

Exhibit B

Prepared by and when

recorded return to:

Brian Dawes, Esquire

Edwards Cohen

200 W. Forsyth Street, Suite 1300

Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 2019, between **JEA**, a body politic and corporate whose address is 21 West Church Street, Jacksonville, Florida 32202 (the “Grantor”), and _____ (the “Grantee”).

(When used herein the terms “Grantor” and “Grantee” shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land located in St. Johns County, Florida, to wit (the “Property”):

See Exhibit A attached.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

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

The foregoing conveyance is made SUBJECT TO AND RESERVING UNTO GRANTOR, its successors and assigns, the following easements, rights and interests:

A right of way and unobstructed exclusive perpetual utility easement with the right, privilege and authority to said Grantor, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair facilities and associated equipment for water reuse, water, electric, sewer, fiber, communications, other public utilities, or quasi-utilities, either or all, above, on, along, through, across, or under the Property; TOGETHER with the right of said Grantor its successors and assigns, of ingress and egress to and over the Property, and for doing

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anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under or in the Property, together also with the right and easements, privileges and appurtenances in and to the Property which may be required for the enjoyment of the rights herein reserved (all of the foregoing reserved rights being collectively referred to hereinafter as "Grantor's Reserved Easement").

Grantor may suspend, interrupt, and/or temporarily terminate all or a portion of Grantee's use of the Property: (a) immediately, without prior notice to Grantee, during emergency situations requiring immediate repairs, maintenance, or replacement of Grantor's equipment and facilities within the Property pursuant to Grantor's Reserved Easement until such time as the emergency is resolved, and (b) upon not less than five (5) days' prior written notice for the purpose of any scheduled maintenance, repair, or replacement of Grantor's equipment and facilities within the Property pursuant to Grantor's Reserved Easement until such time as the maintenance or repair is completed. Should removal of any Grantee improvements within the Property become necessary in Grantor's sole discretion, any removal, relocation, and rebuilding of the improvements will be performed by Grantee at its sole expense. Notwithstanding the foregoing, in the event that Grantor determines, in its sole and absolute discretion, that circumstances require the immediate removal of the improvements, Grantor shall have the right to perform the removal of the improvements, with the costs incurred by Grantor for such removal to be reimbursed by Grantee. Grantee shall be solely responsible for any damages to improvements within the Property resulting from Grantor's reasonable and proper use and activities within the Property pursuant to Grantor's Reserved Easement.

GRANTEE, by acceptance and execution of this Deed, hereby covenants and agrees that (a) no lighting, landscaping or signage is permitted on the Property, (b) any improvements to or within the Property must be approved in writing by Grantor, and (c) any roadway or driveway improvements within the Property must include a drainage structure flowing east/west with an RCP Class 5 drainage structure or greater.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this Deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject only to reservations, restrictions, and easements of record, and the reservations and covenants set forth herein, and for taxes accruing subsequent to December 31, 2018.

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

[signatures on following pages]

Exhibit B

Signed, sealed and delivered
in the presence of:

GRANTOR:

JEA, a body politic and corporate

Name printed:_____

By: _____
Donald L. Burch, Jr.
Manager, Real Estate Services

Name printed:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the ____ day of _____, 2019, by Donald L. Burch, Jr., Manager of Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[SEAL]

Exhibit B

Signed, sealed and delivered
in the presence of:

GRANTEE:

Name printed:_____

By: _____

Name printed:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the ____ day of _____, 2019, by _____. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[SEAL]

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

November 7, 2018

Work Order No. 17-241.03
File No. 123J-06.03A

Access Parcel

A portion of Section 6, Township 5 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 2283, page 1621, of the Public Records of said county, being more particularly described as follows:

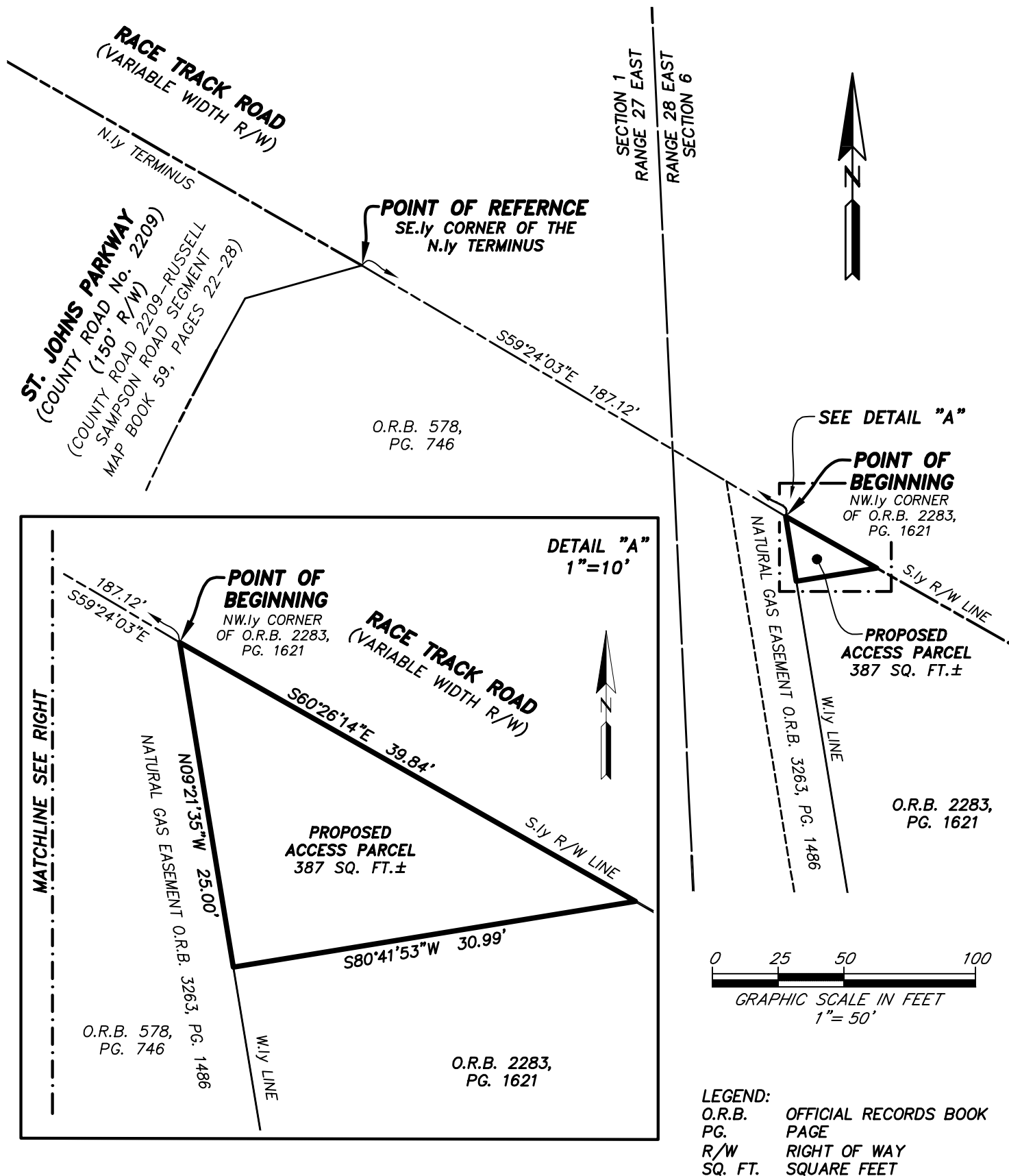
For a Point of Reference, commence at the Southeasterly corner of the Northerly terminus of St. Johns Parkway (County Road No. 2209), a 150 foot right of way as depicted on the plat of County Road 2209-Russell Sampson Road Segment, recorded in Map Book 59, pages 22 through 28, of the Public Records of said county, said corner lying on the Southerly right of way line of Race Track Road, a variable width right of way as presently established; thence South $59^{\circ}24'03''$ East, along said Southerly right of way line, 187.12 feet to the Point of Beginning.

From said Point of Beginning, thence South $60^{\circ}26'14''$ East, along said Southerly right of way line of Race Track Road, 39.84 feet; thence South $80^{\circ}41'53''$ West, departing said Southerly right of way line, 30.99 feet to a point lying on the Westerly line of those lands described and recorded in said Official Records Book 2283, page 1621; thence North $09^{\circ}21'35''$ West, along said Westerly line, 25.00 feet to the Northwesternly corner thereof and the Point of Beginning.

Containing 387 square feet, more or less.

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SKETCH TO ACCOMPANY DESCRIPTION OF

**A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2283,
PAGE 1621, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD ROAD AS BEING SOUTH 59°24'03" EAST.



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

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

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

SCALE: 1"=50'
DATE: NOVEMBER 7, 2018

ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6511