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## AGREENENH AS TO COVENANTS AND RESTRICTIONS

THIS AGREEMENT AS TO COVENANTS AND RESTRICTIONS made this 9th day of December, 1983 , by and among Healthcorp, Inc., a Delaware corporation, AOA Partners, II, a Georgia gerseral partnership, AOA Partners, III, a Georgia general partnership, J. Charies Morand, Robert R. Thousand, Jr., Dionisio Ybanez, Robert D. Lee, Shriram S. Marathe, Andersorn R. Williams, Jr., and Mark P. Sokolay. WTTNESSETH:

WHEREAS, the parties to this Agreement as to Covenants and Restrictions have acquired by warranty deeds various parcels of real property located in st. Johns County, Florida, said parcels being included within the real property described as follows:

That part of Government Lot 3 , section 6 . Township a south, Range 30 East, $s t$. Johns County, Elorida, more particularly described as follows:

Commence at the intersection of the south line of said
Government Lot 3 with the west right of way line of U.S. ॠighway No. 1, said right of way lins keing 100 feet West from and parallei with the center line of the southbound trafsic lanes of said highway; thence North i degree 13 minutes $A 0$ seconds west, on said right of way line, 132 feet to the point of begimning at the southeast corner of the nerein caescribed parcel of land at the Northeast cornex of land described in officiai Records book 56 , page 328 , public records of said county; thence south 88 degrees 38 minutes 00 seconds west. on the North line of the souch 132 feet of saia Government Lot 3, a distance of $1,286.86$ feet; thence North 1 degree 22 minutes 00 seconds west, on the East right of way line of Road No. S--5A (Old Moultrie Road) said East right of way lire being 33 feet East from and paraliel with tive :zexter line ar said road, 450 feet; thence North eE degrees 38 minutes 00 seconds East $1,187.95$ feet; thence South 1 degree 13 minutes 40 seconas East, on said west zight of way line of highway, 450 feet to the point of heginning; and contiximing l2. 267 acres more ox less.
hereirateer refenred to as the "Property," riom George Irwin Levit, Nax stanley Levit ana Leonara Ronald setzer, as Irustees for sill Alane tevit under that certain deed of Trust recordec in Officici Recoras Book 280, at page 475, clerk's No. 75-4991, oE the publis records of st. Johmis county, Florida and George Irwin Levit, Max stamiey Levit and Leorara komada setzer, as trustees for Bemjamin Ronald Andrew Levit under that cextain deed of trust recoraed in Official Records Book 280, page 466, clexk's No. 754990, of the public records of st. Johns County, Florida; and


#### Abstract

WHERSAS HealthCOIP, Inc., and AOA Partnexs, II, have acquired the property described in Exhibit 1 attached hereto and by this reference made a part hereof, hereinarter referred to as the "Ex2ibit 1 Property"; and

WIEREAS HealthCorp, Inc., and AOA Partners, II, have acquired the property described in Exhibit 2 attached hereto and by this reference made a part hereof, hereinafter referred to as the "Exkibit 2 property"; and

WHEREAS HealthCorp, Inc., and AOA Partners $X I I$, have acquired the property described in Exhibit 3 attached hereto and by this reference made a part hereof, hereinafter referred to as the "Exhibit 3 Property"; and

WHEREAS J. Charles Morand, HealthCorp, Inc., and AOA Pertners, III, have acquized the property described in Exhibit 4 attached hereto and by this reference made a part hereof, hereinafter LeIerxed to as the "Exhibit 4 Property"; and whereds J. Charles morand has acquired the property described in Exhibit 5 attanked hereto and by this reference made a part hereof, hereinafter refexred to as the "Exhibit 5 Propexty"; and WHEREAS Robert $R$. Thousand, Jr., has acquired the properiy described in Exhibit 5 attached hereto and by this reference made a pait hereof, hereinafter referred to as the "Exhibit 6 property"; and virereas Dionisio vbanez has acquired the property described in Exhibit 7 attached hereto and by this seference made part hereor, hereinafter referred to as the "Exhibit 7 property"; and WHEREAS RObert D. Lee has acguized the property described j.n Exnibit 8 attached rereto and by this reference made a part hereof, hereimafter refexred to as the "Exhibit 8 Property"; and WhEREAS Shriram $S$. Marathe has acquired the property described in Exhibit 9 attacmed hereto and by this reference made a part hexeos, hexeinafter referied to as the "Exネibit g Fxopeziy"; axd


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#### Abstract

WHEREAS Anderson R. Williams, Jr., and Mark P. Sokolay have acquired the property described in Exhibit 10 attached hereto and by this reference made a part hereof, hereimarter referred to as the "Exhibit 10 Property"; and WHEREAS the parties hereto mave entered into certain covenants and agreeements for the acquisition, development, and use of the propexty and theix respective parcels described above, as hereinafter set forth; and

WHEREAS the parties hereco would not have acquired their various parcels without the covenants and agreements of the other parties hereto, as hereinafter set forth;

NOW, XHEREFORE, in consideration of the premises, the covenants fna agreements hereinafter set forth, and other good and valuable considexations, the receipt and sufficiency of which are mereby ackrowledged by all parties hereさo, Healthcorn. inc., AOA Partners, iI, AOA partners, III, J. Chaxjes Morand, Robert R. Thousand, Jr., Dionisio Yoanez, Pobert D. Lee, Shriran S. Marathe, Anderson R. Williams, Jr., and Mark P. Sokolay hereby covemant and agree as follow = 1. Except as otherwise provided in paragraphs 35 and 4 hereof, all of the froperty owned by the parties hereto shall only be operated or used for or ir connection with (a) the diagnosis, treatment, therapy, rehabilitation, housing, or care of or for the eged, sick, ili, injured, infirm, impaired, disabled, or handicapped pexsors, ox for the prevention, detection, and control of disease, including, without limitation theze ciinic, emengency, outpatient, ardintermediate care, incluaing, but not limited to, facilities for the eldexiy such as adult congregate living facilities, facilities defined in section 254.205(8) of the Florida statutes (2981). day care and share-ahome facilities, and mursing homes, and (b) the following related operations and uses bhen used for or in connection with the foregoing: laboratory, research, pharmacy, laurary, health.


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personnel training and lodging，patient，guest，and health personnel food service facilities，and offices and office buildings for persons engaged in health care professions or services．

2．If the operation and use of the Exhibit 2 property shall continue to be restricted to the operations and uses provided for in paragraph ？hereof，there may be ingress to or egress from said Exhibit 2 Property from the Exhibit 1 Property，the Exhibit 10 Fxcperty，or the Exhibit $\&$ Property pursuant to an easement granted by any of the owners thereof．If，however，pursuant to たんニ provisions of paragxaph 3E hereof eny poxtion of the eninibit 2 Property shall cease to be so restricted as provided in paragraph 1．hereof，such portion and only such portion of the Exhibit 2 Property shall cease to be accessible through the Exhibit 1 Fropercy，the Exhibit 20 property，or the Exhibit 4 property， either oitrectly or indirectly．

3．The owners of the Exhibit 1 property，the Exhibit 3 Property，tine Exhibit 5 Property，the Exhibit 5 property，the Exhibit 7 Froperty，the Exhibit 8 Property，the Exhioit 9 property， ana ciae Exhibit 10 property shall have the right to acquire the Exhibit 2 Property from the owners thereof in the following metipuex：

A．The easterIy 2.25 acres of the Exhibit 2 property may be acquixed：（i）for a purchase price of $\$ 46,300.00$ after the execution of this agreement，said purchase price to be increasea by a sun of $\$ 530.00$ pex month on the first day of each month from and including February 1, 198s，timough and including Decembex 1 ， 15S4．or（ii）for a purchase pirice of $\$ 56,000.00$ on or after January 1, l 985 ，said puxchase price to be increased by a sum of S630．00 $\underset{x}{ }=1$ morith on the first day of each month from and inciuding February 1,2985 ，through and including June 1，2985．If this ontion shall not have been exercised by June 30 ， 1985 ，then the option righes hereby grantea shall cease and terminate．

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B. As to the remaining portion of the Exhibit 2 Property, the same being the westeriy 2.026 acres more or less thereof, ir the option to purchase the 2.25 acres pursuant to paragraph 3A shall have been exercised or shall be exexcised simultaneously herewith, said westerly 2.026 acres more or less may be acquired (i) for a purchase price of $\$ 42,700.00$ after the execution of this agreement, said purchase price to be increased by a sum of \$570.00 pex month on the first day of each month from anc including Februiry 1, I984, through and including December 1, 1984, or (ii) for a purchase price of $\$ 50,400.00$ on or aftex January 1,2985, said purchase price to be increased $15 y$ a sum of $\$ 570.00$ per month Oin the fixst day of eacn month from and including February 1 , I985, tinousk and inciuding December 1, 1985. This option provided in this paragraph $3 E 3$ shail cease and terminate on January i. 19SS: provided. however, that if the option piovided in paragreph AM Ehali not mave been exercised on or before June 30, 1985, the option provided in tris paragraph $3 B$ shall cease anc terminate on June 30,1985 , simultaneously with the cessation and termination of tho option to purchase the 2.25 acre parcel as provided in paragxapl 3A.
E. In ardition to the foregoing purchase prices. those parties participeting ix the exexcise of the optioxs provided in paragxawh $3 A$ and $3 B$ shall pay to rxealthcoxp, Inc., anc foA Paxtinexs, II, all of the ciosing costs involved in the exercise of che options, exclusive omly os the attorneys' fees of mealthcorp, Inc., arad AOA Partnexs, II.
D. Each of the parties hexeto shall rave the right to participate in the exercise of the foregoing options upon the basis of a fraction, fine numeratox of which shali be respectively as xollows:

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## 7 J. Charles Morand

6 HealthCorp, Inc., and AOA Partners, III, jointly
2 Robert R. Thousand, Ir.
1 Dionisio ybanez
1 Robert $D$. Lee
1 Shriram S. Marathe
I Andexson R. Wiユliams, Jr., and Mark I. Sokolay, jointly
1 Healtrcorp, Inc., and AOA Partners, II, jointly
and the denominator of which shall be the sum of the numerators of those parties participating in the exercise of the option.
E. If the parties hereto shail not have exercised their option to purchase all of the Exhibit 2 property pursuant to waragraphs $3 A .3 B, 3 C$, and $3 D$ hereof prior to January 1,1986 , then all restrictions of operations and uses pursuant to paragraph l hereof shall cease and temminate on January 1,1987 , with respect to the Exhibit 3 Property, the easterly 1.5 acres of the Exhibit 5 property, and that portion of the Exhibit 2 property as to which the option to Eurchase pursuant to paragraphs 3A, $3 B$, 3C, and 3D kas not been exercised.
\&. In the evert that (a) the restrictions imposed purswant to paragraph 1 hereof have ceased and terminated pursuant to the provisions of paragraph $3 E$ nereof with respect to the Exhibit 3 Property and the easterly $1 . S$ acres of the Exhibit 5 property, and (b) any portion of the Exisibit 3 property or the easterly $i .5$ acres of the Exnidiz 5 property shail de used for operations and uses mot specificaily permitted in paxagraph i hereof, tinen the owners of sucin portions of such property shaiz create and establisin therecn for tire benefit of ali other parties hereto a lo-foot buffer of real property separating such operations and uses from the Erhibit $\neq$ Froperty and an additional lo-foot buffer of real property to the west of such operations and uses. The parties hezeto shail be entithed to enter upon said lonfoot buffers of real property and to plant and maintain thereon any vegetation which they may desire.

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5. The tems, sovenants, and conditions contained in this agreement shalz be construed as covenants running with the land and shall bind, and the benefits and advantages thereof shall inure to the benefit of, the parties, their heirs, fegal representatives, successors, assigns, tenants, and mortgagees, as applicable and appropriate
6. rbis agreement supersedes and replaces any previous written or oral agreements between the parties pertaining to the matters contained herein and all such agreements are herehy declared to be null anci roid arid of no further force and effect. If WITNESS WFEREOF, the parties hereto have caused this Agreement as to covenants and Restrictions to be executed the day and year fixst above written.


HEALTHCORP, INC.
 Vice President


## ${ }^{2} \mathrm{FE} 517$ Patio 875



STATE OE GEORGIA
COUNTY OE FilfCN
"Q kure foregoing instrument was acknowledged before me this A, daley of December, 1983, by Michael [h' Beavers. as vice Pr\& , O\& the corporation.


STATE OE GEORGIA COUNTY OFfiURION

The foregoing instrument was acknowledged before me this血 General partner or AOA partners, III, 'a general parthersity, on behalf of the partnership.
Notary public, state of Georgia
My =ommission expires:

Power
Mi) C:

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#### Abstract

A parcel of land in Government Lot 3, Section 6, Township e South, Range 30 East, st. Johns County, Fiorida, said parcel of land being more fully described as follows:

Commencing at the intersection of the south line of said Gorernment Iot 3 with the west right of way inine of U.S. Highway No. 1, said right of way line being loo feet west from and parallel with the centar line of the southbound triffic lanes of said highway: thence North 1 degree 13 minutes 40 seconds west, on said right of way line, 327.00 Ieet $i o$ a point: therce south 8 B degrees 38 minutes oo seconds お出 3 a distance of s.46.80 feet; thence north 1 degree l3 minutes 40 seconds west a distance of 5.00 feet; thence south 88 degiees 3 minutes 00 secoris west a distamce of 217.80 feet to the point of beginning; trence south i degree i3 minutes 40 secoinc East a distance of 200.00 feet to a point on the NoIth lite of the South 132 Feet of said Goveximent rot 3 : thence $\leftrightarrows$ Min 88 degrees $3 E$ minutes 00 seconds west on said  13 mimutes 40 seconds west a distance of 200.00 feet; thence Norti: 88 Eegrees 38 minutes 00 seconds East a distance of 108.90 feet to the point of beginning; said paxcel cortaining 0.500 acre more ox less.


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A parcel of land in Govexnment Lot 3, Section 6. Township 8
South, Range 30 East, St. Johns County, Florida, said parcel
of land being more fully described as follows:
Commencing at the intersection of the south line of said Govermment Lot 3 with the west right of way line of U.S. Highway No. l, said right of way line being 100 feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 minutes 40 seconds west, on said right of way line, 132 feet to a point at the Northeast corner of land described in Orficial Records Book 56, page 328, pubiic records of said County; thence south 98 degrees 38 minutes 00 seconds west on the North line of the south 132 feet of said Government Lot 3, a distance of 773.50 feet to the point of beginning; thence continue south 88 degrees 38 minutes 00 seconds west on said North line a distance of 413.36 feet to a point iying on the East xight of way iine of Road mumer s-5A (old Moultrie Road) said East right of way line being 33 feet East from and parallel with the centerline of said road; thence North \(\lambda^{2}\) degree 22 minutes 00 seconds west on said East right of way inne a distance of 450.00 feet; thence North 88 degrees 38 minutes 00 seconds East a distance of 424.45 feet; thence soith 2 degree 13 minutes 40 seconds East a distance of 450.00 feet to the point of beginning; said pareel eontaining \(2.27 \epsilon\) acres more or lese.
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A parcel of land in Government Lot 3, Section 6, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel of land being more fully described as follows:
Commencing at the intersection of the south line of said Government Lot 3 with the west right of way jine of U.S. Highway No. 1, said rigint of way line being 100 feet West from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 minutes 40 seconds west on said right of way line. 387,00 feet to the point of beginning; thence South 88 degrees 38 minutes 00 seconds west parallel with said South line of Goveramerat dot 3 a distance of 335.10 feet; thence North 2 degree 13 minutes 40 seconds west a distance of 195.00 feet to a point; thence North 88 degrees 38 minutes 00 seconds Fast a distance of 335.10 feet to a point lying in the said West right of way line of U.S. Mighway 1 , said point being 295.00 Feet from the point of beginning; thence south 1 decree 13 minutes 40 seconds East 195 .00 feet on said west
 containing 1.500 acres more or less.

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## EXHIBIT 4

A parcel of land in Government Lot 3, section 6, Township 8 South, Range 30 East, St. Johns County, Florida, said parcel of land being more fully described as follows:

Commencing at the intersection of the south line of said Govermment Lot 3 with the west right of way inine of U.S. Highway No. 1 , said right of way line being loo feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 mirutecs 50 seconas west, on said right of way liree i 32 feet to a point at the Northeast cornex of land described in Official Records Book 56, page 328, public records of said County: thence continue North 1 degree 13 minutes 40 seconds West on said west right of way line of U.S. Fighway No. 1 a distance of 195.00 feet to the point of beginning; thence South 83 degrees 38 minutes 00 seconds west parailel with said South line of said Government rot 3 a distance of s4S. 80 feet; thence North 1 degree 13 minutes 40 seconds West a distance of 5.00 feet; thence south 88 degrees 38 minutes 00 seconas west a distance of 326.70 feet; thence Nortin 1 degree 13 minutes 40 seconds west a distance of 50.00 Feet: thence North es degrees 38 minutes 00 seconds East a distance of 326.70 feet; thence Nozth 2 degree 13 minutes 40 seconds hiest a distance of 5.00 feet; thence North 88 degrees 38 minutes 00 seconds East a distance of 446.80 feet to a point lying in tine said west Iight of way inne of i.S. inighway No. I at a point 60.00 feet from the point of beginning; thence south 1 degree 23 minutes 40 seconas East on said west right of way inine a distance of 60.00 feet to the point of begimring; saia parcel containing 0.990 acre more or less.

A parcel of 7 and in Government Lot 3 , section 6. Township 8 South, Range 30 East, St. Johns County, Florida, said parcel of land being more fully described as follows:
commencing at ine inte:section of the south line of said Government Lot 3 with the west right of way iine of U.S. Highway No. 2 , said right of way line being 100 feet vest from and parailel with the center line of the southbound traffic lanes of said hiohway; thence North 1 degree 13 minutes 40 seconds West, on said right of way line, 132 feet to the point of beginaing at the southeast corner or the herein described parcel of land at the Northeast corner or 2anc jescribed in Official Records Book 56, page 328, pubiic recoxts of saia County; thence continue North 1 degree 13 minutes 40 seconds west on said right of way line a distance of i95.00 feet; thence South 88 degrees 38 minutes 00 seconds west a distance of s46.80 feet; thence south l degree 13 mimites so seconis East a distance of 195.00 Ieet to a point on the North line of the South 132 feet of said GO: 2FMnt I.OE 3; thence North 88 degrees 38 minutes 00 seconds 玉ast on said rozth line a distance of a46. 80 feet to the point of beginning; said parcel containing 2.000 acres moze or less.

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## EXPIBIT 6


#### Abstract

A parcel of land in Government Lot 3 , Section 6 , Tonnship 8 South, Range 30 East, St. Johns County, Florida, said parcel of land being more fully described as follows:

Commencing at the intersection of the south line of sajd Goverument Lot 3 with the west right of way iine of u.S. Highway No. l, said right of way line being loo Feet west from and paraliel with the center line of the soutinbound traffic lanes of said ixighway; thence North 1 degiee 13 minutes 40 seconds west, on said right of way iine, 387 Feet; therice Soutr 88 degrees 38 minutes 00 seconds west paraliel with said south iine of Government Lot 3 a distarace of 355.20 feet to tine point of beginning; tinerice contimue south 35 Eegrees 38 minutes 00 ssconds west a distance of 111.70 feet; thence south 1 cegree 13 minutes 40 seconds East a distarce of 5.00 feet; tremce south e8 degrees 38 minutes 00 seconds west a distance of 108.90 fenti therce North 2 degree 23 minutes 40 seconds west 200 . 00 feet; thence Novti 88 degrees 38 minutes 00 seconds $E$ ast. a distance  East a Aistance of IG5.00 feet to tne point oi begirinirgi said parcel containing 1.000 acre more or jess.


A parcel of land in Government Lot 3 , section 6, Township 8 South, Range 30 East, St. Johns County, Fiorida, said parced of land being moxe fully described as follows:

Commencing at the intersection of the South line of said Government Lot 3 with the west right of way line of U.S. rifighway No. 1, said right of way inine being ioo feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North l degree 13 minutes 40 seconds west, on said right of way line, 387 feet; tinence south 88 degrees 38 minutes 00 seconds west parallel with said South line of Government Lot 3 a distance of 446.80 feet; thence South 1 degree 13 minutes 40 seconas East a distance of 5.00 feet: thence south sa degrees 38 minutes 00 seconds west a distance of 108.90 feet to the point of beginning; thence continue south 88 degrees 33 minutes 00 seconds West a distance of 108.90 feet; the 2 North 1 degree 13 minutes 40 seconds West a distance of 200.00 feet; thence North 88 degrees 38 minutes 00 seconds East a distance of 108.90 feet; theroe sovth l degree 13 minutes 40 seconas East a distance of 200.00 feet to the point of beginning, saic parcel containing 0.500 acre more or less.

## EXHIBIT 8


#### Abstract

A parcel ox land in Government Lo^ 3, Section 6, Townskip 8 South, Range 30 East, St. Johns County, Fiorida, said parcel OF land being more fuliy described as foliows:

Commencing at the interwemtion of the south $1 j n e$ of said Government Lot 3 with the west right of way inne of U.S. Highway No. 1, said right of way itne being 200 feet west from and parallel with the center line of the southbound traffic lanes of said highway; therce North 1 cegree 13  feet to a point; thence south $8 \varepsilon$ degrees 38 minutes 00 seconcs west parallel with said suvth lime or Goverrment Lot 3 a distance of 446.80 feet to the point of beginuingi merace south 1 degree 13 minutes 40 seconds aast a distance Of 295.00 Feet to a point on tine Nortri lime of tie South 132 feet of seid Goveinment Lot 3 ; therace South 88 degrees 38 minutes 00 seconds west on said Noxth line a distarace of 108.90 feet; thence Noxth i degree 13 minutes 40 seconds West a distance of 200.00 feet; thence Nozth 88 degrees 38 minutes On secords East a distance of 108.90 Feet; thence  teet to the point of beginning; said parcel containitg 0.500 acre more or hess.


#### Abstract

A parcel of 2 and in Government Lot 3 ，Section 6，Township 8 South，Range 30 East，S亡．Johns County，Florida，said parcel of lard being more fully described as sollows：

Commencing at the intersection of the south line of said Govexnment Lot 3 with the west right of way line of U．S． Highwey No．1，said right of way line being 100 feet west from and parallel with the center line of the soutinbounc traffic lanes of said highway；thence North 1 degree 13 minutes 40 EEconds west，on said rightof way line， 327.00上eet to a point；therce south 88 degrees 36 minutes oo seconds west parallel witr said south iine of Government Lot 3 a distance of 446.80 feet；thence North i degree lu minutes 40 seconds west a distance of 5.00 feet；tinence south se degrees 38 minutes oo seconds west a distance of los．90 feet to the point of beginning；thence soutw i degree du minutes $\therefore 0$ seconds East a distance of 200.00 fest to a point on the Nortin 2 ine of the South 132 feet of said Goverrument Lot 3 ： thence south 88 degrees 38 minutes oo seconds west on said North line a cistance of 108.90 feet；thence North l degree I3 minutes 40 secoñs 由est a distance of 200.00 feet；thence  108．90 上ét to the point of beginning；said parcel convaining 0.500 acre more or less．


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A parcel of land in Govexnment Lot 3, Section E, Township 8
South, Range 30 East, st. Johns County, Florida, said parcel of lard being more fuliy cescribed as follows:
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## Commencing at the intersection ot the south line of said

``` Government Lot 3 with the west rigint of way line of U.S. Fignway No. i, saia right of way line being ió teet west from and paxaliel with the center line or the southoound traffic lanes of said higrway; thence worth 1 degree 13 minutes 20 seconüs west, on said rigit of way line, 387 Feet; themce south 88 degrees 38 minutes 00 seconds west paxaliel with said South line of Government Lot 3 a distance Of 446.80 Leet; truence South 2 degree 3 minntes 40 seconds
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``` minutes 00 seconds West a distance of 277.80 feet to the point of beqinning; thence continue south 38 degrees 38 mirutes 00 setorids west a distance ot 108.90 tett; thence NOLti 2 degre二 13 minutes 40 seconds west a distance of 200.00 feet; thexce North 86 degrees 38 minutes 00 seconds East a distance of 108.00 feet; thence South \(i\) degree 13 minutes \&o seconds fart a distante of 200.00 fet : the U位 Of beginaing, said parcel containing o. 000 acre moxe OI Less.
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THIS GRANT OF EASEMENT dated this 9th day of December, I983, by and from Healthcorp, Inc., a Delaware corporation, AoA paxtners
III, a Georgia general partnership, and J. Charles Morand, as tenants in common, hereinafter referred to as the "Grantors," and to Healthcorp, Inc., AGA Partners, II, a Georgia general partnership, AOA Partners, III, a Georgia general partnership, J. Charles

Morand, Robert R. Thousand, Dionisio Ybanez, Robert D. Lee, Shriram S. Maratine, Anderson R. Williams, Jr., and Mark P. Sokolay, hereinafter referred to as the "Grantees,"

WITNESSETE:
WHEREAS the Grantors own the following described property in st. Johns County, Elorida, to wit:

A parcel of land in Govermment Lot 3 , section 6, Township 8 Scurh, Range 30 Eiast, St. Johns County, Florida, said parcel of land teing more fully described as follc:s:

Commencing at the intersection of the south line of said Govermment Lot 3 with the west right of way line of U.S. Higkway No. 1, said right of way inme being loc feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 mimates 40 seconds west, om said right of way line, 132 feet to a point at the Northeast corner of land cescribed in Official Records Book 56 , page 328 , public records of said
 Nest on said west right of way iine of U.S. Highway No. i a distance of 195.00 feet to the point of beginning; thence Sunth 88 degrees 38 minutes 00 secorids west parallel with said Soutin iine of said Government Lot 3 a distance of 44e-80 Feet; thence North 2 degree 13 minutes 40 seconds west a distance of 5.00 feet; thence south 83 degrees 38 minutes 00 seconcis west a distance of 326.70 feet; thence NEreh l. degree 13 minutes 40 seconds west a distance of 50.00 feet; thence North 88 degrees 38 minutes 00 seconds East a distance of 326.70 feet; thence Noith 1 degree 13 minutes 40 seconds West a distance of 5.00 feet; thence Nortir 88 degrees 38 minutes 00 seconcs East a distance of 446. 30 feet to a point まying in the said west right of way line of U.S. Fiighway No. I at a point 60.00 feet from the point of begirning; thence south 1 degree 23 minutes 40 secords East on said west right of way lins a distance of 60.00 feet to the poirit of beginning,
hereinafter referred to as the "Gramtors' property"; and

WHEREAS HealthCoxp. Inc., and AOA Pariners, II, have acquired the property described in Exhibit 1 attached hereto and by this reference made a part hereof, hertinafter referred to as the "Exhibit 1 Property"; and

WHEREAS HealthCorp, Inc., and AOA Partners, III, have acquired the property described in Exhibit 3 attached hereto and by this reference made a part hereof, hereinafter referred to as the "Exhibit 3 Property"; and

WHEREAS J. Charies Morand has acquired the property described in Exhibit 5 attached hereto and by this reference made a part nereof, hereinafiter referrea to as the "Exhibit 5 property"; and

WHEREAS Robert R. Thousand, Jr. has acquired the property described in Exhibit 6 attached nereto and by this reference made a part hereof, hereinafter referred to as the "Exhibit 6 property"; and

WHEREAS Diotisio Ybanez has acquired the property described in Exhibit 7 attached hereto anc by this reference made a part hereof, hercimaftex refexred to as the "Exhibit 7 property"; and

WHEREAS Pobert D. Lee has acquired the property described in Exhioit 8 atrachea here 0 a and by this reference made a part hereof, hereinafter referred to as the "Exhibit 8 property"; and

WHEREAS Shriram $S$. Marathe has accuifed the property described in Exhibit $s$ attached hereto and by this refexence made a part hereof, hereinafier referred to as tine "Exhibit 9 property"; and WHERERS Andersor R. Williams, Tr and Mark $P$. Sokolay have acquired the property desciribed in Exibibit 10 attached hereco and by this zeference made a part hereof, hereinafter referred to as the "Exinjbit 10 Property"; and

WHEREAS the Grantors have agreea to grant to the Grantees an easement ovez the Grantors' Property for the use and benefit of the Grantses' Property, said term "Grantees' Property" being defined as being collectiveiy the Exhibit 1 property, the Exhibit 3 Property, the Exhibit 5 pioperty, the Exhibit $\bar{E}$ Eroperty, the Exhibit 7 Propexty, the Exhibit 3 Property, the Exhibit 9 Property,

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and the Exhibit 10 Property, as said easement is hereinafter provided for and established;

NOW, THEREFORE, in COnsideration of the premises, the easements, covenants, and agreements nereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hexebr acknowledged by all parties hereto, Healthcozp, Inc., AOA Partnexs, II, AOA Partners, III, J. Charles Morand, Robert R. Thousand, Jr.. Dionisio Yoanez, Robert D. Lee, Shriram S. Marathe, Anderson R. Williams, Jr., and Mark P. Sokolay hereby grant, bargain, sell, convey, covenart, and agree as follows:

1. The Grantors grant, bargain, sell, and convey to the grantees and their heirs, legal representatives, successors, and assigns forever a perpetual, non-exclusive easement on, over, under, ane upon tine Grantors' Property (a) for ingress to and egress from the Grantees' property by the Grantees and any invitees of the Giantees, (b) for the provision of utilities and services to the Grantees' Property, includins, but not limited to, vater, sewer, storm avainage, electrical, gas, telephone, and cable television utilities and services, and (c) for the provision of an entrance sign as provided in paragraph $\epsilon$ nereof.
2. Ey acceptance of this grant ofeasement, the Grantees covennat and agree, at the Grantees' own cost and expense, to coristruct, pave, ariz improve a roadway, including necessary Grainage improvements, upon the Grantors' property for purposes of ingress and egress, said roedwar to be constructed, paved, and improved to a standard aceeptable for pubiic roadways ef similar purpose in st. Johns county, Floxida. The Grantees shall obtain the Grantors' prior written oonsert to the Grantees' improvement plans, whach consent will not be unreasonably withheld. The Grantees shall submit such plans for the Grantors' review within one hundred eighty ( 280 ) deys of the date hereof. The Grantors shall have twenty (20) days after receipt of such plars to review the same; and, if the Grantors have not disapproved the plans within suct period, the pians shail be deemed approved. If the

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Grantors disapprove the plans submitted by the Grantees，then the Grantees shall make the revisions Feasonably fequested by the Grantors．The Grantees shall commence the construction，paving， and improvement of the roadway upon the Grantors＂property within one tundred eighty（190）days after the Grantors have approved the plans or recruested any revisiois thereto．The Graxtees shall dinjgently proceed with and shrall complete such construction as soon as reasonably possible inereafter．In impreving the easement and exercising their rights hereunder，the Grantees snali comply with all applicable laws and regulations and shall not unreasonably interfere with the use of the Grantors＇property or the Grantees＇ Property．All improvements constructed with the easement shall be maintained in good condition and repair at the expense of the Grantees．The Grantees，at the Grantees＇own cost and expense shall be respoasible For such mainterance and repair ir perperaity un工सss anj Lintl the Grantore shain sonvey the Grantox＇s property to the county of sE．Jonns，Elorida，or to any other appropriate governmental eatity oz shall dedicate the crantors＇propercy to pubifc use，proxided that any such conveyance or dedication shall resuit in the asceptance of sucr roadway for maintenance by an appropriate governmental entity．upon such conveyance or dedication by the Grantors，all right，title and interest of the Grantees in the Grantors＂Property shall cease and terminate，and the Grantees shai2 execite ell necessary documerts end instruments required to evicurne the ceasation and ternimation of the Grantees＇right． さiとえє，and interest in the Granこつrs＂アroper亡y，other than the rights that Eney may have as members of the general public．All cosis of constiuctirag，paving，improving，maintairing，and repairing the roadway improvernents，jrobluairig landscaping，shall be allocated to the Grantees in the following percentages：

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28 4/7% J. Charles Moxand
21 3/7 HealthCorp, Inc., and AOA Partners, III, jointly
14 2/7 Robert R. Thousand, Jr.
    71/7 Dionisio Yoanez
    71/7 Robert D. Lee
    7 1/7 Shriram S. Marathe
    7/7 Anderson R. Williams, Jr., and Mark P. Sokolay,
    joirtly
    7 1/7 HealthCorp, Inc., and AOA Partners, II, jointly
3. BY acceptance of this grant of easement, the Grantees
further covenant and agree (a) that the Grantees shall install,
maintain, and repair any facilities for tne provision of utilities
and services at their sole cost and expense and shall make,
maintain, and repair such sacilities in such a manner that interferes
as little as is reasonably possible with the use of the easement
rights mexein granted and (b) that the Grantees shall immediately
repair any damage to the surface of or the support underlying the
roadway which may occur as a result of the Grantees' exercise of
their rights granted zereunder and skall restore the roadway to
good, safe. and usable condition immediaseiy aster installing,
maintainirg, or repairing the facilities for the provision of
utilities ana services provided for herein.
4. By acceptance of this grant of easement, the Grantees further govenant and agree to save and hole harmless the Grantoxs and to indemnify the Grantors fxom any and all ioss, cost, liability, expense, claim, or damage to any person or property caused directiy or indirectly by ine exercise of tine easement rights herein granted or the Grantees' breach of any covenant or condition contained herein.
5. Notice to the Grantors or to the Grantees may be given, and shall be deemed given, eithez by personaliy delivering copies of suoh notices both to cherias w. Skinner, Escuire, Rogers. Towers, Eailey, Jones \& Gay, 1300 Gulf Life Drive, Jactsonviale,
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Floxida 32202，and to Simon w．Selber，Esquire，Selber \＆Selber， 427 Edward Ball Building，Jacksonville，Florida 32202，or by mailing the same to both law fixms by certified mail，return receipt requested．

6．The Grantees shall have the right to construct upon the Grantors＇Property at the Grantees＇own cost and expense a common sign（a）icientifying the Grantors＇property as the entrance to the＂St．Johms Medical Complex，＂or such mame as may be chosen by a majority of the Grantees as determined by the cost allocation percentages provided in paragraph 2 mereof，and（b）listing the names and medical specialties of eaci of the Grantees or any heir，legal representative，successor，assign or tenant thereof who is a medical practitioner．said sign shall be of a design and construction acceptable to a majority of the Grantees，as determined by the cost allomation percentages provided in paragraph 2 nereor，and the cost of constructing said sign shall be borne by the Grantees according to the same cost allocation percentages．

7．The Grantors disclaim any farranty，express or implied， that the exercise $\mathrm{m}_{\mathrm{f}}$ the easement rights herein granted are or will be safe or adequate for any purpose，including ingress arad egxess．

E．The terms，covenants，ard conditions contained in this Grant of Easement shali be construed as covenants running with ths－and and shail bind，and tin benexits and advantages thereof sraij imume to the benefic of，che Gramfees and their neixs， Legal repxeseriatires，successors，assigns，customers，invitees， guests，employess，agents，licensees，designees，tenents，and mortgacees，as applicable and appropriate．

9．This Grart of Easement supersedes and replaces ary previous written or oral agreements betweer the parties pertaining to the matters contained herain and all such agreements ane
 efモ゚にさ．

## RE E

IN WIINESS WEEREOF, the parties hereto have caused this Grant of Easement to be executed the day and year first above written.


HEALTECORP, INC.


President


WY: XXXXXXXXXXXXXXXYXXXXXXXXXXXXXXXX





耳EATMYCORD, INC


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STATE OF GEORGIA
COUNTY OF E(I ICOD (
OK The foregoing instrument was acknowledged before me this
 President of Healthcorp, Inc., a Delaware corporation, on senalf
of the corporation.


The foregoing instrument was acknoriedged before me this Gth day of December, 1983 , by Daie I. Mccoza, as Maraging



The foregoing instrument was acknowleciged before me this
 Genexal paxtmer of AOA Partnexs, III, a Georgia-generai partnership. on beinaiE Of the partnership.


STATE OE GEORGIA ,
COUNTY OF F for
The foregoing instrument was acknowleaged before me this
 General partnex of AOA Dartáers, xII, a Georgia genexat pdrtransinip. on behalf of the partrexship.


STATE OF GEORGIA
COIJNTY OF Fuitoin My commission expires:

The foregoing jnstrument was acknowledged before me tris Got day of December, 2083 , oy $N /$,
 or berajf of the partnership.

Notary public, state of Geongla
My comission expites:


STATE OE GEORGI:
COUNTY OF _
The foregoing instrument was acknowledged before me this day of December, 1983, by

2s
General partner of AOA Partners, III, a Georgia General partnership. on behalf of the partnership.



## REE 617 PAGC 860

EXHIBIT 1


#### Abstract

A parcel of land in Government Lot 3, section 6, Township 8 Sourh, Range 30 East, St. Johns County, Florida, said parcel ox land being more fully described as follows:

Commencing at the intexsection of the south line of said Government Lot 3 with the west right of way iine of U.S. Highway No. 1 , said right of way line being 200 feet west from and paraliel with the center line of the southbound traffic lanes of said highway; therice North l degree 13 ninutes 40 seconds west, on said right of way line, 327.00 fieet to a point; thence south es degrees 38 minutes 00 seconet west paralıel with said south line of Government iot 3 a distance of 445.80 feet; thence Noxth 1 degiee 13 minutes 40 seconds west a distance of 5.00 feet; thence souith 88 degrees 30 minutes 00 seconds wist a distance of 227. co the point of beginning; thence south i degree 13 minutes 40 seconds East a distance of 200.00 feet to a point on the Nortil ijime of the south 132 feet of saia Government Lot 3 : thence south 88 degrees 38 minutes 00 seconds west on said  13 minutes 40 seconds West a distance of 200.00 feet; thence Nofth 88 degrees 38 minutes 00 seconcis East a distarnce of 108.90 feet to the point of beginning; said parcel containing 0.500 acxe more or less.


A parcel of land in Government Lot 3, Section 6, Sownship 8 South, Range 30 East, St. Johns County, Florida, said parcel of land being more fully described as follows:
commencing at the intersection of the south line of said Government Lot 3 with the west right of way line ois U.S. Highway No. I, said right of way line jeing 100 feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 minutes 40 seconds west on said right of way line, 387.00 feet to the point of beginning; thence south 88 degrees 38 minutes 00 seconds west parallel with said south line of Government Lot 3 a distance of 335 .io feet; tnence Nortin i degree 13 minutes 40 seconds west a distance of 195.00 feet to a point; thence North 88 degrees 38 minutes 00 seconcis East a distance of 335.10 feet to a point lying in the said west right of way line of U.S. Highway I, said point being 235.00 feet from the point of beginning; thence south 1 degree 13 minutes 40 seconds East 195.00 feet on said west シight of way ixiac to the point of vegimaing; said parcel contadming 1.500 acres more or less.

A parcel of land in Governmeit Lot 3 , section 6. Township 8 Soutin, karıge 30 玉ast, St. Johais Couriyy, Fioriaa, said paicel of land being more fully described as follows:

Commencing at the intersec:ion of the south line of said Government Lot 3 with the west rigint of way inne of U.S. Highway No. 1, said right of way line being loo feet west from anc parailel with the center inne of the soutmound traffic lanes of said highway: thence Noxth lagree 13 minutes 40 seconds west, on said right of way line, 132 feet to the point of beginning at the southeast corner of the herein described parcel of land at the Northeast corner of land desciined in Official Records Book 56, page 32E, pubiic xecords of said county; thence continue Nozth 1 degree 13 mimutes 40 seconds west on said rigint of way line a distance of 195.00 feet; thence south 88 degrees 38 minutes 00 seconds west a distance of 446.80 feet; thence south 1 degree 13 minutes 40 seconas East a distance of 155.00 feet to a point on the Noxth line of the South 132 feet of beic
 secorid East on said North lire a distance of 446.80 feet to the point of beginnins; said parcel containing 2.000 acres moxe ox less.


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A parcel of land in Government Lot 3, Section 6, Township 8
South. Range 30 East. St. Johns County. Florida, said parcei
of land being more fully described as follows:
commencing at the intersection of the south line of saic
Govermment Lot 3 with the west right of way line of U.S.
Highway No. l, said right of way line being loo feet west
from and parallel with the center line of the southbound
traffic lanes of said highway; thence Northi degree l3
minutes 40 seconds west, on said right of way iine, 387
feet; thence South 88 degrees 38 minutes co seconds west.
parallel with said South line of Government Lot 3 a distance
Of 335.10 feet to the point of begimring; themce contimue
south }88\mathrm{ degrees }38\mathrm{ minutes 00 seconds west a distance of
111.70 feet; thence South l degree l3 minutes 40 seconds
East a distance of 5.00 feet; therce South 88 degrees 38
minutes 00 seconds west a distance of i08.90 feet; thence
North 2 degree }13\mathrm{ mimutes 40 seconds west 200.00 feet;
thence North 88 degiets 3\varepsilon minutes 00 seconds East a distance
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East a distanco vi N=|.u\ zeet to une point of beginning;
saia parcel contairing l.000 acre more or less.
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|  | A parcel of land in Government Lot 3, Section 6, Townshio 8 South, Range 30 East, St. Johas County, Florida, said parcel of land being more fully described as follows: <br> Commencirig at the intersection of the south line of said Government Lot 3 with the west right of way line of U.S. fighway No. I, saia right of way inne being loo feet west from and parallel with the center line of the southbound traffic lanes of said highway; thence North 1 degree 13 minutes 40 seconds west, on said xight of way lime, 387 feet; thence south 88 degrees 38 minutes 00 seconds west parallel with said South line of Government Lot 3 a distance of 446.80 feet; thence south 1 degree 13 minutes 40 seconds East a distance of 5.00 feet; thence south os degrees 3 a minutes 00 seconas west a distance of 108.90 feet to the foint of beginming; thence continue south 88 degrees 36 mimutes 00 seconds fiest a distance of 108.90 feet; thence North 1 degree 13 minutes 40 seconds west a distance of 200.00 feet; thence North 88 degrees 38 minutes 00 seconds East a distance of lob. 9. r...; thence south l degr: minutes 20 seconds East a aistance of 200.00 feet to true point of beginning, sais parcel cortaining 0.500 acre more or less. |
| :---: | :---: |

A parcel of land in Government Lot 3 , Section 6, Township 8
South, Range 30 East, St. Johas County, Florida, said parcel
of land being more fuliy described as follows:
Commencirig at the intersection of the south inme of sajd
Government Lot 3 with the west right of way Iine of U.S.
from and parallel with the center line of the southbound
traffic lanes of said highway; thence North 1 degree 13
minutes 40 seconds west, on said right of way line, 387
feet; thence south 88 degrees 38 minutes oo seconds west
parailel with said South inne of Government Lot 3 a distance
of 4 40.80 feet; therce South 1 aegree 13 minutes 40 seconas

minutes oo seconds west a distance of 108.90 feet to the
point of beginning; thence continue sputh 88 degrees 38
mimutes 00 seconds west a distance of 108.90 feet; thence
North 1 degiee 13 minutes 40 secomds west a distance of
200.00 feet; thence North $8 \in$ degrees 38 minutes oo seconds
Eest a distance of Iof. firi thence south l degut
point of teras tas
or less.

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A parcel of 2and in Govermment Lot 3, Section S, Township 8 South，Range 30 East，St．Johris County，Florida，said parcel of land being more fuliy described as follows：
Commencing at the intersection of the south line of said Government Lot 3 with the west right of way lime of U．S． Highway No． 1 ，said right of way line being ioo feet west from and paraliel with the centex ijne of the southbound traffic lanes of said highway；thence Noxth d degree 13 minutes 40 seconds west，on said rignt ci way \(2 i n e, 327.00\) Leet to a point；thence south es degrees 38 minutes oo seconds west paraliel wity said south line of Government Lot 3 a distance of 446.80 feet to the point of beginaing： thence south 1 degree 13 minutes 40 seconds East a distance of 195.00 feet to a point on the rorin inne of ine south 132 fe氏t of saic Government Lot 3；thence south es degrees 38 minutes OO seconds west on seid North line a distance of ICB． 90 feet；zhence North l degree 23 minutes 40 seconds west a distance of 200.00 feet；thence Noxth 88 degrees 38 mjnuter onssrmide East a distance of 108.90 feet；thence
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A parcel of land in Government Lot 3, Section 6, Township 6
South, Range 30 East, St. Johns County, Florida, said parcel
of land being more fully described as follows:
Commencing at the intersection of the south line of said
Government Lot 3 with the west right of way line of U.S.
Highway No. I, said right of way line being ioo feet west
from and parallel with the center line of the southbound
trafficc lanes of said highway; thence North l degree }2
minutes ac seconds west, on said right of way lime, 327.00
Feet to a point; thence south as degrees 38 mimutes oo
seconds West parallel with said South line of Government Lot
3 a distance of 446.80 feet; thence North l degree l3 minutes
40 seconds west a distance of 5.00 feet; thence south }8
degrees 38 minutes 00 seconds west a distance of lo8.90 feet
to the point of beginning; thence south l degree l3 minutes
4 0 ~ s e c o n d s ~ E a s t ~ a ~ d i s t a n c e ~ o f ~ 2 0 0 . 0 0 ~ f e e t ~ t o ~ a ~ p o i n t ~ o n ~ t h e ~
North line of the South l32 feet of said Government Lot 3;
therce south 8s degrees 38 minutes oo seconds west on said
Noxth line a distance of 208.go feet; thence North l degree
is minutes 40 seconds West a distance of 200.00 feet; thence
    Se degrees 38 minutes :
Lue.yu feet to the point of begunning: said parcel containing
O.500 acre more or less.
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A parcel of land in Govemnment Lot 3, section 6, Township 8
South, Range 30 East, St. Johns County, Florida, said parcel
OF land being more fully descinibed as follows:
Commencing at the intersection of the south ine of saic Government Lot 3 with tne west right of way inine of u.S. Highway No. 1, said right of way line being 100 feet west
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``` traffic lanes of said highway; thence North 1 degree i3 minutes 40 seconds 47est, on said right oi way line, 387 feet; thence south 88 degrees 39 minutes oo seconds west parallel with said south iine of Government Lot 3 a iistance of 445.80 feet; irence Siuth 1 degree 13 minutes 40 secords East 2 distance of 5.00 feet; thence south 88 degrees 38
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``` point of beginning; thence rontinue south es degrees 38 minutes oo seconds west a distance of \(10 \varepsilon .90\) feet; thence North i degree i 3 minutes 40 seconds west a distarice of 200.00 fewt; thence North \(8 s\) degrees \(3 \varepsilon\) mirutes oo seconds Fast a distance of 108.90 feet; thence south 1 degree 13 minutes 40 seconds East a disiance of \(\dot{\text { a }}\) atel to the
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