

COVENANTS AND RESTRICTIONS

DOCTORS LAKE SOUTH

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Fleming Island Farm Company, a corporation organized and existing under the laws of the State of Florida, is now the owner of all the herein restricted lots contained in and shown on the plats of Doctors Lake South, a subdivision as recorded in Plat Book 5, page 47, and Plat Book 6, page 1, public records of Clay County, Florida, and

Whereas, the said Fleming Island Farm Company is developing said lots and is desirous of placing covenants and restrictions upon the use of all of the lots shown on said plats, said covenants and restrictions to run with the title to said lots:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the said Fleming Island Farm Company does hereby for itself, its successors and assigns, for a period of forty years from the date hereof, restrict the use as hereinafter provided of all of the various lots in Doctors Lake South, recorded in Plat Book 5, page 47, and Plat Book 6, page 1, public records of Clay County, Florida, and does hereby place upon said land certain covenants and restrictions as follows:

1. No structure shall be erected, altered or permitted to remain on any lot or building plot in said subdivision other than one single family dwelling, together with the necessary outbuildings thereof. The term "outbuildings" shall be construed to include only a detached garage, to which may be attached laundry, tool or servant's room, a detached children's playhouse and like attached outbuildings incident to the use of the lot for single family residential purposes.

2. No structure, except a dock and a boat house, shall be located on any lot or building plot nearer to the normal high water line than 100 feet, nor shall any structure be located nearer than 10 feet to any side lot line or nearer than a distance equal to 10% of the width of the lot at the building line, whichever is the lesser, except that this restriction with respect to the side lot lines may be waived in writing by the adjoining owners; and no structure shall be located on any lot or building plot nearer to the back line than 60 feet.

3. No structure shall be erected or placed on any lots numbered 1 through 9, or any replat of said numbered lots or part thereof, which has an area of less than 1,000 square feet and costing not less than \$6500.00; and no structure shall be erected or placed on any lot numbered 10 through 21 which has an area of less than 1200 square feet and costing less than \$7500.00. In computing the square footage in either of the above cases such computation shall be exclusive of attached garages, carports and open porches, but this restriction shall not apply to outbuildings.

4. No main dwelling shall be erected or placed on any lot or building plot the exterior walls of which are metal. All outside steps shall be of masonry construction; no rolled or metal roofing shall be permitted; no structure shall be constructed on piers unless a curtain wall of solid masonry construction shall be constructed the entire length of each side. No outside toilets shall be permitted.

5. No ready built structure shall be moved or permitted to remain on any building plot, but this restriction shall not apply to prefabricated houses actually assembled on the lot or building plot.

6. No livestock, fowl, poultry or pigeons shall be kept on any lot or building plot, but this restriction shall not be construed to prohibit the keeping of household pets, which shall not be kept or bred for commercial purposes or in unreasonable numbers.

7. No building or other structure at any time situate on any lot or building plot shall be used as a hospital, sanitarium, church or charitable, religious or philanthropic institution, or for business or manufacturing purposes, including, but not limited to, fish camps, boat rental establishments or commercial fishing, nor shall the lot or plot itself be used for any such purpose whether a structure is erected thereon or not. No noxious or offensive trade or activity shall be carried on upon any lot or building plot or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, houseboat, barn or other outbuilding shall be placed or erected upon any lot or building plot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and no dwelling shall be occupied unless substantially finished, nor shall any unfinished structure be allowed to remain on any lot or building plot for a longer period than 36 months.

9. If the parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property covered by this instrument to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. Invalidiation of any one of these covenants by judgment or by Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF Fleming Island Farm Company has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed by its officers thereunto duly authorized this 17th day of July, 1958.

Signed, sealed and delivered in the presence of:

FLEMING ISLAND FARM COMPANY

By: J. I. Triplett III
President

Attest: Betty Jane Triplett
Asst. Secretary

STATE OF FLORIDA
COUNTY OF CLAY

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared J. I. Triplett, III, and Betty Jane Triplett, well known to me to be the President and Assistant Secretary respectively of the corporation named in the foregoing instrument, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. Witness my hand and official seal in the county and state aforesaid this 17th day of July, 1958.

STATE OF FLORIDA
COUNTY OF CLAY
THIS INSTRUMENT FILED AND RECORDED 10 DAY
OF July 1958 AT 12:00 PM IN
OFFICIAL RECORDS
PAGE 181 RECORD VERIFIED
GEORGE L. CARLISLE, CLERK OF CIRCUIT COURT
CLAY COUNTY, FLORIDA

Notary Public, State of Florida at Large
My commission expires: 3-11-61

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(c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one water ERC is (450) GPD and one wastewater ERC is (311) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for water service shall be at the consumer's side of the meter and for wastewater service at the lot or property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water and wastewater service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that he is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collections systems and water distribution systems, where applicable, and further to induce Utility to provide water and wastewater service, Developer hereby agrees to pay to Utility the following service availability charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a)	Water Plant Connection Charge:	
	(\$340.00 x 1.0 ERC's)	\$ 340.00
	Wastewater Plant Connection Charge:	
	(\$1,845.00 x 1.0 ERC's)	\$ 1,845.00
	Environmental Impact Charge:	
	(\$410.00 x 1.0 ERC's)	\$ 410.00
(b)	Customer Connection Charge (Tap-in)-Water	\$ 8,973.70 *
	Customer Connection Charge (Tap-in)-Wastewater	\$ 8,915.26 *
(c)	Main Extension Charge - Water	\$ N/A
	Main Extension Charge - Wastewater	\$ N/A
(d)	Fire Protection Charge	\$ N/A
(e)	Meter Installation Charge	\$ 342.00 **
(f)	Plan Review Charge	\$ 38.50
(g)	Inspection Charge	\$ 38.50
(h)	Recording Fee	\$ 104.00
	Total	\$ 21,006.96

* - See paragraph 31 & 33, for explanation of charges.

** - Includes one-3/4" potable water meter installation with meter box.

Note: Items (b), (f), and (g) are estimates and are subject to adjustment based on actual cost incurred. Item (b) is subject to increase for any material price increases incurred by Utility for this project.

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Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Any user or consumer of water and wastewater services shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Utility as regards claims for breach of contract, damages, or charges of the like of Utility.

5. Agreement to Serve - Utility agrees that once it provides water and wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or acts of God.

6. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

7. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

8. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

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9. Effluent Disposal Obligation - As further consideration for this Agreement, Utility may require Developer to take back treated effluent for disposal, and to provide for certain wet weather storage for such effluent on the Property. In that event, a separate agreement will be entered into for such purpose.

10. Quality of Wastewater - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility directly by Developer. The Developer shall be required to install grease traps for all non-residential kitchen facilities and sand traps if floor drains are connected to the Utility's sanitary wastewater transmission system. Such installation shall be in accordance with the requirements of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax, paint, chlorides, or salt water or any substances and materials which contain any hazardous, flammable, toxic and/or industrial constituents, be directly delivered by Developer to the lines, of the Utility, Developer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

In the event Utility determines that the Property to be served poses a threat of introducing chlorides, salt water, or similar constituents into the collection or transmission system at levels determined by the Utility to be harmful to the wastewater system, including, but not limited to, the system's ability to provide effluent meeting reuse standards as an irrigation supply source, the Utility has the right, in its reasonable discretion, to decline or discontinue service to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Utility's system and the ability to serve its members.

11. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

12. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Mr. & Mrs. Matthew W. Jenkins
1759 Eagle Watch Drive
Fleming Island, Florida 32003

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

13. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

14. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

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15. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

16. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's wastewater and water distribution system.

MISCELLANEOUS PROVISIONS

17. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

18. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

19. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

20. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

21. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

22. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

23. It is because of inducements offered by Developer to Utility that Utility has agreed to provide water and wastewater services to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's property.

24. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

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25. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly, make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

26. It shall be Developer's responsibility or Developer's customers' responsibility, utilizing the project's water and wastewater service within Developer's project, to apply to Utility for service after the installation of the water and wastewater utilities, have been completed and accepted by Utility. Upon completion of application for water and wastewater service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

27. It is understood and agreed by Developer and Utility that Developer shall not place any conservation easements over any of the easement lands that contain Utility's water or wastewater facilities for the project covered by this agreement.

28. Developer shall grant an easement to Utility covering any portion of the potable water and wastewater facilities that Utility agrees to own and maintain, and Developer shall be responsible for providing the legal description for such easement to Utility. This agreement is contingent upon the execution of the Grant of Easement document shown on Exhibit "B", attached hereto.

29. It is understood and agreed that the landscaping (new or existing) for this project shall not include the planting of any trees within ten feet (10') of the water main to be owned by Utility.

30. It is understood and agreed by Developer and Utility that the water & wastewater installations, stated in this agreement, are subject to the receipt of a "County Use Permit" to work within Lakeshore Drive right-of-way.

31. It is understood and agreed by Developer and Utility that the charge shown in paragraph 4 (b) "Customer Connection Charge (Tap-in)-Water", of this agreement, includes the construction necessary (through the curb stop) to accommodate a 3/4" full-bore potable water meter installation, terminating on an easement at or near Developer's Property line, where Developer will make the connection. Such meter shall be at location agreeable to Utility that is readily accessible to Utility at all times for operation and maintenance purposes.

32. It is understood and agreed by Developer and Utility that Utility shall own and maintain all facilities upstream of the downstream side of the potable water meter, and all facilities downstream of the downstream side of the potable water meter shall be owned and maintained by Developer. Utility shall have access to the water meter for meter reading and maintenance purposes.

33. It is understood and agreed by Developer and Utility that the charges shown in paragraph 4(b) "Customer Connection Charge (Tap-in)- Wastewater", of this agreement, includes the 2" PVC service connection to the existing 2" force main through the 2" service stub terminating at the 2" ball valve and check valve assembly housed in a DFW1324 valve box, which terminates within an easement at or near Developer's Property line, where Developer will make the connection. Such wastewater service termination point shall be at a location acceptable to Utility and which is readily accessible to Utility at all times for operation and maintenance purposes.

34. It is understood and agreed by Developer and Utility that the connection point being constructed is a pressure force main connection point and will require the Developer's installation and maintenance of a grinder pump station and piping, capable of pumping Developer's flow at the required pressure condition, and connection of said piping to Utility's system at the valve box at or near Developer's Property line, in order for Developer's flow to be pumped into Utility's system for treatment and disposal.

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In addition, prior to the start-up of the grinder pump station, Developer will be required to pull the grinder pump for Utility's inspection to be sure the proper grinder pump has been provided. If the proper grinder pump has been provided, the system start-up will be allowed to proceed. If not, Developer shall correct the pump station and call for a follow-up inspection. An additional service charge will be assessed for the follow-up inspection.

35. It is understood and agreed by Developer and Utility that Developer will own and maintain the private pumping station on the Property, and in the event of an electrical power outage, it shall be Developer's responsibility to provide backup power, if continuous service is desired. Utility is in no way responsible for damages or injury, either directly or indirectly, related to sanitary sewage overflows, spills or stoppages related to loss of electrical power or any malfunction of the privately owned facilities.

36. It is understood and agreed by Developer and Utility that all wastewater installations upstream of Developer's point of connection shall be owned and maintained by Developer, and all installations downstream of this point of connection shall be owned and maintained by Utility.

37. It is understood and agreed by Developer and Utility that this agreement is subject to a total potential refundable amount of \$6,353.63 (\$2,117.88 x 3 ERC's) which will be collected from the first three property owners in the area who make connection onto the 2" wastewater main installed with this project. At that time, upon collection of the appropriate charges, Utility will refund said amount to Developer. This refundable agreement shall be for a period of ten (10) years, without interest, from the date of this agreement, and shall be renewable at the end of the ten (10) years, if not collected sooner, and if an extension is requested by Developer before the end of the initial ten (10) year period. It is understood and agreed by Developer and Utility that if Developer conveys, assigns, transfers, or sells this property, Developer is hereby notified that he/she is responsible for providing Utility a written notice of all forwarding addresses of Developer for the above mentioned ten (10) year period so that any refund due may be sent to Developer.

The above language assumes that Developer will not subdivide and/or develop additional lots/houses on his Property, as described on Exhibit "A" attached hereto, which will be allowed to use the capacity of the wastewater force main. Should this happen, all or a portion of, the above-referenced refundable provision will become null and void.

38. It is understood and agreed by Developer and Utility that this agreement does not include any other developments (future additions) that are planned for this Property. A separate agreement will be prepared for the additional requirements of each future development on the Property when such development is initiated.

39. It is understood and agreed by Developer and Utility that Developer will be responsible for all of the dress-up and sod replacement of the construction area within Developer's property, upon completion of the project.

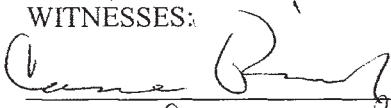
40. It is understood and agreed by Developer and Utility that the construction of this project will not commence until receipt of all permits and easements, if necessary, and this agreement is executed and the charges stated herein are paid. Utility will use its best efforts to expedite this project so that service can be made available to the Property at the earliest possible date.

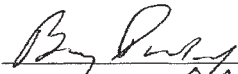
41. It is understood and agreed by Developer and Utility that this agreement will need to be executed by Developer, and the charges paid (shown on page 2, of agreement), prior to October 1, 2012, or this agreement will be subject to any Service Availability charge increases approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2012; and this agreement is subject to any material cost increases which Utility may experience after October 1, 2012.

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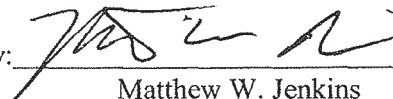
IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

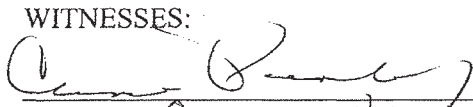

Print Name Corinne Poinboeuf

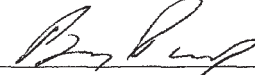

Print Name Barry Poinboeuf

DEVELOPER:

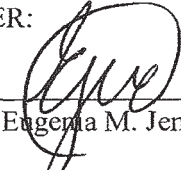
By:  (Seal)
Matthew W. Jenkins

WITNESSES:



Print Name Corinne Poinboeuf

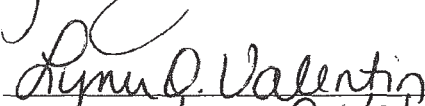

Print Name Barry Poinboeuf

DEVELOPER:

By:  (Seal)
Eugenia M. Jenkins


WITNESSES:


Print Name Jennifer M. Cron


Print Name Lynn O. Valentin

UTILITY:

CLAY COUNTY UTILITY AUTHORITY

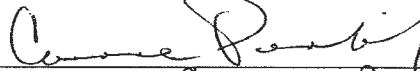
By: 
Ray O. Avery, Executive Director

(Corporate Seal)

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STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 14th, day of September, 2012,
by **MATTHEW W. JENKINS**, who is personally known to me or who has produced _____
_____, identification and who did (did not) take an oath.

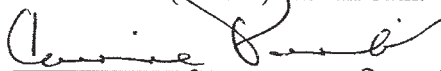

Printed Name Corinne Pimboeuf

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 14th, day of September, 2012,
by **EUGENIA M. JENKINS**, who is personally known to me or who has produced _____
_____, identification and who did (did not) take an oath.

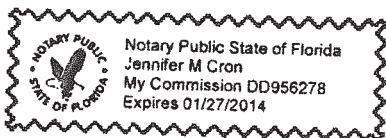
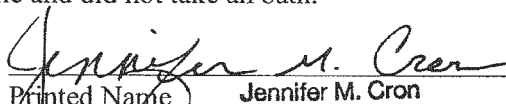

Printed Name Corinne Pimboeuf

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20th, day of September, 2012,
by **RAY O. AVERY**, who is personally known to me and did not take an oath.



Printed Name Jennifer M. Cron

Notary Public, State of Florida at Large

My Commission Expires:

WATER & WASTEWATER
1571 SOUTH SHORE DRIVE
Matthew W & Eugenia M Jenkins

EXHIBIT "A"

Parcel Identification No. 29-04-26-021310-000-00:
Official Records Book 3360, page 1663 through 1664

Lot 1, Doctors Lake South Unit One, a subdivision according to the plat thereof recorded in Plat Book 5, Page 47, in the public records of Clay County, Florida.

Exhibit "B"
Page 1 of 2

Prepared under the direction of,
Record and return to:
Grady H. Williams, Jr., Esq.
c/o Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

GRANT OF EASEMENT

(Individual)

Parcel No.: 29-04-26-021310-000-00
Project Name: 1571 South Shore Drive

THIS INDENTURE, made this ____ day of _____, A.D. 2012, BETWEEN **MATTHEW W. JENKINS** and **EUGENIA M. JENKINS**, husband and wife, whose mailing address is 1759 Eagle Watch Drive, Fleming Island, Florida 32003, hereinafter called **GRANTORS**, and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907, hereinafter called **GRANTEE**.

WITNESSETH: That GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to him in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever an unobstructed and non-exclusive right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Clay County, Florida, to-wit:

An easement for utilities, covering the west 10 feet and the south 10 feet of Lot 1, DOCTORS LAKE SOUTH UNIT ONE, a subdivision according to the plat thereof recorded in Plat Book 5, page 47, of the Public Records of Clay County, Florida, said easement being parallel and adjacent to and outside of the east right-of-way line of Lakeshore Drive and the north right-of-way line of South Shore Drive.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTORS do hereby fully warrant the title to the Grant of Easement described herein, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTORS have hereto set hand and seal the day and year first above written.

Signed and sealed in our presence:

Witness: _____
Print Name: _____

By: _____ (Seal)
Matthew W. Jenkins

Witness: _____
Print Name: _____

EXHIBIT "B"

Page 2 of 2

Witness: _____
Print Name: _____

By: _____ (Seal)
Eugenia M. Jenkins

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by **MATTHEW W. JENKINS**, who is personally known to me or has produced _____
_____, as identification.

Print Name: _____
Notary Public in and for the
County and State Aforesaid

My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by **EUGENIA M. JENKINS**, who is personally known to me or has produced _____
_____, as identification.

Print Name: _____
Notary Public in and for the
County and State Aforesaid

My Commission Expires:

Accepted on behalf of the Clay County Utility Authority.

By: _____
Ray O. Avery, Executive Director

Prepared under the direction of,
Record and return to:
Grady H. Williams, Jr., Esq.
c/o Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

GRANT OF EASEMENT

(Individual)

Parcel No.: 29-04-26-021310-000-00
Project Name: 1571 South Shore Drive

THIS INDENTURE, made this 14th day of September, A.D. 2012, BETWEEN **MATTHEW W. JENKINS** and **EUGENIA M. JENKINS**, husband and wife, whose mailing address is 1759 Eagle Watch Drive, Fleming Island, Florida 32003, hereinafter called **GRANTORS**, and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907, hereinafter called **GRANTEE**.

WITNESSETH: That GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to him in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns forever an unobstructed and non-exclusive right-of-way and easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situate in Clay County, Florida, to-wit:

An easement for utilities, covering (1) the west 15 feet of the south 430 feet, and (2) the south 15 feet, of Lot 1, DOCTORS LAKE SOUTH UNIT ONE, a subdivision according to the plat thereof recorded in Plat Book 5, page 47, of the Public Records of Clay County, Florida; said easement (1) being parallel and adjacent to and outside of the east right-of-way line of Lakeshore Drive, and said easement (2) being parallel and adjacent to and outside of the north right-of-way line of South Shore Drive.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTORS do hereby fully warrant the title to the Grant of Easement described herein, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTORS have hereto set hand and seal the day and year first above written.

Signed and sealed in our presence:

Witness: Corinne Poinboeuf
Print Name: Corinne Poinboeuf

By: Matthew W. Jenkins (Seal)
Matthew W. Jenkins

Witness: Barry Poinboeuf
Print Name: Barry Poinboeuf

Witness: Corinne Poinboeuf
Print Name: Corinne Poinboeuf

By: Eugenia M. Jenkins (Seal)
Eugenia M. Jenkins

Witness: Barry Poinboeuf
Print Name: BARRY POIMBOEUF

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 14th day of September, 2012, by MATTHEW W. JENKINS, who is personally known to me or has produced _____, as identification.

Corinne Poinboeuf
Print Name: Corinne Poinboeuf
Notary Public in and for the
County and State Aforesaid
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY



The foregoing instrument was acknowledged before me this 14th day of September, 2012, by EUGENIA M. JENKINS, who is personally known to me or has produced _____, as identification.

Corinne Poinboeuf
Print Name: Corinne Poinboeuf
Notary Public in and for the
County and State Aforesaid
My Commission Expires:



Accepted on behalf of the Clay County Utility Authority.

By: Ray O. Avery
Ray O. Avery, Executive Director