,2}	\$7,745,945	30%	40%	30%
6. Stormwater Systems	\$6,581,078	50%	30%	20%
7. Roadway Improvements	\$24,545,700	30%	40%	30%
8. Recreational Improvements ³	\$15,220,750	30%	40%	30%
9. Engineering, Testing, Planning, CEI, Mobilization, As-builts, Erosion Control, Etc.	\$13,113,633	30%	40%	30%
TOTAL COSTS	\$71,952,034			

1. Includes Transmission (Trunk) Water, Sewer (Force Main), and JEA Electric. Costs include Booster Pump Station and Reuse Pump Stations.

2. Reclaimed water improvements will be funded by JEA pursuant to the Master Utility Agreement.

3. These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

4. Represents anticipated annual outlay of costs based on anticipated construction timeline.

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

8

**CYPRESS BLUFF
COMMUNITY DEVELOPMENT DISTRICT**

**Statement
Of
Estimated Regulatory Costs**

April 2, 2018



Provided by

**Governmental Management Services, LLC
475 West Town Place Suite 114
St. Augustine Florida 32092
Phone: 904-940-5850
Website: www.gmsnf.com**

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Cypress Bluff Community Development District** (“District”). The proposed District will comprise approximately 1,249.7 proposed acres of land located within the City of Jacksonville, Florida (the “City”). The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2)(d), *Florida Statutes* as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Cypress Bluff Community Development District

The proposed District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Cypress Bluff Community Development District. The Cypress Bluff Community Development District is planned for development of approximately 1,249.7 acres and will include 1,563 single-family units and approximately 200 multi-family units. All development units are authorized for inclusion in the District.

A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, *Florida Statutes*, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002 (1) (a) *Florida Statutes*.

A CDD is not a substitute for the local, general-purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting; zoning and police powers possessed by general purpose governments. A community development district is an alternative means of financing, constructing, operating, and maintaining community infrastructure for developments.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), *Florida Statutes* (2017), defines the elements of a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) An analysis of the impact on small businesses as defined by Section 288.703, *Florida Statutes* and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Florida Statutes*. (The City of Jacksonville is not defined as a small city for purposes of this requirement.)

(e) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required complying with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement

¹ For the purposes of this SERC the term “agency” means the City and the term rule means the ordinance(s), which the City will enact in connection with the District.

adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), *Florida Statutes*. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the development is a community designed for 1,563 single-family homes and approximately 200 multi-family homes. Formation of the District would possibly provide roadway improvements, storm water systems, landscaping/hardscaping, water and sewer improvements and recreational improvements. It is not anticipated that anyone outside the development would be affected by the rule creating the District, although the State of Florida and the City would be required to comply with the rule.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass less than 2,500 acres. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to Section 189.018, *Florida Statutes*, the proposed district must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Jacksonville

The proposed land for the District is located within the City and consists of less than 2,500 acres. The City and their staff members may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. The process the City will follow will not require the City to add resources for the petition process.

These costs to the City are modest for a number of reasons. First, according to Chapter 190, *Florida Statutes*, review of the petition to establish the District does not include analysis of the project itself. Such analysis of the project is prohibited by Statute. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the City routinely processes similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The following illustrates the minimal nature of any other costs the City may incur due to the approval of the District. Within 30 days of the effective date of approval of the ordinance establishing the District, the District must record a notice of establishment, pursuant to Section 190.0485, *Florida Statutes*. The fees established by the Clerk are designed to cover all costs so there will be no additional costs to the City for the filing.

The annual costs to the City, because of the establishment of the District, are also very small. The proposed District is an independent unit of local government, which is responsible for its budget, administration, and reporting and established powers within its boundaries. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. The following examples demonstrate the minimal additional annual costs to the City.

First, pursuant to Section 190.008, *Florida Statutes*, the District must provide the City with its annual budget but the City requires no action. The City has no requirement to review the District's budget but can do so as an option. We know of no City formally reviewing the budget of a community development district. If the City does decide to review the budget then staff resources would be required. Since the City has professional staff that can review the budget no capital expenditures would be needed for such a review.

Second, pursuant to Section 189.08(2), *Florida Statutes*, the District must provide a public facilities report to the City. The purpose of the report is to help foster and promote coordination between the City and the District regarding public facilities. The report helps to eliminate possible duplicate facilities and the provision of services. The report also assists the City in the evaluation of the capital improvement element of the City Comprehensive Plan. Costs to the City related to the public facilities report are minimal because the City is not required to take any action on the report and the District files the report.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or

any other unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities the proposed District may provide. The proposed District intends to finance the acquisition and/or construction of the public infrastructure improvements within the District. The types of infrastructure improvements intended to be financed as well as the anticipated entities for ultimate ownership and maintenance responsibilities are set forth in Table 1 below.

Table 1. Cypress Bluff Community Development District Infrastructure Improvements

<u>Description of Improvements</u>	<u>Construction Entity</u> ⁵	<u>Final Owner</u>	<u>Maintenance Entity</u>	<u>Financing</u>
E-Town/R.G. Skinner Parkway Landscaping/Irrigation	Developer	COJ/CDD ¹	COJ/CDD ¹	CDD Bonds
E-Town/R.G. Skinner Parkway Signage/Hardscape	Developer	COJ/CDD ¹	COJ/CDD ¹	CDD Bonds
E-Town/R.G. Skinner Parkway Fencing	Developer	CDD	CDD	CDD Bonds
E-Town/R.G. Skinner Electrical/Street Lighting	Developer	JEA ⁴	JEA ⁴	CDD Bonds
Utilities (Water, Sewer, Electrical, Street Lighting)	Developer	JEA	JEA	CDD Bonds
Stormwater Systems	Developer	CDD	CDD	CDD Bonds
Roadway Improvements	Developer	COJ/HOA ²	COJ/HOA ^{2,3}	CDD Bonds
Recreational Improvements	CDD	CDD	CDD	CDD Bonds

Notes:

¹ COJ is expected to operate and maintain the right of way infrastructure; CDD may provide enhanced landscape maintenance through an interlocal agreement with the City.

² HOA will be responsible for operation and maintenance of all roadways which COJ will not own (private roads, alleys, etc.) and that are not funded by the CDD.

³ HOA may provide enhanced maintenance on COJ owned roads.

⁴ Funding for electricity provided by COJ.

⁵ It is currently the intention of the CDD to acquire E-Town Parkway landscape, irrigation, hardscape, signage, street lighting, electrical, master utilities, and ponds and for the CDD to construct the master recreational improvements including the amenity center. These plans are subject to change.

COJ = City of Jacksonville

CDD = Community Development District

JEA = Jacksonville Electric Authority

HOA = Home Owners Association

Anticipated Plan of Finance

The petitioner has estimated the design and development costs for providing the capital facilities; the cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$71,952,034. Initially the petitioner plans to directly fund and construct certain master infrastructure, specifically E-Town/R.G. Skinner Parkway utilities, landscape, irrigation, hardscape, signage, fencing, and street lighting. Once established, the District anticipates issuing special assessment or other revenue bonds in one or more series to fund the acquisition of previously constructed master infrastructure and the construction of the remaining facilities identified in Table 1. These bonds would be repaid through non-ad valorem assessments levied on all developable property within the District benefitting from the District's capital improvement program as outlined herein. The District anticipates funding and constructing the amenity center as part of the master recreational improvements. This anticipated plan of finance is subject to change in response to future development plans and varying market conditions.

Table 2. Cost Estimates for District Infrastructure Improvements

Infrastructure Costs	Total	Annual Outlay⁴		
		2018	2019	2020
E-Town Parkway/R.G. Skinner Parkway Landscape/Irrigation	\$1,035,000	80%	20%	
E-Town Parkway/R.G. Skinner Parkway Hardscape/Signage	\$172,500	50%	50%	
E-Town Parkway/R.G. Skinner Parkway Fencing	\$949,929	30%	40%	30%
E-Town Parkway/R.G. Skinner Electric/Street Lighting	\$2,587,500	30%	40%	30%
Utilities (Water, Sewer, Electrical, Street Lighting) ^{1,2}	\$7,745,945	30%	40%	30%
Stormwater Systems	\$6,581,078	50%	30%	20%
Roadway Improvements	\$24,545,700	30%	40%	30%
Recreational Improvements ³	\$15,220,750	30%	40%	30%
Engineering, Testing, Planning, CEI, Mobilization, As-builts, Erosion Control, Etc.	\$13,113,633	30%	40%	30%
Total Costs	\$71,952,034			

Notes:

¹ Includes Transmission (Trunk) Water, Sewer (Force Main), and JEA Electric. Costs include Booster Pump Station and Reuse Pump Stations.

² Reclaimed water improvements will be funded by JEA pursuant to the Master Utility Agreement.

³ These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

⁴ Represents anticipated annual outlay of costs based on anticipated construction timeline.

Infrastructure cost estimates are based on preliminary estimates of probable construction costs estimated from the most recent conceptual plans. As mentioned above, prospective future landowners within the District, including individual lot owners, will be required to pay non-ad valorem assessments levied by the District to secure the repayment of debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. Annual debt service assessments for single family residential units are projected to be within a range of \$500-\$2,500 depending upon the unit size and type and related costs of the various infrastructure components. Annual operations and maintenance assessments are projected to be within a range of \$400 - \$2,000 based on

similar factors. However, based on current market conditions, combined assessments within the District are not currently anticipated to exceed \$2,000 annually. Due to the long term nature of residential development, a number of factors can materially affect the assessments which why such a wide range is provided. Future changes to the development plan and desired maintenance levels could materially change the annual assessment amounts. Such changes cannot be quantified presently but would be processed within the statutory framework for community development districts.

Anticipated Plan of Operations and Maintenance

Table 1 identifies the anticipated entity for ultimate ownership and maintenance of the improvements within the District. The City is anticipated to own the right of way infrastructure and improvements associated with E-Town Parkway/R.G. Skinner Parkway and to provide a customary level of operation and maintenance. However, the District may elect to provide enhanced landscape improvements and associated maintenance along E-Town Parkway/R.G. Skinner Parkway. Similarly, the City is anticipated to own certain collector and subdivision roads within the District. Any private roadways or alleys that are not funded by the District are anticipated to be owned and maintained by an HOA. Master utilities such as water, electrical, and street lighting will be owned and maintained by JEA. The remaining infrastructure improvements will be owned and maintained by the District. The costs of the District's operation and maintenance will be funded by the annual levy and collection of operations and maintenance assessments.

Analysis

Locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments in exchange for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A CDD provides residents with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those residents in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and infrastructure will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, *Florida Statutes*.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703(6), *Florida Statutes* and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Florida Statutes*.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid all of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Jacksonville, Florida has a population in 2017 that is greater than 10,000. Therefore the County is not defined as a "small city" according to Section 120.52 (18), *Florida Statutes*.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), *Florida Statutes*.

9

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Katie S. Buchanan of Hopping Green & Sams PA, whose address is 119 S. Monroe Street, Suite 300, Tallahassee, Florida 32301, to act as agent for E-Town Development, Inc., with regard to any and all matters pertaining to the Petition to the City Council of the City of Jacksonville, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

E-TOWN DEVELOPMENT, INC.,
a Florida corporation

Print Name: DAVID RAY

By: Richard T. Ray
Its: President

Print Name: Mawence Rudolph

STATE OF FLORIDA
COUNTY OF Duval

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Richard T. Ray, President of E-Town Development, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Duval and State of Florida this 28 day of March, 2018.

Tina E Miller
Notary Public



Personally known: ✓
Produced Identification: _____
Type of Identification: _____

10

**BEFORE THE CITY COUNCIL
CITY OF JACKSONVILLE, FLORIDA**

IN RE: A Petition to Establish Cypress)
 Bluff Community Development District)
_____)

AFFIDAVIT OF AMENDED AND RESTATED PETITION

STATE OF FLORIDA
COUNTY OF Duval

I, Richard T. Ray, of E-Town Development, Inc., and being its duly authorized representative being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Richard T. Ray and I am the President for E-Town Development, Inc.
3. I am authorized to act on behalf of the Petitioner to take all action necessary in relation to the petition to establish Cypress Bluff Community Development District.
4. I have reviewed the contents of the Amended & Restated Petition to establish Cypress Bluff Community Development District, and its exhibits, and find it to be true and correct.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON FOLLOWING PAGE]

Executed this 28 day of March, 2018.

RT Ray
Richard T. Ray, President

STATE OF FLORIDA
COUNTY OF Duval

SWORN TO and SUBSCRIBED before me by the Affiant, on this 28 day of March, 2018.



Tina E Miller
Notary Public

Tina E Miller
Typed Name

Personally known ✓
Type of Identification produced _____