

Prepared by and return to:
Nicholas A. Dyal, Esquire
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202

**AGREEMENT FOR JOINT USE,
MAINTENANCE AND COST SHARING**

THIS AGREEMENT ("**Agreement**") is made effective February 28, 2018 by and among **HYDRY COMPANY, LLC**, a Delaware limited liability company ("**HyDry**"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, **THE COLONY AT TWENTY MILE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Colony HOA**"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224; and **THE SETTLEMENT AT TWENTY MILE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Settlement HOA**"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224.

RECITALS

A. HyDry is the owner the land generally shown on **Exhibit "A"** attached hereto (the "**Easement Area**").

B. HyDry is developing or may develop the lands shown and described on **Exhibits "B-1"** (the "**Colony Subdivision**"), "**B-2**" (the "**Settlement Subdivision**") and "**B-3**" (the "**ICW Subdivision**") to this Agreement (collectively, the "**Benefitted Property**") into residential subdivisions. Nothing herein shall obligate HyDry to develop any of the Benefitted Property.

C. The Colony HOA is the association responsible for maintenance and operation of the Colony Subdivision pursuant to the Declaration of Covenants and Restrictions for The Colony at Twenty Mile recorded or to be recorded in the public records of St. Johns County, Florida.

D. The Settlement HOA is the association responsible for maintenance and operation of the Settlement Subdivision pursuant to the Declaration of Covenants and Restrictions for The Settlement at Twenty Mile recorded or to be recorded in the public records of St. Johns County, Florida.

E. If any to the extent formed, the association responsible for maintenance and operation of the ICW Subdivision is referred to herein as the "**ICW HOA**".

F. The parties wish to enter into this Agreement to establish certain easements, maintenance, and cost sharing obligations with respect to the Easement Area.

NOW, THEREFORE and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals above are true and correct and by this reference are incorporated as material part of this Agreement.

2. **Easement.** Grantor hereby grants, for the benefit of the Benefitted Property and any owners of the Benefitted Property from time-to-time, a non-exclusive easement to use the portion of the Easement Area generally shown on **Exhibit "C"** attached hereto (the "Neighborhood Park") as its intended use as a park. The Colony HOA shall have the right to impose, enforce, and modify reasonable rules and regulations relating to the use of the Neighborhood Park.

3. **Maintenance.** The Colony HOA shall maintain the Easement Area and any improvements and equipment located therein, including, without limitation, any landscaping, irrigation, park improvements, parking spaces, lighting, signage, fencing, street lights, and the drainage pond, in good order and repair and in a well-kept appearance in accordance with all applicable permits, approvals, laws, ordinances, rules and regulations. Notwithstanding anything to the contrary contained herein, the Settlement HOA shall be solely responsible, at the Settlement HOA's sole cost and expense, for the construction, installation, maintenance, repair and replacement of improvements at the entrance to the Settlement Subdivision, including, without limitation, gates, signage, lighting, landscaping, parks and common areas within the Settlement Subdivision.

4. **Cost Sharing.**

(a) **Shared Expenses.** The Settlement HOA and the ICW HOA shall reimburse the Colony HOA for their respective Proportionate Share of all reasonable and necessary costs and expenses incurred by the Colony HOA in connection with the operation and maintenance of the Easement Area under this Agreement (the "Shared Expenses"). As used herein, the term "Proportionate Share", with respect to each subdivision within the Benefitted Property, means the fraction (expressed as a percentage) equal to (i) the total number of platted lots within the subdivision as of January 1 of the applicable calendar year, divided by (ii) the total number of platted lots within the Benefitted Property as of January 1 of the applicable calendar year. For example, if as of January 1, 2019, there are 101 platted lots within the Settlement Subdivision and 396 total platted lots within the Benefitted Property, then the Settlement HOA's Proportionate Share shall be 26%. Also, if as of January 1, 2019, there are no platted lots within the ICW Subdivision, then the ICW HOA's Proportionate Share shall be 0%. Each subdivision's Proportionate Share shall be re-adjusted (as applicable) on January 1 of each calendar year.

(b) **Payment.** Within thirty (30) days after the Colony HOA annually prepares its preliminary budget that includes the Shared Expenses reasonably allocated to the Easement Area, the Colony HOA shall provide a copy of the preliminary budget to the Settlement HOA and the ICW HOA (as applicable). On or before January 1, April 1, July 1, and October 1 of each calendar year, the Settlement HOA and the ICW HOA shall make a payment to the Colony HOA equal to one quarter of its Proportionate Share of total estimated Shared Expenses for that calendar year. At the conclusion of each calendar year, the Colony shall compare the actual

annual expenses incurred by the Colony HOA for operation and maintenance of the Easement Area with the amounts previously paid by the Settlement HOA and the ICW HOA for that calendar year. Based on this comparison, the Colony HOA shall determine whether there has been an underpayment or an overpayment the prior calendar year. If there has been an overpayment, the amount of the overpayment shall be credited toward the Shared Expenses for the following calendar year. If there has been an underpayment, the Colony HOA shall provide the Settlement HOA and the ICW HOA (as applicable) with an invoice for the amount of the underpayment and the Colony shall pay such invoice within 30 days of receipt. Any payment due to the Colony HOA shall bear interest at 10% per annum from the date such payment is due pursuant to this Agreement until paid.

5. **Indemnification.** The Settlement HOA and the Colony HOA agree to indemnify and hold HyDry harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to the use of or any activities on the Easement Area by the Settlement HOA, the Colony HOA, or their agents, employees, or independent contractors.

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

7. **Enforcement of Agreement.** In the event that any party seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses set forth in the introductory paragraph of this Agreement. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties set forth herein.

9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

10. **Controlling Law.** This Agreement shall be construed, interpreted, and controlled

according to the laws of the State of Florida.

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

12. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon and run with title to the parcels of land described herein.

13. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this Agreement.

14. **Amendments.** Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Colony and the Settlement.

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

16. **No Merger.** The easements set forth in this Agreement shall not merge with fee title to any of the land subject hereto and shall remain separate estates.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

HYDRY:

Signed, sealed and
delivered in the
presence of:

HYDRY COMPANY, LLC,
a Delaware limited liability company

Brooke Chape
(Print Name Brooke Chape)

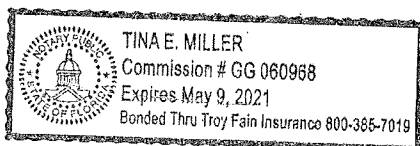
By: [Signature]
Name: Jed Davis
Title: Vice President

Julie Baugus
(Print Name Julie Baugus)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of February 2018, by Jed Davis, as Vice President of **HYDRY COMPANY, LLC**, a Delaware 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 _____



Signed, sealed and
delivered in the
presence of:

Brooke C. Chase
(Print Name Brooke Chase)

Julie Bangus
(Print Name Julie Bangus)

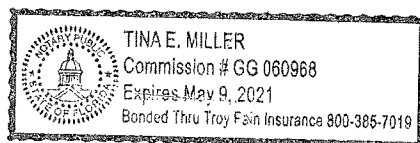
THE COLONY HOA:

**THE COLONY AT TWENTY MILE
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

By: [Signature]
Name: Gregory J. Barbours
Title: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of February, 2018, by Gregory J. Barbours President of **THE COLONY AT TWENTY MILE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation.



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 _____

Signed, sealed and
delivered in the
presence of:

Bella Ayler
(Print Name Brooke Ayler)

Julie Baugus
(Print Name Julie Baugus)

THE SETTLEMENT HOA:

**THE SETTLEMENT AT TWENTY MILE
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

By: [Signature]
Name: Gregory J. Bamboer
Title: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of February, 2018, by Gregory J. Bamboer as President of **THE SETTLEMENT AT TWENTY MILE HOMEOWNERS ASSOCIATION, INC.,** a Florida not for profit corporation, on behalf of the corporation.

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 _____

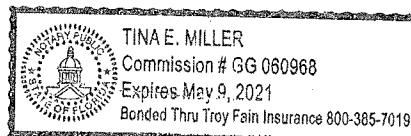


EXHIBIT "A"

EASEMENT AREA

[The Easement Area is the area hatched and shaded below]

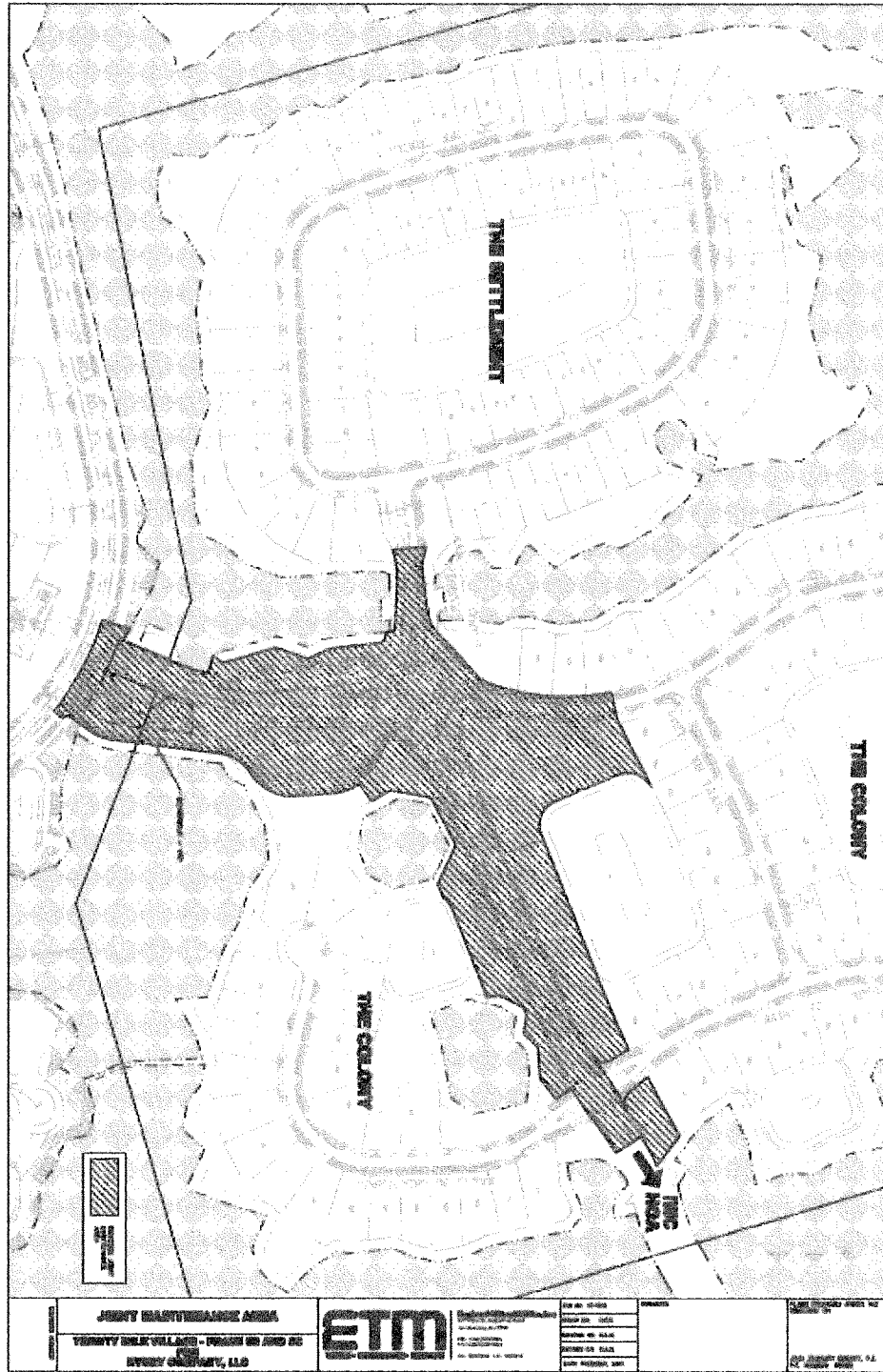
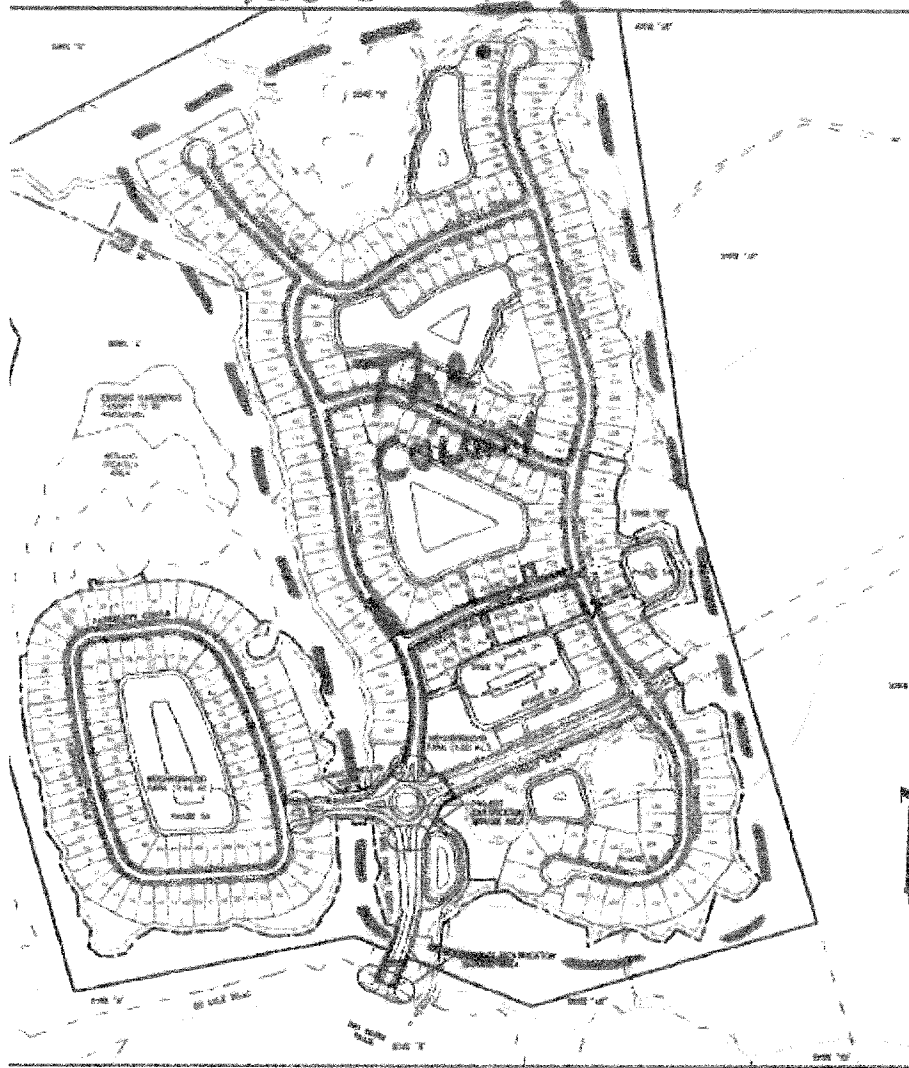


EXHIBIT "B-1"
COLONY SUBDIVISION



MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Sections 20 and 29, together with a portion of Section 49 of the Pedro R. Decala Grant, Section 65 of the Sabate or Chaires Grant, and Section 66 of the Paul Sabate Grant, all lying within Township 4 South, Range 29 east of St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northeasterly corner of Twenty Mile at Nocatee Phase 4A, a plat recorded in Map Book 78, pages 57 through 76 of the Public Records of said county; thence South $73^{\circ}33'06''$ West, along the Northerly line of last said plat and along the Northerly line of Twenty Mile at Nocatee Phase 4B, a plat recorded in Map Book 82, pages 8 through 13 of said Public Records, 1175.21 feet; thence North $68^{\circ}55'24''$ West, continuing along said Northerly line of Twenty Mile at Nocatee Phase 4B, a distance of 199.89 feet; thence North $07^{\circ}00'26''$ East, departing said Northerly line, 383.55 feet; thence North $01^{\circ}39'10''$ West, 48.29 feet; thence South $89^{\circ}51'04''$ West, 108.08 feet to a point on a curve concave Westerly having a radius of 118.00 feet; thence Northerly along the arc of said curve, through a central angle of $09^{\circ}58'40''$, an arc length of 20.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $00^{\circ}54'33''$ East, 20.52 feet; thence North $04^{\circ}04'46''$ West, 90.18 feet to the point of curvature of a curve concave Southwesterly having a radius of 118.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $54^{\circ}44'28''$, an arc length of 112.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $31^{\circ}27'00''$ West, 108.50 feet; thence North $58^{\circ}49'15''$ West, 70.19 feet to the point of curvature of a curve concave Easterly having a radius of 13.00 feet; thence Northerly along the arc of said curve, through a central angle of $88^{\circ}31'49''$, an arc length of 20.09 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $14^{\circ}33'21''$ West, 18.15 feet; thence North $60^{\circ}17'26''$ West, 2.00 feet; thence North $29^{\circ}42'34''$ East, 42.53 feet to the point of curvature of a curve concave southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $34^{\circ}15'27''$, an arc length of 29.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $46^{\circ}50'17''$ East, 29.45 feet; thence North $63^{\circ}58'01''$ East, 15.23 feet; thence North $26^{\circ}01'59''$ West, 105.87 feet to a point on a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of $26^{\circ}55'06''$, an arc length of 23.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $83^{\circ}03'54''$ West, 23.28 feet; thence North $83^{\circ}28'33''$ West, 16.66 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $84^{\circ}29'57''$, an arc length of 44.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $41^{\circ}13'35''$ West, 40.34 feet; thence North $01^{\circ}01'24''$ East, 74.84 feet to the point of curvature of a curve concave Easterly having a radius of 482.00 feet; thence Northerly along the arc of said curve, through a central angle of $06^{\circ}30'01''$, an arc length of 54.68 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $04^{\circ}16'24''$ East, 54.65 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 630.00 feet, through a central angle of $29^{\circ}01'07''$, an arc length of 319.08 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $06^{\circ}59'09''$ West,

315.68 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 30.00 feet, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $20^{\circ}53'49''$ East, 40.45 feet; thence North $63^{\circ}17'20''$ East, 202.08 feet to the point of curvature of a curve concave Southerly having a radius of 970.00 feet; thence Easterly along the arc of said curve, through a central angle of $09^{\circ}01'24''$, an arc length of 152.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $67^{\circ}48'02''$ East, 152.61 feet; thence North $72^{\circ}18'44''$ East, 286.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $85^{\circ}59'58''$, an arc length of 45.03 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ}41'17''$ East, 40.92 feet; thence North $68^{\circ}18'42''$ East, 60.00 feet to a point on a curve concave Easterly having a radius of 770.00 feet; thence Northerly along the arc of said curve, through a central angle of $08^{\circ}00'05''$, an arc length of 107.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $17^{\circ}41'16''$ West, 107.44 feet; thence South $76^{\circ}18'47''$ West, 60.00 feet to a point on a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $85^{\circ}59'58''$, an arc length of 45.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $29^{\circ}18'46''$ West, 40.92 feet; thence South $72^{\circ}18'44''$ West, 104.39 feet; thence North $17^{\circ}41'16''$ West, 72.26 feet; thence South $72^{\circ}18'44''$ West, 51.00 feet; thence South $17^{\circ}41'16''$ East, 72.26 feet; thence South $72^{\circ}18'44''$ West, 130.68 feet to the point of curvature of a curve concave Southerly having a radius of 1030.00 feet; thence Westerly along the arc of said curve, through a central angle of $09^{\circ}01'24''$, an arc length of 162.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $67^{\circ}48'02''$ West, 162.05 feet; thence South $63^{\circ}17'20''$ West, 202.08 feet to the point of curvature of a curve concave Northerly having a radius of 30.00 feet; thence Westerly along the arc of said curve, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $74^{\circ}19'09''$ West, 40.45 feet; thence South $58^{\circ}04'23''$ West, 60.00 feet to a point on a curve concave Westerly having a radius of 570.00 feet; thence Southerly along the arc of said curve, through a central angle of $36^{\circ}51'36''$, an arc length of 366.70 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $13^{\circ}29'49''$ East, 360.41 feet; thence Southerly along the arc of a curve concave Westerly having a radius of 482.00 feet, through a central angle of $09^{\circ}43'45''$, an arc length of 81.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $09^{\circ}47'51''$ West, 81.75 feet; thence South $14^{\circ}39'43''$ West, 51.03 feet to the point of curvature of a curve concave Northwesterly having a radius of 52.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $31^{\circ}54'59''$, an arc length of 28.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $30^{\circ}37'12''$ West, 28.59 feet; thence South $46^{\circ}34'42''$ West, 147.98 feet to the point of curvature of a curve concave Northwesterly having a radius of 72.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $24^{\circ}55'47''$, an arc length of 31.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $59^{\circ}02'36''$ West, 31.08 feet; thence North $01^{\circ}39'28''$ West, 23.09 feet; thence South $83^{\circ}42'22''$ West, 23.20 feet; thence North $11^{\circ}41'01''$ West, 14.97 feet; thence South $83^{\circ}43'31''$ West, 51.39 feet; thence North $01^{\circ}15'51''$ West, 394.05 feet; thence North $27^{\circ}32'57''$ West, 720.67 feet; thence due West, 1129.77 feet to appoint lying on the

Easterly line of Twenty Mile at Nocatee Phase 3B, a plat recorded in Map book 82, pages 68 through 78 of said Public records; thence North $13^{\circ}56'05''$ East, along said Easterly line, 757.00 feet; thence North $27^{\circ}55'28''$ West, continuing along said Easterly line, 698.68 feet; thence North $62^{\circ}04'32''$ East, departing said Easterly line, 111.29 feet; thence South $66^{\circ}34'32''$ East, 1222.21 feet; thence South $04^{\circ}14'23''$ East, 55.85 feet; thence South $01^{\circ}50'51''$ West, 110.03 feet; thence South $03^{\circ}06'42''$ East, 27.48 feet; thence South $07^{\circ}50'35''$ East, 90.78 feet; thence South $20^{\circ}31'43''$ East, 90.11 feet; thence South $20^{\circ}57'20''$ East, 69.88 feet; thence South $30^{\circ}55'27''$ East, 37.18 feet; thence South $26^{\circ}52'32''$ East, 29.17 feet; thence North $70^{\circ}36'40''$ East, 152.54 feet to a point on a curve concave Westerly having a radius of 570.00 feet; thence Northerly along the arc of said curve, through a central angle of $02^{\circ}46'51''$, an arc length of 27.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $20^{\circ}46'45''$ West, 27.66 feet; thence North $67^{\circ}49'49''$ East, 60.00 feet to a point on a curve concave Northeasterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ}33'42''$ East, 40.45 feet; thence North $73^{\circ}02'46''$ East, 134.95 feet to the point of curvature of a curve concave Southerly having a radius of 230.00 feet; thence Easterly along the arc of said curve, through a central angle of $41^{\circ}32'43''$, an arc length of 166.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ}10'52''$ East, 163.14 feet; thence South $65^{\circ}24'30''$ East, 579.63 feet to the point of curvature of a curve concave Northerly having a radius of 470.00 feet; thence Easterly along the arc of said curve, through a central angle of $12^{\circ}22'50''$, an arc length of 101.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}35'55''$ East, 101.36 feet; thence South $77^{\circ}47'20''$ East, 8.83 feet to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $87^{\circ}03'36''$, an arc length of 45.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $58^{\circ}40'52''$ East, 41.32 feet; thence North $15^{\circ}09'04''$ East, 28.27 feet; thence South $74^{\circ}50'56''$ East, 219.03 feet; thence North $12^{\circ}24'38''$ East, 3.75 feet; thence North $19^{\circ}06'19''$ West, 8.52 feet; thence South $66^{\circ}34'32''$ East, 270.86 feet; thence South $16^{\circ}26'54''$ East, 1799.14 feet to the Point of Beginning.

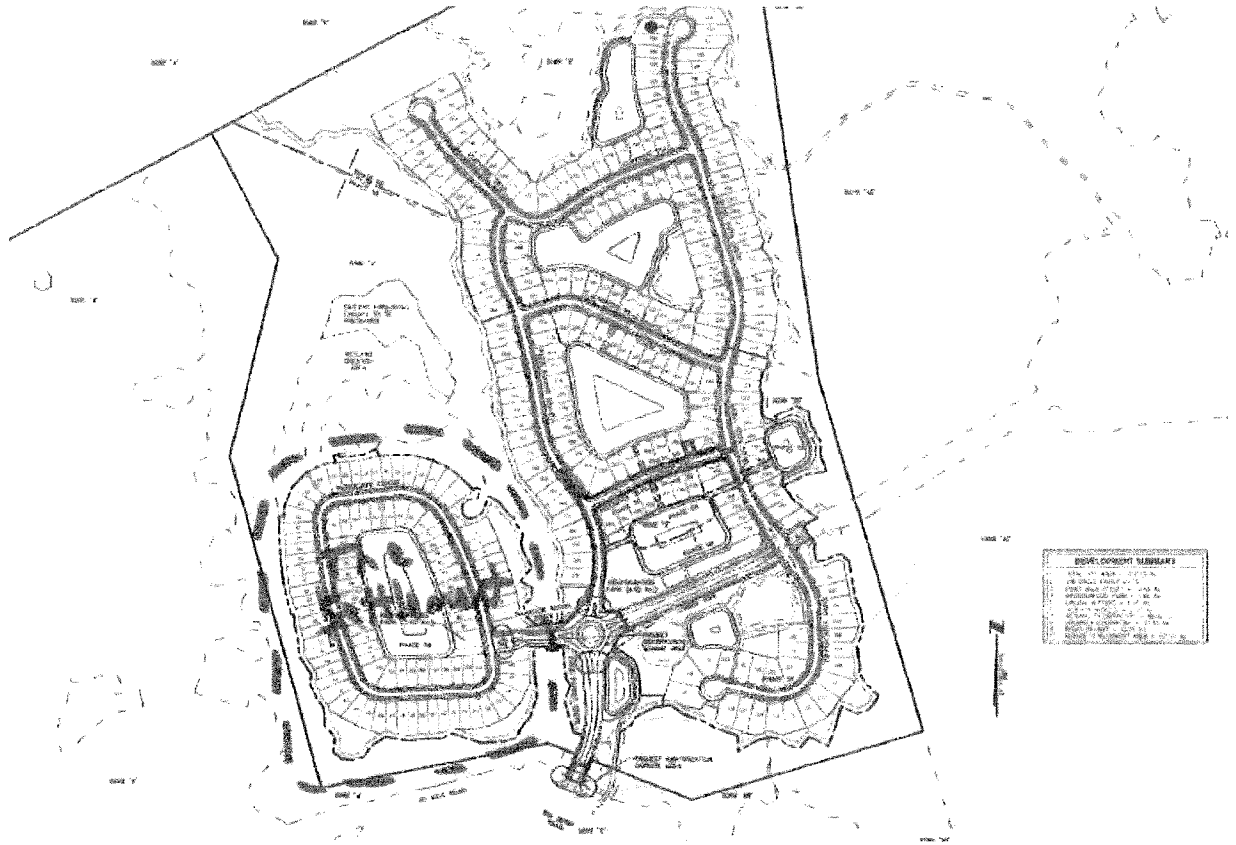
TOGETHER WITH, A portion of Section 20, together with a portion of Section 41 of the Frances X. Sanchez Grant, Section 49 of the Pedro R. DeCala Grant, Section 66 of the Paul Sabate Grant, Section 67 of the Sabate or DeCala Grant and Section 68 of the Sabate or Sanchez Grant, all lying within Township 4 South, Range 29 East of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Tract "E", as depicted on Twenty Mile at Nocatee Phase 3B, a plat recorded in Map Book 82, pages 68 through 78 of the Public Records of said county; thence North $62^{\circ}04'32''$ East, along the Easterly prolongation of the Northerly line of said plat, 111.29 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $62^{\circ}04'32''$ East, 2824.47 feet; thence South $08^{\circ}24'39''$ East, 2596.39 feet; thence North $66^{\circ}34'32''$ West, 270.86 feet; thence South $19^{\circ}06'19''$ East, 8.52 feet; thence South $12^{\circ}24'38''$ West, 3.75 feet; thence North $74^{\circ}50'56''$ West, 219.03 feet; thence South $15^{\circ}09'04''$ West, 28.27 feet to the point of curvature of a curve

concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $87^{\circ}03'36''$, an arc length of 45.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $58^{\circ}40'52''$ West, 41.32 feet; thence North $77^{\circ}47'20''$ West, 8.83 feet to the point of curvature of a curve concave Northerly having a radius of 470.00 feet; thence Westerly along the arc of said curve, through a central angle of $12^{\circ}22'50''$, an arc length of 101.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $71^{\circ}35'55''$ West, 101.36 feet; thence North $65^{\circ}24'30''$ West, 579.63 feet to the point of curvature of a curve concave Southerly having a radius of 230.00 feet; thence Westerly along the arc of said curve, through a central angle of $41^{\circ}32'43''$, an arc length of 166.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $86^{\circ}10'52''$ West, 163.14 feet; thence South $73^{\circ}02'46''$ West, 134.95 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $64^{\circ}33'42''$ West, 40.45 feet; thence South $67^{\circ}49'49''$ West, 60.00 feet to a point on a curve concave Westerly having a radius of 570.00 feet; thence Southerly along the arc of said curve, through a central angle of $02^{\circ}46'51''$, an arc length of 27.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $20^{\circ}46'45''$ East, 27.66 feet; thence South $70^{\circ}36'40''$ West, 152.54 feet; thence North $26^{\circ}52'32''$ West, 29.17 feet; thence North $30^{\circ}55'27''$ West, 37.18 feet; thence North $20^{\circ}57'20''$ West, 69.88 feet; thence North $20^{\circ}31'43''$ West, 90.11 feet; thence North $07^{\circ}50'35''$ West, 90.78 feet; thence North $03^{\circ}06'42''$ West, 27.48 feet; thence North $01^{\circ}50'51''$ East, 110.03 feet; thence North $04^{\circ}14'23''$ West, 55.85 feet; thence North $66^{\circ}34'32''$ West, 1222.21 feet to the Point of Beginning.

EXHIBIT "B-2"
SETTLEMENT SUBDIVISION



MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Tract "J" as depicted on Twenty Mile at Nocatee Phase 4B, a plat recorded in Map Book 82, pages 8 through 13 of the Public Records of St. Johns County, Florida, together with a portion of Sections 20 and 29 and a portion of Section 66 of the Paul Sabate Grant, all lying within Township 4 South, Range 29 East of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northwestern corner of Tract "E" of said Twenty Mile at Nocatee Phase 4B, said corner lying on the Easterly line of Twenty Mile at Nocatee Phase 3A, a plat recorded in Map Book 79, pages 48 through 63 of said Public Records; thence North $15^{\circ}41'16''$ West, along said Easterly line and along the Easterly line of Twenty Mile at Nocatee Phase 3B, a plat recorded in Map Book 82, pages 68 through 78 of said Public Records, 1681.31 feet; thence North $13^{\circ}56'05''$ East, continuing along said Easterly line of Twenty Mile at Nocatee Phase 3B, a distance of 235.28 feet; thence Due East, departing said Easterly line of Twenty Mile at Nocatee Phase 3B, a distance of 1129.77 feet; thence South $27^{\circ}32'57''$ East, 720.67 feet; thence South $01^{\circ}15'51''$ East, 394.05 feet; thence North $83^{\circ}43'31''$ East, 51.39 feet; thence South $11^{\circ}41'01''$ East, 14.97 feet; thence North $83^{\circ}42'22''$ East, 23.20 feet; thence South $01^{\circ}39'28''$ East, 23.09 feet to a point on a curve concave Northwesternly having a radius of 72.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $24^{\circ}55'47''$, an arc length of 31.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $59^{\circ}02'35''$ East, 31.08 feet; thence North $46^{\circ}34'42''$ East, 147.98 feet to the point of curvature of a curve concave Northwesternly having a radius of 52.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $31^{\circ}54'59''$, an arc length of 28.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $30^{\circ}37'13''$ East, 28.59 feet; thence North $14^{\circ}39'43''$ East, 51.03 feet to the point of curvature of a curve concave Westerly having a radius of 482.00 feet; thence Northerly along the arc of said curve, through a central angle of $09^{\circ}43'45''$, an arc length of 81.85 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $09^{\circ}47'51''$ East, 81.75 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 570.00 feet, through a central angle of $36^{\circ}51'36''$, an arc length of 366.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $13^{\circ}29'49''$ West, 360.41 feet; thence North $58^{\circ}04'23''$ East, 60.00 feet to a point on a curve concave Northerly having a radius of 30.00 feet; thence Easterly along the arc of said curve, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}19'09''$ East, 40.45 feet; thence North $63^{\circ}17'20''$ East, 202.08 feet to the point of curvature of a curve concave Southerly having a radius of 1030.00 feet; thence Easterly along the arc of said curve, through a central angle of $09^{\circ}01'24''$, an arc length of 162.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $67^{\circ}48'02''$ East, 162.05 feet; thence North $72^{\circ}18'44''$ East, 130.68 feet; thence North $17^{\circ}41'16''$ West, 72.26 feet; thence North $72^{\circ}18'44''$ East, 51.00 feet; thence South $17^{\circ}41'16''$ East, 72.26 feet; thence North $72^{\circ}18'44''$ East, 104.39 feet to the point of curvature of a curve concave Northwesternly having a radius of 30.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $85^{\circ}59'58''$, an arc length of 45.03 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ}18'46''$ East, 40.92 feet; thence North $76^{\circ}18'47''$ East, 60.00 feet to a point on a curve concave Easterly having a radius of 770.00 feet; thence Southerly

along the arc of said curve, through a central angle of $08^{\circ}00'05''$, an arc length of 107.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}41'16''$ East, 107.44 feet; thence South $68^{\circ}18'42''$ West, 60.00 feet to a point on a curve concave Southwesterly having a radius of 30.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $85^{\circ}59'58''$, an arc length of 45.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $64^{\circ}41'17''$ West, 40.92 feet; thence South $72^{\circ}18'44''$ West, 286.06 feet to the point of curvature of a curve concave Southerly having a radius of 970.00 feet; thence Westerly along the arc of said curve, through a central angle of $09^{\circ}01'24''$, an arc length of 152.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $67^{\circ}48'02''$ West, 152.61 feet; thence South $63^{\circ}17'20''$ West, 202.08 feet to the point of curvature of a curve concave Easterly having a radius of 30.00 feet; thence Southerly along the arc of said curve, through a central angle of $84^{\circ}47'03''$, an arc length of 44.39 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $20^{\circ}53'49''$ West, 40.45 feet; thence Southerly along the arc of a curve concave Westerly having a radius of 630.00 feet, through a central angle of $29^{\circ}01'07''$, an arc length of 319.08 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $06^{\circ}59'09''$ East, 315.68 feet; thence Southerly along the arc of a curve concave Easterly having a radius of 482.00 feet, through a central angle of $06^{\circ}30'01''$, an arc length of 54.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $04^{\circ}16'24''$ West, 54.65 feet; thence South $01^{\circ}01'24''$ West, 74.84 feet to the point of curvature of a curve concave Northeasterly having a radius of 30.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $84^{\circ}29'57''$, an arc length of 44.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $41^{\circ}13'35''$ East, 40.34 feet; thence South $83^{\circ}28'33''$ East, 16.66 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of $26^{\circ}55'06''$, an arc length of 23.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ}03'54''$ East, 23.28 feet; thence South $26^{\circ}01'59''$ East, 105.87 feet; thence South $63^{\circ}58'01''$ West, 15.23 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $34^{\circ}15'27''$, an arc length of 29.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $46^{\circ}50'18''$ West, 29.45 feet; thence South $29^{\circ}42'34''$ West, 42.53 feet; thence South $60^{\circ}17'26''$ East, 2.00 feet to a point on a curve concave Easterly having a radius of 13.00 feet; thence Southerly along the arc of said curve, through a central angle of $88^{\circ}31'49''$, an arc length of 20.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $14^{\circ}33'20''$ East, 18.15 feet; thence South $58^{\circ}49'15''$ East, 70.19 feet to the point of curvature of a curve concave Southwesterly having a radius of 118.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $54^{\circ}44'28''$, an arc length of 112.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $31^{\circ}27'01''$ East, 108.50 feet; thence South $04^{\circ}04'46''$ East, 90.18 feet to the point of curvature of a curve concave Westerly having a radius of 118.00 feet; thence Southerly along the arc of said curve, through a central angle of $09^{\circ}58'40''$, an arc length of 20.55 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $00^{\circ}54'33''$ West, 20.52 feet; thence North $89^{\circ}51'04''$ East, 108.08 feet; thence South $01^{\circ}39'10''$ East, 48.29 feet; thence South $07^{\circ}00'26''$ West, 383.55 feet to a point lying on the

Northerly line of said Twenty Mile at Nocatee Phase 4B; thence North $68^{\circ}55'24''$ West, along said Northerly line, 330.67 feet; thence South $22^{\circ}59'24''$ West, departing said Northerly line, 127.65 feet to a point lying on said Northerly line; thence Westerly along said Northerly line the following 4 courses: Course 1, thence North $67^{\circ}00'36''$ West, 80.00 feet; Course 2, thence North $21^{\circ}04'36''$ East, 124.91 feet; Course 3, thence North $68^{\circ}55'24''$ West, 144.74 feet; Course 4, thence South $78^{\circ}43'10''$ West, 1126.23 feet to the Point of Beginning.



