

ST. JOE DEVELOPMENT AND IMPACT FEE AGREEMENT

10/12/99

THIS DEVELOPMENT AND IMPACT FEE AGREEMENT (the "Agreement"), made as of this 28 day of October, 1999 by and between **ST. JOE RESIDENTIAL ACQUISITIONS, INC.**, a Florida corporation, its heirs, successors, or assigns ("St. Joe"), **A&S LAND DEVELOPMENT CO.**, a Florida Corporation its heirs, successors, or assigns ("A&S"), jointly and severally, hereinafter collectively referred to as "Developers", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, St. Joe is under contract to purchase the land described in Exhibit "A" attached hereto (the "St. Johns Property"), which is the subject of PUD Ordinance 98-7 (the "St. Johns PUD Ordinance");

WHEREAS, A&S is under contract to purchase the land described in Exhibit "B" attached hereto (the "Wingfield Glen Property"), which is the subject of PUD Ordinance 99-1 (the "Wingfield Glen PUD Ordinance");

WHEREAS, St. Joe proposes to develop the St. Johns Property which consists of approximately 820 acres on which are to be constructed up to 799 single family homes, associated retention areas, roadways, common areas, and a sales and recreation complex (the "St. Johns Proposed Development") as approved in the St. Johns PUD Ordinance;

WHEREAS, at the time of the application for a certificate of concurrency filed by St. Joe with respect to the St. Johns project there was adequate capacity on the County Transportation System to accommodate approximately 200 residential units of the 799 residential units proposed to be constructed by St. Joe in the St. Johns Project;

WHEREAS, A&S proposes to develop the Wingfield Glen Property which consists of approximately 218 acres on which are to be constructed up to 635 single and multi-family dwelling units, associated retention areas, roadways, recreational facilities and common areas (the "Wingfield Glen Proposed Development") as approved in the Wingfield Glen PUD Ordinance;

WHEREAS, central water and sewer service shall be provided by private franchised utility companies; drainage shall be provided by the Developers; solid waste shall be collected by the licensed franchisee in the area with curbside pickup; recreation, amenities and open space shall be provided by the County and the Developers as set forth in the respective PUD Ordinances; and education shall be provided by the School Board of St. Johns County;

WHEREAS, the following is the Public Facility Schedule applicable to the St. Johns PUD and the Wingfield Glen PUD.

Public Facility Schedule

The following public facilities will serve the St. Johns PUD, and the Wingfield Glen PUD (collectively the "Proposed Developments") through the 10 years of the Development Agreement to 2009.

- (1) **Transportation** - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3 herein, the Proposed Developments will meet all the requirements of the St Johns County Concurrency Management Ordinance 95-15 regarding the provision of roads.
- (2) **Potable Water and Sanitary Sewer** - United Water Florida, Inc. will provide adequate water and wastewater service to the Proposed Developments in accordance with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.
- (3) **Solid Waste** - The County owns and operates the County's only landfill, Tillman Ridge. It will have sufficient space to accommodate the solid waste

generated by the Proposed Developments through 2009.

- (4) Drainage - St. Joe and A&S shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Paving and Drainage Ordinance 96-40, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.
- (5) Parks - Through 2009, the County's supply of acreage for parks and open space meets the adopted Level of Service Standard in all areas. The St. Johns PUD generates four (4) acres of demand for neighborhood park acreage and six (6) acres of demand for community park acreage. The St. Johns PUD Ordinance designates that seventeen (17) acres shall be developed as public recreation, plus an eighteen hole golf course of at least 100 acres which exceeds the acreage demand generated by the St. Johns PUD. The Wingfield Glen PUD generates three (3) acres of demand for neighborhood park and five (5) acres of demand for community park acreage. The Wingfield Glen PUD Ordinance designates that ten (10) acres shall be developed as recreation which exceeds the acreage demand created by the Wingfield Glen PUD.

WHEREAS, the Developers have obtained concurrency approval for water, sewer, drainage, solid waste, recreation/open space, and mass transit in accordance with the requirements of St. Johns County Concurrency Management Ordinance (Ordinance No. 95-15), for the Proposed Developments;

WHEREAS, the Developers wish to enter into this Agreement for the purposes of setting forth the conditions under which concurrency for roads for the improvements authorized to be constructed pursuant to the respective PUD Ordinances may be constructed;

WHEREAS, the Developers are executing this Agreement for a period of ten years in consideration for constructing certain transportation improvements and transferring right of way;

WHEREAS, the improvements to be constructed by the Developers will advance the implementation of the County's adopted Traffic Circulation Element, the Jacksonville Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, the County deems it to be in the public interest to recognize the contributions of the Developers in improving the transportation system in the northwestern portion of the County;

WHEREAS, the County has determined that ST. JOE RESIDENTIAL ACQUISITIONS, INC. and A&S LAND DEVELOPMENT CO. are making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Proposed Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, the Concurrency Management Ordinance No. 95-15 of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

WHEREAS, it is stipulated and agreed that as the St. Johns County Board of County Commissioners is and shall be in the process of amending or creating growth management

ordinances and policies (specifically the St. Johns County Concurrency Management Ordinance; Zoning Ordinance; Subdivision Regulation Ordinance; Paving and Drainage Ordinance; Landscape Ordinance; Tree Protection and Land Clearing Ordinance; Flood Damage Protection Ordinance; and Impact Fee Ordinance) during the effective period of this Agreement; such laws and policies, in effect at the time this Development Agreement becomes effective and as they may be amended during the effective period of this Agreement, shall govern the development of the Property covered by this Agreement, except as otherwise specifically provided for by the Planned Unit Development Ordinances and the terms of this Agreement; and

WHEREAS, the §380.06(16), Florida Statutes require the County to establish and implement a procedure that credits a development order exaction or fee toward an impact fee or exaction imposed by local ordinance for the same need; and

WHEREAS, Ordinance 87-57 establishes both the existence of an impact fee and the procedure required by §380.06(16); and

WHEREAS, the right-of-way improvements contemplated to be donated or acquired and constructed by Developers are necessary for Developers to obtain a certification of concurrency for the development of their respective projects; and

WHEREAS, the parties wish to specify the value of the Developers' right-of-way and improvements as calculated under Ordinance 87-57; and

WHEREAS, the parties wish to provide a mechanism for the management of the impact fee credits to which the Developers may become entitled; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are

hereby acknowledged, it is mutually agreed as follows:

1. Findings of Fact.

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose.

The purpose of this Agreement is:

(a) to authorize any owner of the St. Johns Property, or the Wingfield Glen Property to construct any portion or all of the respective portions of the Proposed Developments authorized by St. Johns PUD Ordinance, and the Wingfield Glen PUD Ordinance at any time during the term of this agreement, as this Agreement may be amended or extended from time to time subject to compliance with the terms and conditions of this Agreement by the Developers, their respective heirs, successors or assigns;

(b) to be set forth the agreed upon value of the Developers' contributions to the County transportation system as qualify for transportation impact fee credits under, and as may be limited by, Ordinance 87-57; and

(c) to establish a procedure for processing and accounting for such transportation impact fee credits.

The PUD Ordinances approve the development of the following densities and intensities on the St. Johns Property, and the Wingfield Glen Property:

ST. JOHNS

799 single family units, an 18 hole golf course, up to 10,000 square feet of commercial use

to be located in the recreation center, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development with no building to exceed thirty-five (35) feet in height pursuant to the St. Johns PUD ordinance.

WINGFIELD GLEN

635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development with no single family residential building to exceed thirty-five (35) feet in height and with no multi-family residential building to exceed forty-five (45) feet in height pursuant to the Wingfield Glen PUD.

Amendments to the respective PUD Ordinances from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PUDs and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. If the PUD Ordinance(s) are amended in such a way as to significantly increase such transportation impacts as set forth herein, this Agreement shall not be effective as to the proposed development causing the increased impacts.

3. Developers' Obligations and Consideration.

The Developers hereby covenant and agree to the following commitments which are necessary to properly provide for impacts caused by the above referenced development; provided, however, that if a community development district is established for one or more portions of the development, then it is intended that the community development district may independently satisfy such obligations and St. Johns County approves of and consents to the community development district's role. To the extent any such obligation under this development agreement is met or performed by a community development district then the Developers shall no longer be subject to the obligation. The commitments are as follows:

(a) As to St. Johns Access Road

Prior to platting of the first phase of residential units in the St. Johns Proposed Development or twelve (12) months from the date of execution of this Development Agreement, whichever shall first occur, Developer shall:

i) Provide design and engineering for the alignment of a 130 foot right of way on the property owned or to be acquired by St. Joe from County Road 210 to a connection with the existing roadbed of Leo Maguire Road at a location as shown on Exhibit "C", attached hereto and incorporated herein by reference;

ii) Construct at Developers' expense approximately 4500 feet of two lane road with curb and gutter and sidewalks complying with the requirements of Ordinance 96-40, pursuant to the roadway section design depicted on the attached Exhibit "C", such road to extend from County Road 210 to the entrance of the St. Johns Proposed Development with a southbound left turn lane at project entrance and a north bound turn/acceleration lane and complete such construction at the same time as the improvements described in the plat of the first phase.

iii) Pay for the acquisition, surveying, design, engineering, and construction of the realigned roadway.

iv) Transfer the aligned and constructed roadway within 130 foot right of way to St. Johns County.

(b) As to County Road 210

Prior to the issuance of the two hundredth building permit for a residential unit in both the Wingfield Glen Development and the St. Johns Development or twelve months from the date of execution of this Development Agreement, whichever should first occur, Developers shall:

i) acquire at their expense additional CR 210 right-of-way sufficient to accommodate the CR 210 improvements described herein; and

ii) commence construction of certain improvements to CR 210 which improvements shall be complete within one (1) year of commencement. The improvements to County Road 210 shall consist of approximately 4,575 linear feet of four lane divided roadway with associated stormwater management system to serve County Road 210 drainage and approximately 680 linear feet of three lane roadway utilizing a center turn lane for Interstate 95 north bound traffic within the existing right-of-way of Interstate 95, all as more particularly depicted in the drawing of Hill, Boring & Associates dated April 9, 1998 a copy of which is attached hereto as Exhibit "D" ("County Road 210 Improvement"). Minor deviations from the plans due to field conditions shall be permitted with the prior consent of the appropriate department of St. Johns County. It shall be the County's right to determine, within reasonable limits, what constitutes a minor deviation. Except as set forth in the exhibits attached hereto, all construction within County Road 210 shall meet the requirements of the St. Johns County Paving and Drainage Ordinance 96-40 unless otherwise approved by St. Johns County. Limits of the four lane construction will begin at the westerly boundary of the St. Johns Property and proceed to the south-bound ramps of Interstate 95. The three lane section will begin at the south-bound ramps of Interstate 95 traversing beneath the existing bridge over pass and end at the north-bound ramps of Interstate 95. Construction within the Interstate right-of-way shall meet the requirements of the Florida Department of Transportation. The roadway improvement is depicted on Exhibit "D", attached and shall include sidewalks on each side of the roadway. If adequate bond or other security acceptable to the County is provided, Developers may postpone the sidewalk construction required of St. Joe until construction of the County Road

210 improvement.

(c) Financial Security

As a condition of the recording of any plat of the St. Johns Property or portion thereof, Developers shall post a bond or other security satisfactory to the County for the estimated costs of the St. Johns Access Road and County Road 210 improvements conditioned upon the performance by Developers of all their obligations hereunder. As a condition of the recording of any plat of the Wingfield Glen Property or a portion thereof Developers shall post a bond or other security satisfactory to the County for the estimated costs of the CR 210 improvements conditioned upon the performance by Developers of all obligations of Developers hereunder with respect to the CR 210 improvements.

4. County Concurrency Obligations.

By executing this Development Agreement, and subject to the Developers obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby grants to:

(a) St. Joe, its heirs, successors or assigns, authority to take action to proceed with the construction of 799 single family units, an 18 hole golf course, 10,000 square feet of commercial space to be located in the recreation complex, sales and recreation complex and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

(b) A&S its heirs, successors or assigns, authority to take action to proceed with the construction of 635 single and multi-family units, recreational facilities, and other amenities and infrastructure associated with the Proposed Development provided that the Developers comply with their obligations under this Development Agreement. This authority extends, however, only to the authority contemplated by the St. Johns County Concurrency Management Ordinance (95-15), and neither expressly nor impliedly relieves Developers of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by the Projects.

5. Authority and Duration.

This Agreement is made and granted pursuant to St. Johns County Ordinance 99-51, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the tenth (10th) anniversary of the Effective Date of this Agreement. Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the citizens of the County.

6. Extension of Agreement; Subsequent Changes to Concurrency Ordinance.

The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, and any applicable requirements of the Concurrency Management Ordinance No. 95-15, as they may be amended from time to time. If the County modifies its Concurrency Management System Ordinance (the "Ordinance") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developers' Property described in Exhibits A and B. Provided, however, no such modification of the Ordinance or any other land development regulation shall be applied in a

manner that operates to prevent development of Developers' Property as would be permitted by this Agreement hereunder in its entirety under the Concurrency Management System in effect as of the date of the execution of this Agreement unless the Board of County Commissioners demonstrates that compliance with the Ordinance or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

7. Necessity to Obtain Permits.

Developers hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of their respective Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Property shall not relieve Developers or any successor or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

8. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.

The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and approved in St. Johns County PUD Ordinance No. 98-7 is consistent with the County's Comprehensive Plan and Land Development Regulations, (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, (iii) the landowner is, by execution of this Agreement, making a binding commitment to the County to pay to purchase land for and construct the transportation facilities, to serve the proposed development.

9. Impact Fees.

Pursuant to St. Johns County Ordinance No. 87-57 ("Road Impact Fee Ordinance"), the County requires any person who seeks to develop land within St. Johns County, (a "Fee Payer") as evidenced by such person's application for a building permit or certificate of occupancy to pay a public capital facilities impact fee ("Road Impact Fee"), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in St. Johns County.

Pursuant to the requirements of the Agreement, Developers have agreed to construct certain roads both on and offsite and to convey certain rights of way, all as more fully described herein.

Developers have requested and the County has agreed to provide to Developers certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements and rights of way ("Road Impact Fee Credits"), as follows:

(a) Amount. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, the parties have agreed to the following values for the rights of way and/ or improvements required under this agreement:

i) St. Johns Access Road. The value of the land contained within the rights of way to be dedicated to the county and the value of the design, installation and improvements comprising the St. Johns Access Road are agreed to be \$1,845,137.05 as detailed in Exhibit "E", attached hereto. The parties agree that Developers, subject to the limitations stated in 9(f), are entitled to a maximum Road Impact Fee Credit of thirty-two (32%) percent of the value, which sum is \$590,443.87.

ii) CR 210. The value of the land contained within the rights of way to be

dedicated to the county and the value of the design, installation and improvements comprising the CR 210 Improvements are agreed to be \$3,064,168.26 as detailed in Exhibit "F", attached hereto. The parties agree, subject to the limitations stated in 9(f), that Developers are entitled to a maximum Road Impact Fee Credit of one hundred (100%) of that amount, which sum is \$3,064,168.26.

iii) Totals. The parties agree that total of the Impact Fee Credits will be allocated in the following proportions:

St. Joe - \$2,428,944.83

A&S - \$1,225,667.30.

(b) Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the St. Johns Proposed Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to St. Joe. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings within the Wingfield Glen Proposed Development shall pay for amount equal to the amount due under the Road Impact Fee Ordinance directly to A&S. So long as the total Road Impact Fee Credits for which Developers have issued vouchers for under this agreement is an amount less than or equal to the maximum total Road Impact Fee Credits authorized by this agreement by the amount of said new voucher, Developer shall then issue to such Fee Payer a voucher (attached hereto as Exhibit "G") evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the County, as evidence of payment in full of the Road Impact Fee in

connection with its application for a building permit or certificate of occupancy. The voucher issued by the Developer shall contain a statement setting forth the amount of the Road Impact Fee paid. Upon presentation of such voucher by the Fee Payer, the County shall issue a receipt to the Fee Payer.

(c) Sale of Development. In the event that Developers may determine to sell all or part of their respective projects, the Developer may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use within their respective projects for such consideration as Developers, in their sole discretion, determines. In such event, the Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the road Impact Fee Credit, confirmation of the amount of the Road Impact Fee Credit vested in the Developer. In no event shall Developers sell, transfer, assign or convey all or part of the Road Impact Credits outside the Proposed Developments without the approval of the County.

(d) Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, Developers shall prepare and deliver to the County an annual report setting forth the amount of the Road Impact Fee payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall Developers grant, assign, sell or transfer any impact fee credits for an amount in excess of the amount of the then current impact fee.

(e) Completion. At such time as all the required improvements, as described herein have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Developers or the Fee Payers seeking building permits or certificates of occupancy within the proposed developments shall pay to the County the Road Impact Fees in such amount as are due and

payable under the applicable Road Impact Fee Ordinance.

(f) Limitations on Amount and Assignability. In no event shall Developers sell, transfer, assign or convey all or part of the Road Impact Fee Credits outside the Proposed Developments without the approval of the County. In the event that the obligations of the Developers are assigned or delegated in whole or in part to a community development district in accordance with the terms of this Agreement, the amount of Road Impact Fee Credits to which Developers are entitled is limited to an amount not greater than the value of the land contained within the rights of way dedicated by the Developers to the county and the value of the design, installation and improvements provided at the expense of Developers, it being the intent of the parties that Developers shall not be entitled to Road Impact Fee Credits for the value of right of way dedicated or design, installation and improvements provided by a community development district. Further, Developers acknowledge that the total amount of such Road Impact Fee credits may be further limited by Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and Covenant and agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's office that the Road Impact Fee Credits identified or granted by this Agreement of each individual project are limited to the extent and/or amount of Road Impact Fees which are due or become due from each individual project.

10. Remedies and Monitoring.

(a) If either Developers or County fail to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

(b) The County may apply subsequently adopted regulations and policies to the

Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1995).

(c) Beginning one year after the Effective Date of this Agreement, Developers shall each provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

(d) Developers will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement as required by Paragraph 11(f) below.

(e) Within fourteen (14) days after the County executes this Agreement, the County shall record it with the Clerk of the Circuit Court of the Seventh Judicial Circuit. Within fourteen (14) days after this Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

11. Binding Effect.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

12. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the County and Developers hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any

litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developers or their successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

13. Joint Preparation.

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14. Exhibits.

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

15. Captions or Paragraph Headings.

Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

16. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

17. Effective Date.

This Agreement shall become effective after it has been recorded in the public records of St. Johns County and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 6 as set forth above.

18. Amendment.

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

19. Duration of Permits.

Developers acknowledge except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

20. Further Assurances.

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21. Notices.

Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County
P.O. Drawer 349
St. Augustine, FL 32085-0349

For St. Joe: Mr. Mark Ambach
ARVIDA
3995 Hunt Club Road
Jacksonville, FL 32224

With copy to: George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

For A&S Gary Silverfield
A&S Land Development Company
7866 Southside Boulevard
Jacksonville, FL 32256

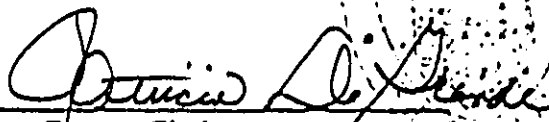
With copy to: John D. Bailey, Jr., Attorney at Law
Upchurch, Bailey & Upchurch
780 N. Ponce de Leon Boulevard
St. Augustine, FL 32084


Passed and Duly Adopted by the Board of County Commissioners of St. Johns County,

Florida, this 12 day of October, 1999

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida

By: 
Deputy Clerk

By: 
Chairman

BEN W. ADAMS, JR.
COUNTY ADMINISTRATOR

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives,
have executed this Agreement on the day(s) and year set forth below.

Witness:

Andres Gama
Name: Andres Gama

Maria J. Pios
Name: Maria J. Pios

ST. JOE RESIDENTIAL ACQUISITIONS, INC.

By: [Signature]
Name: JAMES D. MORTA

Its: President

Date: October 21, 1999

Witness:

Douglas L. Misk
Name: Douglas L. Misk

Douglas L. Misk
Name: Douglas L. Misk

A&S LAND DEVELOPMENT COMPANY

By: [Signature]
Name: CHARLES F. ATKERSON, JR.

Its: President

Date: 10/22/99

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

Witness:

James J. Sheffield
Name: James J. Sheffield

Joel D. Trentham
Name: Joel D. Trentham

By: [Signature]
Name: BEN W. ADAMS, JR.

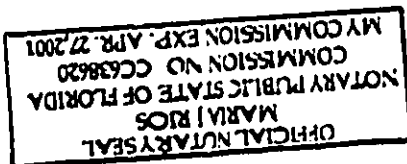
Its: Chairman COUNTY ADMINISTRATOR

Date: 10/28/99

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 21st day of October, 1999, by Jermes W. Motta, the Vice President of ST. JOE RESIDENTIAL ACQUISITIONS, INC. He/she has produced _____ as identification and (did/did not) take an oath. is personally known to me

Maria J. Rios
NOTARY PUBLIC, State of Florida
Name: Maria J. Rios



My Commission Expires: 4/27/2001
My Commission Number is: CC638620

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 22 day of October, 1999, by Charles F. Patterson, Sr., the Vice President of A&S LAND DEVELOPMENT COMPANY. He/she has produced None as identification and (did/did not) take an oath.



Donna J. Mylar
MY COMMISSION # CC850741 EXPIRES
AUGUST 28, 2003
BONDED THRU TROY FARM INSURANCE, INC.

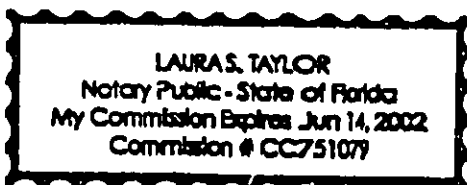
Donna J. Mylar
NOTARY PUBLIC, State of Florida
Name: Donna J. Mylar

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 28th day of October, 1999, by Ben W. Adams Jr. on behalf of the Board of County Commissioners of St. Johns County. He/she has produced is personally known as identification and (did/did not) take an oath.

Laura S. Taylor
NOTARY PUBLIC, State of Florida
Name: Laura S. Taylor



My Commission Expires: _____
My Commission Number is: _____

0 R 1 4 5 1 P 6 5 8 3

Exhibit "A"

"The St. Johns Property"

PARCEL "A"

RECORDS BOOK 724, PAGE 1696 OF THE A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE S 32°12'14"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT, THENCE S 78°39'07"E, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET, THENCE S 23°06'51"W, A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET, THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S 42°56'15"W AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 62°45'39"W, A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING SOUTH 44°33'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 26°21'05"W, A DISTANCE OF 429.59 FEET, THENCE DUE WEST 787.18 FEET, THENCE NORTH 61°55'39"W, A DISTANCE OF 821.24 FEET, THENCE DUE NORTH A DISTANCE OF 600.00 FEET, THENCE DUE EAST, A DISTANCE OF 750.00 FEET, THENCE DUE NORTH, A DISTANCE OF 600.00 FEET, THENCE NORTH 72°15'19"E, A DISTANCE OF 2624.88 FEET, THENCE NORTH 00°00'43"E, A DISTANCE OF 2449.07 FEET, THENCE NORTH 58°23'09"E, A DISTANCE OF 1526.49 FEET, THENCE NORTH 32°28'57"W, A DISTANCE OF 706.30 FEET, THENCE NORTHEASTERLY 187.88 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, ALONG THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A CHORD BEARING NORTH 60°05'51"E, AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 57°47'48"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF BEGINNING CONTAINING 179.05 ACRES MORE OR LESS, BEING THE SAME LANDS DESCRIBED AS PARCEL A IN OFFICIAL PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "B"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE S 32°12'14"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT, THENCE S 78°39'07"E, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 366.97 FEET, THENCE S 23°06'51"W, A DISTANCE OF 1621.90 FEET TO THE POINT OF BEGINNING, THENCE S 38°14'02"E, A DISTANCE OF 2347.25 FEET, THENCE S 15°56'43"E, A DISTANCE OF 2233.98 FEET, THENCE N 89°58'05"E, A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95), THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S 17°18'48"E AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 27°29'04"E, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET, THENCE S 30°56'36"W, A DISTANCE OF 806.94 FEET, THENCE S 89°58'25"W, A DISTANCE OF 4301.90 FEET, THENCE N 00°00'09"W, A DISTANCE OF 805.66 FEET, THENCE N 63°38'55"W, A DISTANCE OF 2590.10 FEET, THENCE N 26°21'05"E, A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET, THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N 44°33'22"E, AND A CHORD DISTANCE OF 993.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 62°45'39"E, A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET, THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N 42°56'15"E AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 23°06'51"E, A DISTANCE OF 648.62 FEET, THENCE S 89°43'40"E, A DISTANCE OF 387.99 FEET, THENCE N 00°14'32"E, A DISTANCE OF 603.56 FEET, THENCE N 82°20'31"E, A DISTANCE OF 127.59 FEET, THENCE N 23°06'51"E, A DISTANCE OF 1506.34 FEET TO THE POINT OF BEGINNING CONTAINING 539.14 ACRES MORE OR LESS, BEING THE SAME LANDS DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "C"

A PART OF SECTIONS 17, 19, 20, 29, AND 41, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE S.32°12'14"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT, THENCE S.78°39'07"E, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 444.40 FEET TO THE POINT OF BEGINNING; THENCE S.23°06'51"W, A DISTANCE OF 4424.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1590.00 FEET, THENCE SOUTHWESTERLY 1100.22 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.42°56'15"W AND A CHORD DISTANCE OF 1078.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S.62°45'39"W, A DISTANCE OF 427.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.44°32'22"W AND A CHORD DISTANCE OF 1068.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 262°10'55"W, A DISTANCE OF 429.59 FEET, THENCE S.63°38'55"E, A DISTANCE OF 120.00 FEET, THENCE N.262°10'55"E, A DISTANCE OF 429.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1590.00 FEET, THENCE NORTHEASTERLY 1010.39 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.44°32'22"E AND A CHORD DISTANCE OF 993.47 FEET, THENCE S.62°45'39"E, A DISTANCE OF 427.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1710.00 FEET, THENCE NORTHEASTERLY 1183.26 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.42°56'15"E AND A CHORD DISTANCE OF 1159.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N.23°06'51"E, A DISTANCE OF 4449.77 FEET TO THE POINT OF BEGINNING CONTAINING 20.62 ACRES MORE OR LESS, BEING THE SAME LANDS DESCRIBED AS PARCEL C IN OFFICIAL RECORDS BOOK 724, PAGE 1696 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

PARCEL "D"

A PART OF SECTIONS 17, AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE S.54°47'48"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 438.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, THENCE SOUTHWESTERLY 187.88 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.60°05'51"W, AND A CHORD DISTANCE OF 187.83 FEET TO THE POINT OF BEGINNING; THENCE S.322°57'W, A DISTANCE OF 706.09 FEET; THENCE S.582°09"W, A DISTANCE OF 1526.49 FEET; THENCE N.00°00'43"E, A DISTANCE OF 1135.26 FEET; THENCE NORTHEASTERLY 963.47 FEET ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2339.48 FEET, A CHORD BEARING N.74°11'46"E, AND A CHORD DISTANCE OF 956.67 FEET TO THE POINT OF BEGINNING, CONTAINING 23.64 ACRES MORE OR LESS;

PARCEL "E"

A PART OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE RAYONIER MONUMENT SITUATE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 210 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), AT THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 215, PAGE 876 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE S.32°12'14"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 325.08 FEET TO A CONCRETE RAYONIER MONUMENT; THENCE S.78°39'07"E, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 566.97 FEET; THENCE S.23°06'51"W, A DISTANCE OF 1621.90 FEET; THENCE S.384°02"E, A DISTANCE OF 2347.25 FEET; THENCE S.155°43"E, A DISTANCE OF 2233.98 FEET, THENCE N.89°58'05"E, A DISTANCE OF 1034.22 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (I-95); THENCE SOUTHEASTERLY 1394.16 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3926.77 FEET, A CHORD BEARING S.17°18'48"E, AND A CHORD DISTANCE OF 1386.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.272°04"E, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF I-95, A DISTANCE OF 771.76 FEET, THENCE S.305°36"W, A DISTANCE OF 806.94 FEET, THENCE S.89°58'25"W, A DISTANCE OF 177.35 FEET; THENCE S.331°19"W, A DISTANCE OF 118.11 FEET; THENCE S.222°46"W, A DISTANCE OF 83.24 FEET; THENCE S.423°14"W, A DISTANCE OF 268.98 FEET; THENCE S.491°73"W, A DISTANCE OF 116.21 FEET, THENCE S.575°46"W, A DISTANCE OF 436.02 FEET, THENCE S.740°55"W, A DISTANCE OF 89.70 FEET, THENCE S.871°52"W, A DISTANCE OF 298.37 FEET, THENCE S.8152°12"W, A DISTANCE OF 9.46 FEET, THENCE S.8757°27"W, A DISTANCE OF 70.59 FEET; THENCE S.7510°10"W, A DISTANCE OF 2470.49 FEET, THENCE N.2132°44"W, A DISTANCE OF 1457.75 FEET, THENCE N.89°58'25"E, A DISTANCE OF 4301.90 FEET TO THE POINT OF BEGINNING CONTAINING 80.0 ACRES MORE OR LESS;

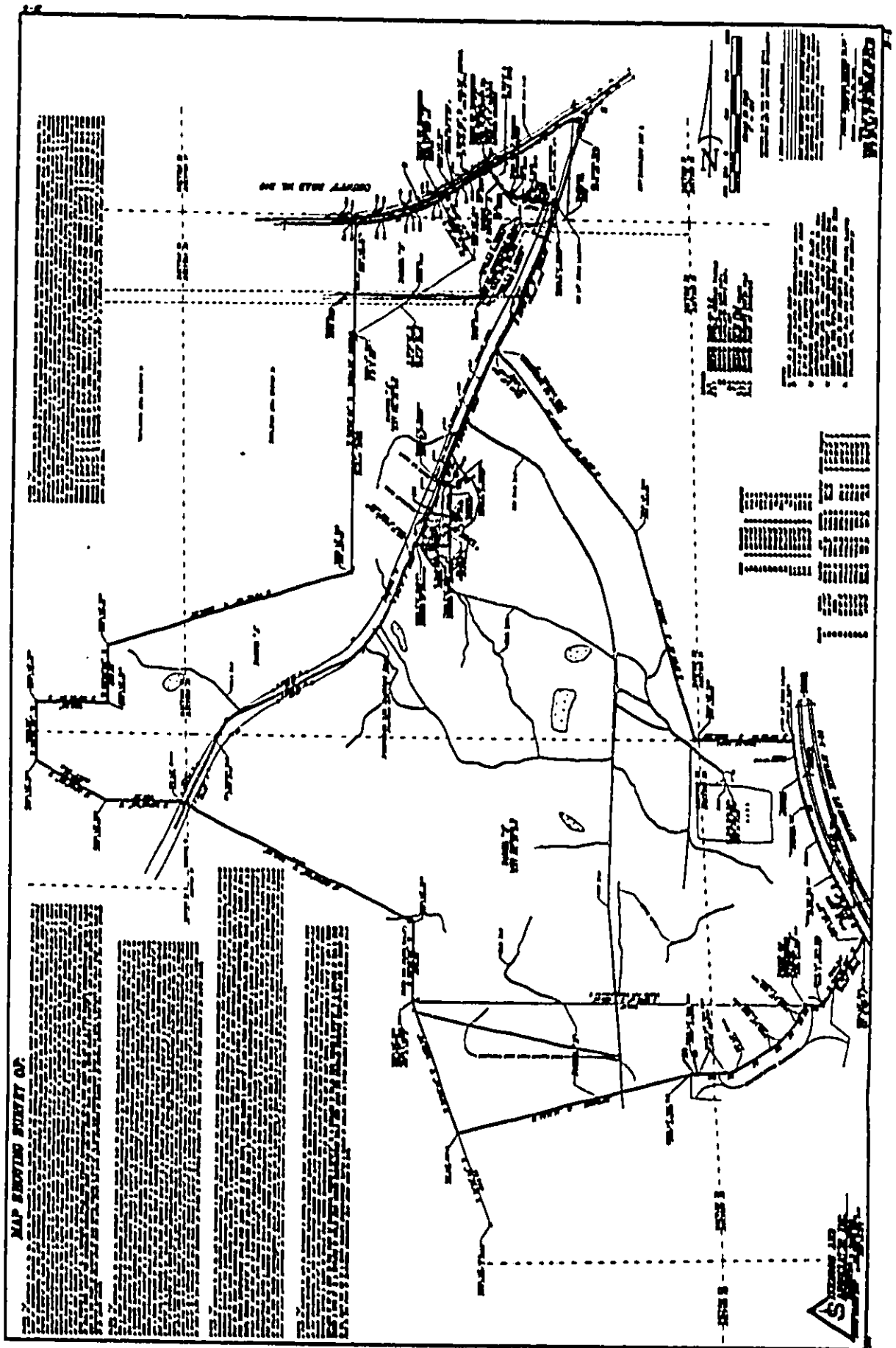


Exhibit "B"
the "Wingfield Glen Property"

MAP SHOWING BOUNDARY SURVEY OF

WINGFIELD GLEN

A parcel of land being a portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Southwest corner of the F. J. Palio Grant, Section 40, said Township 5 South, Range 28 East, said point being monumented by a light wood post; run thence North 88°34'24" East, along the South line of said Section 40 (being the North line of said Section 40 and 21), a distance of 691.02 feet to a point on the Westerly right of way line of State Road No. 9, also known as Interstate 1-95 (a 300 foot limited access right of way as per the State of Florida, State Road Department Right of Way Map Section No. 78050-2403, recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County, Florida); run thence along the Westerly line of said State Road No. 9, also known as Interstate 1-95, the following two (2) courses and distances: Course No. 1: South 03°08'06" East, a distance of 4,253.34 feet to the point of curvature of a curve leading Southerly; Course No. 2: thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 3,925.72 feet, through a central angle of 04°05'20" to the left, an arc distance of 280.15 feet to a point on the South line of said Section 21, last said line being subtended by a chord bearing and distance of South 03°10'46" East, 280.09 feet; run thence South 89°57'30" West, along the aforesaid South line of said Section 21, and then along the South line of said Section 20, a distance of 1031.26 feet to a point; run thence North 15°57'21" West, a distance of 2,233.98 feet to a point; run thence North 38°14'40" West, a distance of 2,336.54 feet to a point on the Southeasterly line of Exhibit "C" as recorded in Official Records Book 724, Page 698 (also being the Southeasterly line of Exhibit "C" as recorded in Official Records Book 955, Page 1147); run thence North 23°29'42" East, along last said line, a distance of 1,493.09 feet to the North line of the South 1/2 of said Section 20; run thence South 89°22'33" East, along last said line and then along the North line of Government Lot 1, Section 20, a distance of 1,357.68 feet to a point on the Westerly boundary of said Section 40, the F. J. Palio Grant; run thence South 01°21'01" East, along last said line, a distance of 832.49 feet to the POINT OF BEGINNING.

Said lands containing 217.84 acres, more or less, in area.

WINGFIELD GLEN

Exhibit "C"

St. Johns Access Road Design

EXHIBIT 'C'

OR1451PG 590

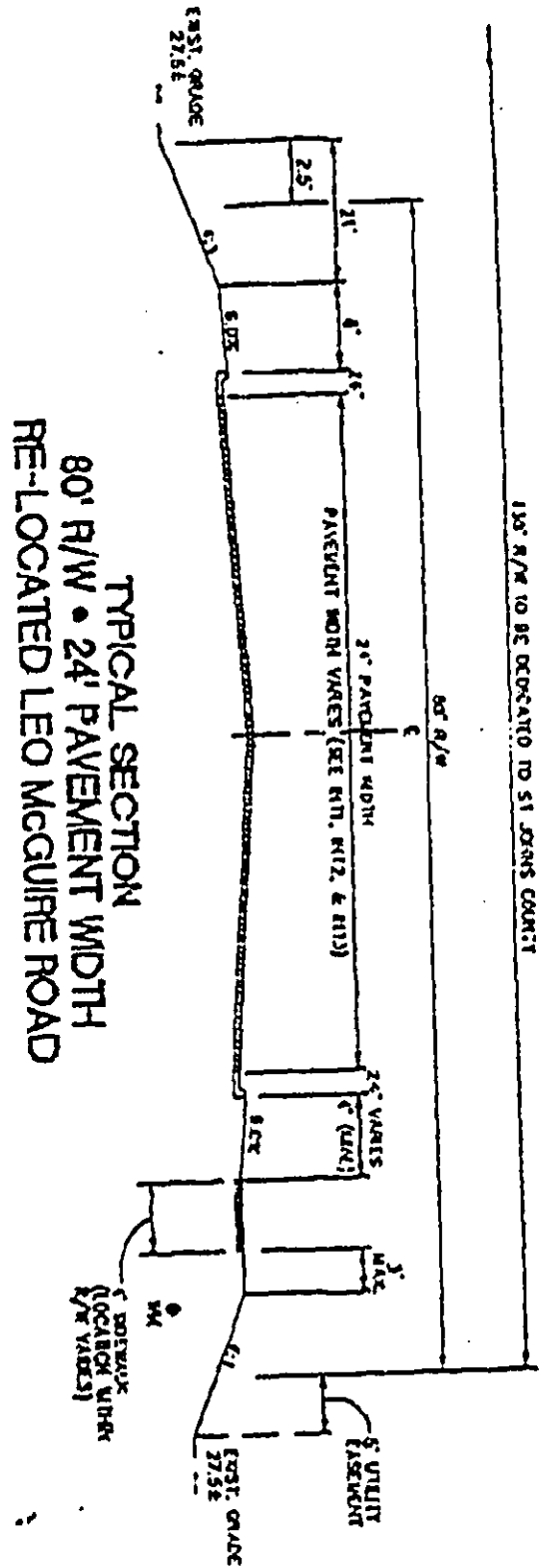


Exhibit "D"

CR 210 Roadway Improvements Design

Exhibit "E"

St. Johns Access Road Cost Estimates

Hill, Boring, Dunn and Associates, Inc.

CIVIL ENGINEERS/LAND PLANNERS

ESTIMATED CONSTRUCTION COST FOR LEO-MAGUIRE ROADWAY IMPROVEMENTS

7/16/98

	Quantity	Unit	Unit Price	Total Amount	
<u>Miscellaneous</u>					
1 Mobilization	1	ls	\$ 10,000.00	\$ 10,000.00	
2 Land Acquisition (130' R/W x 7142 LF)	21.3	ac	\$ 12,000.00	\$ 255,600.00	
3 Surveying - Control, Const. Layout, As-builts	1	ls	\$ 20,000.00	\$ 20,000.00	
4 Construction Inspection	1	ls	\$ 30,000.00	\$ 30,000.00	
5 Engineering & Environmental Permitting & Certification	1	ls	\$ 75,000.00	\$ 75,000.00	
6 Testing	1	ls	\$ 7,500.00	\$ 7,500.00	\$ 398,100.00
<u>Earthwork Related</u>					
1 Clearing & Grubbing - Half R/W & Pond Sites	22.35	ac	\$ 4,000.00	\$ 93,400.00	
2 Unsuitable Material Removal & Disposal (3' Depth)	20,400	cy	\$ 4.50	\$ 91,800.00	
3 Stormwater Pond Excavation (2 pond sites)	157,400	cy	\$ 2.25	\$ 354,150.00	
4 Fill Material - Roadway (+ 30%)	48,000	cy	\$ 1.50	\$ 72,000.00	
5 Grading - Half R/W & Lakes	113,000	sy	\$ 0.35	\$ 39,550.00	
6 Sod - Road Edge & Pond Slopes	11,500	sy	\$ 2.00	\$ 23,000.00	
7 Grassing - Remaining R/W	18,000	sy	\$ 0.08	\$ 1,440.00	\$ 675,340.00
<u>Erosion & Sediment Control</u>					
1 Turbidity Control	1	ls	\$ 10,000.00	\$ 10,000.00	
2 Silt Fence	10,200	lf	\$ 1.25	\$ 12,750.00	\$ 22,750.00
<u>Paving Related</u>					
1 12" Stabilized Subgrade	23,450	sy	\$ 1.50	\$ 35,175.00	
2 8" Limerock Base	19,525	sy	\$ 5.60	\$ 109,340.00	
3 2" Asphalt Surface Course (2 Layers per County Specs)	19,525	sy	\$ 3.40	\$ 66,385.00	
4 Type "E" Curb & Gutter	10,575	lf	\$ 7.00	\$ 74,025.00	
5 Sidewalk	2,550	sy	\$ 13.50	\$ 34,425.00	\$ 323,400.00
<u>Striping & Signage</u>					
1 Striping & Signage	1	ls	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<u>Drainage Related</u>					
1 Curb Inlets	10	ea	\$ 2,400.00	\$ 24,000.00	
2 Storm Manholes	2	ea	\$ 1,800.00	\$ 3,600.00	
3 RCP - 18"	440	lf	\$ 21.50	\$ 9,460.00	
4 RCP - 24"	860	lf	\$ 30.00	\$ 25,800.00	
5 MES - 24"	4	ea	\$ 525.00	\$ 2,100.00	\$ 64,960.00
<u>CR 210 / Leo Maguire Turn Lanes</u>					
1 Unsuitable Material Removal and Disposal	1,600	cy	\$ 5.00	\$ 8,000.00	
2 Fill Material - Roadway (+ 30%)	3,190	cy	\$ 1.50	\$ 4,785.00	
3 Grading	8,550	sy	\$ 0.35	\$ 2,992.50	
4 Sod	2,725	sy	\$ 2.00	\$ 5,450.00	
5 Grassing	8,275	sy	\$ 0.08	\$ 662.00	
6 12" Stabilized Subgrade	2,350	sy	\$ 1.50	\$ 3,525.00	
7 8" Limerock Base	2,225	sy	\$ 5.60	\$ 12,460.00	
8 Milling of existing Pavement - 1" Depth	2,700	sy	\$ 1.50	\$ 4,050.00	
9 1" Leveling Course (Milled Surface and Road Widening)	1,950	sy	\$ 2.25	\$ 4,387.50	
10 1" Overlay (Full width of turn lane improvements)	4,850	sy	\$ 2.25	\$ 10,912.50	
11 Striping and Signage	1	ls	\$ 7,500.00	\$ 7,500.00	
12 Silt Fence	2,250	lf	\$ 1.25	\$ 2,812.50	

13	Maintenance of Traffic	90	days	\$	232.00	\$	20,880.00	
14	Testing	1	ls	\$	1,500.00	\$	1,500.00	
15	Inspection	1	ls	\$	15,000.00	\$	15,000.00	\$ 104,917.00
							Sub-Total:	\$ 1,604,467.00
							15.00% Contingency:	\$ 240,670.05
							Total:	\$ 1,845,137.05
Total Linear Footage of Construction:							Cost/LF:	\$ 361.79

Note: This estimate is based on the best information available as no construction drawings for the Leo-Maguire improvements have been developed at this time. Assumptions made during the development of this estimate are as follows:

1. R/W Acquisition accounts for total length of Leo-Maguire road within the SJG&CC property limits at 130 foot width.
2. Drainage costs (Ponds and Conveyance System) account for full 4-lane development of Leo-Maguire Road.
3. Clearing and roadway construction costs are based on construction of a 2 lane curb & gutter section only.
4. Utility construction (water and sewer force main) are not included in this cost estimate.
5. Storm sewer conveyance system is based on a 10 year storm event per SJC requirements for major collector roadways.
6. Leo-Maguire road improvements are based on a 130 foot R/W, 4-lane major collector. 2 lanes are to be constructed as part of the SJG&CC development with future expansion to 4 lanes (by others) when necessary.
7. 1 Bike lane is included in paving quantities for Leo-Maguire road.
8. Turn lane improvements at intersection of Leo-Maguire and CR210 are based on a 130 foot storage plus 355 foot decel (including 50 foot taper).
9. Approximately 30% of the pond excavation quantities is required for construction of Leo-Maguire Road.
10. Unsuitable material excavation depth is 3 foot.
11. No street lighting or electrical conduit crossings are included in this estimate.

Exhibit "F"

CR 210 Improvements Cost Estimates

Hill, Boring, Dunn and Associates, Inc.**CIVIL ENGINEERS/LAND PLANNERS****EXHIBIT "F"****ESTIMATED CONSTRUCTION COST FOR COUNTY ROAD 210 IMPROVEMENTS**
(SEE NOTES BELOW)

7/26/99

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>	
<u>Land Acquisition</u>					
1 Land Acquisition	1	ls	\$ 138,756.00	\$ 138,756.00	\$ 138,756.00
<u>Miscellaneous</u>					
1 Mobilization	1	ls	\$ 25,000.00	\$ 25,000.00	
2 Maintenance of Traffic	1	ls	\$ 140,000.00	\$ 140,000.00	
3 Surveying - Control, Const Layout & As-builts	1	ls	\$ 75,000.00	\$ 75,000.00	
4 Construction Inspection	1	ls	\$ 40,000.00	\$ 40,000.00	
5 Engineering Design & Certification	1	ls	\$ 75,000.00	\$ 75,000.00	
6 Testing	1	ls	\$ 65,000.00	\$ 65,000.00	
7 Environmental - Permitting	1	ls	\$ 25,000.00	\$ 25,000.00	
8 Environmental - Mitigation	1	ls	\$ 100,000.00	\$ 100,000.00	\$ 545,000.00
<u>Earthwork Related</u>					
1 Clearing & Grubbing - Road R/W	3.50	ac	\$ 3,500.00	\$ 12,250.00	
2 Clearing & Grubbing - Pond Sites	2.00	ac	\$ 5,000.00	\$ 10,000.00	
3 Demolition & Removal of Existing Roadway	14,600	sy	\$ 5.00	\$ 73,000.00	
4 Unsuitable Material Removal & Disposal	25,426	cy	\$ 4.50	\$ 114,417.00	
5 Stormwater Pond Excavation	27,375	cy	\$ 3.00	\$ 82,125.00	
6 Fill Material - Roadway & Pond Berms	53,054	cy	\$ 4.00	\$ 212,216.00	
7 Grading - Roads & Stormwater Ponds	94,750	sy	\$ 1.00	\$ 94,750.00	
8 Sod - Road Edge and Medians	14,667	sy	\$ 2.25	\$ 33,000.00	
9 Sod - Pond Top and Slopes	6,500	sy	\$ 2.25	\$ 14,625.00	
10 Grassing	32,875	sy	\$ 0.08	\$ 2,630.00	\$ 649,013.00
<u>Erosion & Sediment Control</u>					
1 Turbidity Control	1	ls	\$ 10,000.00	\$ 10,000.00	
2 Silt Fence	13,150	lf	\$ 1.25	\$ 16,437.50	\$ 26,437.50
<u>Paving Related (Includes Turn Lanes)</u>					
1 12" Stabilized Subgrade	43,150	sy	\$ 1.30	\$ 56,095.00	
2 8" Limerock Base	35,975	sy	\$ 5.60	\$ 201,460.00	
4 2" Asphalt Surface Course (2 Layers per County Specs)	35,975	sy	\$ 4.50	\$ 161,887.50	
5 Type "F" Curb & Gutter	16,750	lf	\$ 7.00	\$ 117,250.00	
6 Concrete Barrier Wall	400	lf	\$ 125.00	\$ 50,000.00	
7 Sidewalk	6,650	sy	\$ 13.50	\$ 89,775.00	\$ 676,467.50
<u>Traffic Signal, Striping & Signage</u>					
1 Traffic Signal	1	ls	\$ 100,000.00	\$ 100,000.00	
2 Striping & Signage	1	ls	\$ 35,000.00	\$ 35,000.00	\$ 135,000.00

Drainage Related (Based on 2 Pond Sites)

1	Curb Inlets	20	ea	\$	2,500.00	\$	50,000.00	
2	Storm Manholes	4	ea	\$	1,500.00	\$	6,000.00	
3	RCP - 15"	475	lf	\$	19.00	\$	9,025.00	
4	RCP - 18"	775	lf	\$	25.50	\$	19,762.50	
5	RCP - 24"	2,025	lf	\$	38.75	\$	78,468.75	
6	RCP - 30"	200	lf	\$	50.50	\$	10,100.00	
7	RCP - 36"	600	lf	\$	56.50	\$	33,900.00	
8	MES - 30"	2	ea	\$	1,000.00	\$	2,000.00	
9	MES - 36"	1	ea	\$	1,200.00	\$	1,200.00	
10	Underdrain	6,000	lf	\$	10.00	\$	60,000.00	
11	Outfall Structures	2	ea	\$	4,250.00	\$	8,500.00	
12	10' x 5' Box Culvert Extensions - 4 Barrels	200	lf	\$	1,125.00	\$	225,000.00	
13	Chain-Link Fence for Ponds	1,225	lf	\$	6.50	\$	7,962.50	\$ 511,918.75

Sub-Total (Excluding Land Acquisition): \$ 2,543,836.75

15.00% Contingency: \$ 381,575.51

Total (Including Land Acquisition): \$ 3,064,168.26

Notes: This opinion of estimated costs is based on the best information available as no construction drawings for the County Road 210 improvements have been developed at this time. Assumptions made during the development of this estimate are based on a conceptual drawing and other assumptions which include but are not limited to the following:

1. Left & Right Turn Lane at Intersection of SJG&CC and CR210 assumes 180 foot storage plus 385 foot decel length.
2. Stormwater Conveyance System is based on 2 pond sites on north side of CR210 - one near SJG&CC entrance and one located on west side of Sampson Creek. Pipe sizes and pond sizes could vary due to location of ponds and actual field conditions.
3. This estimate assumes that adequate legal positive outfall for pond sites exists and tailwater levels in outfall areas are not a problem.
4. No utility re-locations are included in this estimate.
5. This estimate is based on a 130 R/W and 4 lane divided roadway w/ Curb & Gutter and storm sewer system.
6. This estimate assumes reconstruction of roadway to 3 lane section beneath I-95 overpass within limits of I-95 R/W. Reconstruction of roadway is based on pavement section & installation of barrier walls only and does not include any other work.
7. Land acquisition costs may need to be adjusted based on appraisals.
8. Unit prices were taken from best available information sources including the SR207 cost estimates provided by FDOT and the FDOT historical construction contract history.
9. Contingency not applied to land acquisition cost.

0 R 1 4 5 1 P G 5 9 9

Exhibit "G"

Voucher issued by Developer to Fee Payer

EXHIBIT "G"

Date: _____

IMPACT FEE VOUCHER
ST. JOHNS GOLF & COUNTRY CLUB DEVELOPMENT OF REGIONAL IMPACT

Legal Description:

Lot _____

Street Address _____

Subdivision:

St. Johns Golf & Country Club, Unit _____, Phase _____

The undersigned hereby confirms that it has credits for impact fees as required under St. Johns County Ordinance No. 87-59 as follows:

Transportation Impact Fee Credits = \$ _____

The undersigned hereby gives notice to St. Johns County, Florida that the sum of \$ _____ be deducted from the total transportation impact fee credit of \$ _____, as referenced in the St. Johns Golf & Country Club Development Agreement recorded in PUD, Official Records Book _____. Page _____, of the current public records of St. Johns County, as amended by the St. Johns County Board of County Commissioners by resolution dated _____.

St. Joe Residential Acquisitions, Inc.

By: _____

Mark Ambach

Its Authorized Agent

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **Linda Y. Murray**
who on oath says that she is an Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida:
that the attached copy of advertisement, being a

NOTICE OF INTENT

in the matter of

PROPOSED DEVELOPMENT & IMPACT FEE AGREEMENT

in the Court, was published in said newspaper in the issues of

AUGUST 5, 1999

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 5th day of August 1999,

by Linda Y. Murray who is personally known to me
or who has produced PERSONALLY KNOWN as identification.

Zoe Ann Moss
(Signature of Notary Public)



Zoe Ann Moss
MY COMMISSION # CC641814 EXPIRES
12, 2001
PLACED THROUGH FARMING (Seal)

Zoe Ann Moss

COPY

NOTICE OF INTENT TO CONSIDER PROPOSED DEVELOPMENT AND IMPACT FEE AGREEMENT
NOTICE IS HEREBY GIVEN that public hearings will be held on the 17th day of August, 1999, at 10:00 AM and the 18th day of September, 1999 at 1:00 PM by the St. Johns County Board of County Commissioners in the County Auditor's Office, County Administration Building, 4000 Lewis Speedway (County Road 10-A) and US 1 North, St. Augustine, Florida, to consider the proposed St. Joe Development and Impact Fee Agreement between St. Joe Residential Acquisitions, Inc., A & S Land Development Company, and St. Johns County.

The proposed Agreement is related to the development of the St. Johns Golf and Country Club Planned Unit Development (PUD), which was approved for the development of 798 single family residential units at a net density of 1.01 units per acre, on 141 hole golf course, and 10,000 square feet of commercial space located in the recreation center with structures limited to 25 feet in height; and the Wargate Glen PUD, which was approved for the development of 888 single family and multi-family residential units at a net density of 6.02 units per acre with multi-family units limited to 45 feet in height and single family units limited to 35 feet in height.

The purpose of the Agreement is to set forth the conditions under which the development as approved in the St. Johns Golf and Country Club PUD and Wargate Glen PUD can be constructed by providing adequate capacity on CR 270 and Lee McGuire Road to satisfy transportation consistency requirements and to establish appropriate transportation impact fees.

The said St. Joe Development and Impact Fee Agreement is available for review by the public in the Planning Department located at the St. Johns County Administrative Complex, 4000 Lewis Speedway (County Road 10-A) and US 1 North, St. Augustine, Florida, and may be examined by interested parties prior to said public hearing, and all interested parties shall be granted an opportunity to be heard at said public hearing.

NOTICE TO PERSONS REQUIRING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceedings should contact David Haines, ADA Coordinator, at (800) 823-3500 or at the County Administration Building, 4000 Lewis Speedway, St. Augustine, Florida, 32084. For hearing impaired individuals: Telecommunications Device for the Deaf (TDD): Florida Relay Service: 1-800-CRS-6770, no later than 5 days prior to the date of this meeting.

If a person decides to appeal any decision made with respect to any matter considered at the meeting or hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which appeal is to be based.

This matter is subject to court-imposed quasi-judicial rules of procedure. Interested parties should first contact with the County Commissioners and Planning & Zoning Agency members on the topic, except with compliance with Resolution 95-126, to properly record public hearings or to write communication case of St. Johns County Planning Department, P.O. Drawer 348, St. Augustine, Florida, 32084.

Rescheduled to 10-12

OR 1451 PG 602

COPY OF ADVE

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **Linda Y. Murray**
who on oath says that she is an Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida;
that the attached copy of advertisement, being a

NOTICE OF INTENT

in the matter of

DEVELOPMENT & IMPACT FEE AGREEMENT

in the Court, was published in said newspaper in the issues of

SEPTEMBER 3, 1999

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7TH day of SEPTEMBER 1999,

by Linda Y. Murray who is personally known to me
or who has produced PERSONALLY KNOWN as identification.

Zoe Ann Moss
(Signature of Notary Public)



Zoe Ann Moss
MY COMMISSION #CC641814 EXPIRES
August 22, 2004 (Seal)
BONDED THROUGH TROY IAN INSURANCE, INC.

Zoe Ann Moss

CONSIDER
PROPOSED
DEVELOPMENT AND IMPACT
FEE AGREEMENT
NOTICE IS HEREBY GIVEN
that public hearings will be held on
the 17th day of August, 1999, at
9:00 A.M. and the 14th day of
September, 1999 at 1:30 P.M. by
the St. Johns County Board of
County Commissioners in the
County Auditor's Office, 4030 Lewis
Speedway (County Road 16-A) and
US 1 North, St. Augustine, Florida,
to consider the proposed St. Joe
Development and Impact Fee
Agreement between St. Joe Res-
idential Acquisitions, Inc., A & S
Land Development Company, and
St. Johns County.

The proposed Agreement is
related to the development of the
St. Joe Golf and Country Club
Planned Unit Development (PUD),
which was approved for the devel-
opment of 750 single family res-
idential units at a net density of 1.43
units per acre, an 18 hole golf
course, and 10,000 square feet of
commercial space located in the
recreation district with a maximum
height to 35 feet in height and the
Wingfield Glen PUD, which was
approved for the development of
600 single family and multi-family
residential units at a net density of
0.02 units per acre with multi-family
units limited to 45 feet in height and
single family units limited to 35 feet
in height.

The purpose of the Agree-
ment is to set forth the conditions
under which the development is
approved in the St. Joe Golf and
Country Club PUD and Wingfield
Glen PUD can be continued by
providing adequate capacity on CR
210 and Lee Maguire Road to
satisfy transportation, community
requirements and to establish
appropriate transportation impact
fees.

The said St. Joe Develop-
ment and Impact Fee Agreement is
available for review by the public in
the Planning Department located at
the St. Johns County Administrative
Complex, 4030 Lewis Speedway
(County Road 16-A) and US 1
North, St. Augustine, Florida, and
may be examined by interested
persons prior to said public hearing
and all interested parties shall be
given an opportunity to be heard
at said public hearing.

NOTICE TO PERSONS
NEEDING SPECIAL ACCOMMO-
DATIONS AND TO ALL INTERESTED
PERSONS: In accor-
dance with the Americans with
Disabilities Act, persons needing a
special accommodation or an
interpreter to participate in this
proceeding should contact David
Hickman, ADA Coordinator, at
304-833-8800 or at the County
Administration Building, 4030 Lewis
Speedway, St. Augustine, Florida,
32084. For hearing impaired,
include: Telecommunications
Device for the Deaf (TDD): Florida
Relay Service: 1-800-688-8770, no
later than 5 days prior to the date of
this meeting.

If a person desires to appeal
any decision made with respect to
any matter considered at the hear-
ing or hearing, he/she will need a
record of the proceedings and for
such purpose may need to ensure
that a verbatim record of the pro-
ceedings is made, which record
includes the testimony and evidence
upon which appeal is to be based.

This notice is added to meet
imposed constitutional, legal, or
procedural, interested parties should
first contact with the County
Commissioners and Planning &
Zoning Agency located on this
date, except with compliance with
Resolution 99-02, to properly
noticed public hearings or to obtain
confirmation date of St. Johns
County Planning Department PUD,
Drawer 248, St. Augustine, Florida,
32084.

The notice is added to meet
imposed constitutional, legal, or
procedural, interested parties should
first contact with the County
Commissioners and Planning &
Zoning Agency located on this
date, except with compliance with
Resolution 99-02, to properly
noticed public hearings or to obtain
confirmation date of St. Johns
County Planning Department PUD,
Drawer 248, St. Augustine, Florida,
32084.

BOARD OF COUNTY
COMMISSIONERS
ST. JOHNS COUNTY,
FLORIDA

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared Linda Y. Murray
who on oath says that she is an Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida:
that the attached copy of advertisement, being a

NOTICE OF INTENT

in the matter of DEVELOPMENT AND IMPACT FEE

ST. JOE RESIDENTIAL ACQUISITIONS, INC

in the Court, was published in said newspaper in the issues of

SEPTEMBER 25, 1999

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 27TH day of SEPTEMBER 1999,

by Linda Y. Murray who is personally known to me
or who has produced PERSONALLY KNOWN as identification.

Zoe Ann Moss
(Signature of Notary Public)



Zoe Ann Moss

MY COMMISSION # 00041800 EXPIRES
August 22, 2001 (Seal)
BONDED THRU TROY FAIR INSURANCE, INC.

Zoe Ann Moss

COP

**NOTICE OF INTENT TO
CONSIDER PROPOSED
DEVELOPMENT AND IMPACT
FEE AGREEMENT**

NOTICE IS HEREBY GIVEN that a public hearing will be held on the 12th day of October, 1999, at 1:30 PM by the St. Johns County Board of County Commissioners in the County Auditor's County Administration Building, 4020 Lewis Speedway (County Road 16-A) and US 1 North, St. Augustine, Florida, to consider the proposed St. Joe Development and Impact Fee Agreement between St. Joe Residential Acquisitions, Inc., A & B Land Development Company, and St. Johns County. The hearing was originally scheduled for September 14, 1999 and had to be rescheduled because of Hurricane Floyd.

The proposed Agreement is related to the development of the St. Joe's Golf and Country Club Planned Unit Development (PUD), which was approved for the development of 788 single family residential units at a net density of 1.43 units per acre on 55 acres of land, and 30,000 square feet of commercial space located in the recreation center with structures limited to 35 feet in height and the Winged Glen PUD, which was approved for the development of 635 single family and multi-family residential units at a net density of 6.02 units per acre with multi-family units limited to 45 feet in height and single family units limited to 35 feet in height.

The purpose of the Agreement is to set forth the conditions under which the development as approved in the St. Joe's Golf and Country Club PUD and Winged Glen PUD can be conducted by providing adequate capacity on CR 270 and Leo Maguire Road to satisfy transportation concurrency requirements and to establish appropriate transportation impact fees.

The said St. Joe Development and Impact Fee Agreement is available for review by the public in the Planning Department located at the St. Johns County Administrative Complex, 4020 Lewis Speedway (County Road 16-A) and US 1 North, St. Augustine, Florida, and may be reviewed by interested parties prior to said public hearing, and all interested parties shall be given an opportunity to be heard at said public hearing.

NOTICE TO PERSONS REQUIRING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodations or an interpreter to participate in the proceeding should contact Dave Heston, ACP Coordinator, at (804) 623-2802, or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, 32086. For hearing impaired individuals: Telecommunications Device for the Deaf (TDD): Florida Relay Service: 1-800-668-6770, no later than 5 days prior to the date of the hearing.

If a person desires to appeal any decision made with respect to any matter considered at the proceeding or hearing, notice will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which appeal is to be based.

This matter is subject to court imposed quasi-judicial rules of procedure. Interested parties should first contact with the County Commissioners and Planning & Zoning Agency members on the topic, except with compliance with Resolution 95-120, to properly noticed public hearings or to written communication care of St. Johns County Planning Department, P.O. Drawer 268, St.

3
4
Prepared by and return to:
Kenneth M. Keefe, Jr.
McGuire Woods Battle & Boothe, LLP
P. O. Box 4099
Jacksonville, Florida 32201

Public Records of
St. Johns County, FL
Clerk# 00-012981
O.R. 1484 PG 995
02:38PM 03/29/2000
REC \$17.00 SUR \$2.50
Doc Stamps \$4.900.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated the 20th day of March, 2000, is by and from **RAYLAND, LLC**, a Delaware limited liability company, as successor by conversion from **RAYLAND COMPANY, INC.**, a Delaware corporation, whose address is 501 Centre Street, Fernandina Beach, Florida 32034, hereinafter called the Grantor, and **G&C DEVELOPERS, INC.**, hereinafter called the Grantee, whose address is: 7865 Southside Boulevard, Jacksonville, Florida 32256.

(Whenever used herein the terms "Grantor and "Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY THIS REFERENCE.**

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 1999 easements, servitudes, covenants, restrictions and rights- of-way of record; current zoning ordinances; riparian rights, if any; the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water; existing cemeteries; and outstanding mineral rights.

NOTE TO RECORDER: Evidence of the conversion of Rayland Company, Inc., into Rayland, LLC is set forth in the Notice of Conversion recorded in Official Records 1458, page 210, of the public records of St. Johns County, Florida. By operation of Delaware law, title to all properties of Rayland Company, Inc., became vested in Rayland, LLC, and no deed need be recorded to make that transfer.

19.50
4,900.00

PROVIDED, HOWEVER, that Grantee covenants and agrees for itself, its heirs, successors and assigns, that the lands conveyed hereby shall not be used for the purpose of a mobile-home park nor shall any mobile home or trailer be affixed to or parked upon the lands conveyed hereby, except for recreational vehicles or campers which are not used as a permanent place of residence. This covenant shall be construed to be a covenant running with the title to the lands conveyed hereby. This covenant shall expire upon the tenth anniversary of the date this document is recorded in the public records of St. Johns County, Florida. If Grantee or its heirs, successors and assigns shall violate this covenant, Grantor or its successors and assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys fees, whether or not suit be brought to enforce a violation.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charlene D. Nagle
[Charlene D. Nagle]
Print Name

Virginia B. Batten
[Virginia B. Batten]
Print Name

RAYLAND, LLC
By Its Manager, **RAYONIER**
TIMBERLANDS MANAGEMENT,
INC.

By: W. D. Ericksen
W. D. Ericksen
Its Vice President

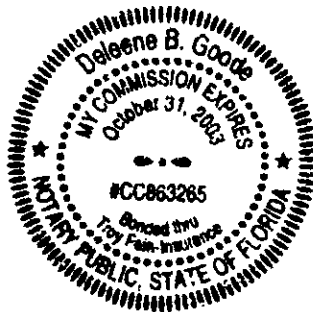
Attest: Mary J. Belger
Mary J. Belger
Its Assistant Secretary


(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20 day of March 2000, by W. D. Ericksen and Mary J. Berger, the Vice President and Assistant Secretary of **RAYONIER TIMBERLANDS MANAGEMENT, INC**, a Delaware corporation, on behalf of the corporation as the manager of **RAYLAND, LLC**, a Delaware limited liability company. They are ✓ personally known to me, or _____ have produced _____ as identification.

(NOTARIAL SEAL)




[Deleene B. Goode]

Print notary name below signature
Notary Public, State and
County Aforesaid
My Commission Expires:

EXHIBIT A

WINGFIELD GLEN - SINGLE FAMILY PARCEL:

A portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of the F. J. Fatio Grant, Section 46, said Township and Range, said point also being common to a corner of said Section 20; thence North $88^{\circ}34'24''$ East, along the South line of said Section 40 and along the North line of said Sections 20 and 21, a distance of 861.65 feet to a point situate on the Westerly right of way line of State Road No. 9 and/or Interstate Highway I-95 (a 300 foot limited access right of way as shown on the State of Florida Department of Transportation Right of Way Map Section No. 78080-2403, said Right of Way Map also recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County); thence South $03^{\circ}08'06''$ East, along said Westerly right of way line, a distance of 905.87 feet; thence North $61^{\circ}10'48''$ West, a distance of 735.17 feet; thence North $89^{\circ}22'33''$ West, a distance of 1,480.02 feet; thence North $57^{\circ}38'28''$ West, a distance of 700.89 feet; thence North $23^{\circ}29'42''$ East, a distance of 1,073.46 feet to the North line of the South one-half of said Section 20; thence South $89^{\circ}22'33''$ East, along said last mentioned line, and along the North line of Government Lot 1, said Section 20, a distance of 1,357.68 feet to the Northeast corner of said Government Lot 1 and a point situate in the division line between said Section 20 and Section 40; thence South $01^{\circ}21'01''$ East, along said division line, and along the East line of said Government Lot 1, a distance of 832.49 feet to the POINT OF BEGINNING.

Containing 62.11 acres, more or less.

2
9
Prepared by and return to:
Kenneth M. Keefe, Jr.
McGuire Woods Battle & Boothe, LLP
P. O. Box 4099
Jacksonville, Florida 32201

Public Records of
St. Johns County, FL
Clerk# 00-012982
O.R. 1484 PG 999
02:38PM 03/29/2000
REC \$37.00 SUR \$5.00
Doc Stamps \$2,800.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated the 20th day of March, 2000, is by and from **RAYLAND, LLC.**, a Delaware limited liability company, as successor by conversion from **RAYLAND COMPANY, INC.**, a Delaware corporation, whose address is 501 Centre Street, Fernandina Beach, Florida 32034, hereinafter called the Grantor, and **A&S LAND DEVELOPMENT COMPANY**, hereinafter called the Grantee, whose address is: 7865 Southside Boulevard, Jacksonville, Florida 32256.

(Whenever used herein the terms "Grantor and "Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY THIS REFERENCE.**

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

THIS CONVEYANCE IS SUBJECT TO: The reserved non-exclusive easement described on Exhibit "B" attached hereto and made a part hereof, ad valorem property taxes accruing subsequent to December 31, 1999 easements, servitudes, covenants, restrictions and rights- of-way of record; current zoning ordinances; riparian rights, if any; the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water; existing cemeteries; and outstanding mineral rights.

NOTE TO RECORDER: Evidence of the conversion of Rayland Company, Inc., into Rayland, LLC is set forth in the Notice of Conversion recorded in Official Records 1458, page 210, of the public records of St. Johns County, Florida. By operation of Delaware law, title to all properties of Rayland Company, Inc., became vested in Rayland, LLC, and no deed need be recorded to make that transfer.

42.00

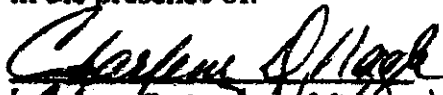
2,800.00

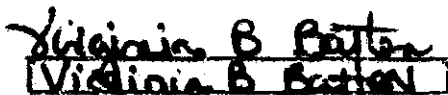
PROVIDED, HOWEVER, that Grantee covenants and agrees for itself, its heirs, successors and assigns, that the lands conveyed hereby shall not be used for the purpose of a mobile-home park nor shall any mobile home or trailer be affixed to or parked upon the lands conveyed hereby, except for recreational vehicles or campers which are not used as a permanent place of residence. This covenant shall be construed to be a covenant running with the title to the lands conveyed hereby. This covenant shall expire upon the tenth anniversary of the date this document is recorded in the public records of St. Johns County, Florida. If Grantee or its heirs, successors and assigns shall violate this covenant, Grantor or its successors and assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys fees, whether or not suit be brought to enforce a violation.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.


IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.


Signed, sealed and delivered
in the presence of:


[Charles D. Nagle]
Print Name


[Virginia B. Batten]
Print Name

RAYLAND, LLC
By Its Manager, **RAYONIER**
TIMBERLANDS MANAGEMENT,
INC.

By: 
W. D. Ericksen
Its Vice President

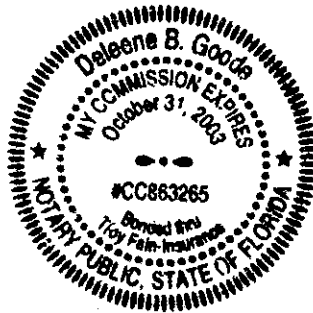
Attest: 
Mary J. Rogers
Its Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20 day of March 2000, by W. D. Ericksen and Mary J. Berger, the Vice President and Assistant Secretary of **RAYONIER TIMBERLANDS MANAGEMENT, INC.**, a Delaware corporation, on behalf of the corporation as the manager of **RAYLAND, LLC**, a Delaware limited liability company. They are ✓ personally known to me, or _____ have produced _____ as identification.

(NOTARIAL SEAL)



Deleene B. Goode
[Deleene B. Goode]

Print notary name below signature
Notary Public, State and
County Aforesaid
My Commission Expires:

\\REALESTATE-ENV\KMKEEFE\deed-rayland-a&s-217 st johns parcel 1(#21367)\v. 1

WINGFIELD GLEN - MULTI-FAMILY PARCEL:

A portion of Sections 20 and 21, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of the F. J. Fatio Grant, Section 46, said Township and Range, said point also being common to a corner of said Section 20; thence North $88^{\circ}34'24''$ East, along the South line of said Section 40 and along the North line of said Sections 20 and 21, a distance of 861.65 feet to a point situate on the Westerly right of way line of State Road No. 9 and/or Interstate Highway 1-95 (a 300 foot limited access right of way as shown on the State of Florida Department of Transportation Right of Way Map Section No. 78080-2403, said Right of Way Map also recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County); thence South $03^{\circ}08'06''$ East, along said Westerly right of way line, a distance of 905.87 feet for a POINT OF BEGINNING; thence continue South $03^{\circ}08'06''$ East, along said Westerly right of way line, a distance of 3,347.47 feet to a point of curvature of a curve to the left, concave Easterly and having a radius of 3,925.72 feet; thence Southerly around and along the arc of said curve and continuing along said Westerly right of way line, through a central angle of $04^{\circ}05'20''$, a distance of 280.15 feet, said arc being subtended by a chord bearing and distance of South $05^{\circ}10'46''$ East, 280.09 feet to a point situate on the South line of said Section 21; thence South $89^{\circ}57'30''$ West, along said South line of Section 21 and along the South line of said Section 20, a distance of 1,031.26 feet; thence North $15^{\circ}57'21''$ West, a distance of 2,233.98 feet; thence North $38^{\circ}14'40''$ West, a distance of 2,336.54 feet; thence North $23^{\circ}29'42''$ East, a distance of 419.63 feet; thence South $57^{\circ}38'28''$ East, a distance of 700.89 feet; thence South $89^{\circ}22'11''$ East, a distance of 1,480.02 feet; thence South $61^{\circ}10'48''$ East, a distance of 735.17 feet to the POINT OF BEGINNING.

Containing 155.74 acres, more or less.

PARCEL 2:

A part of Government Lot 5, Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows: BEGINNING at the Southeast corner of said Government Lot 5; thence North 89°22'33" West, along the South line of said Government Lot 5, a distance of 133.30 feet to a point situate in a curve concave Westerly and having a radius of 998.20 feet; thence Northerly around and along the arc of said curve, a distance of 227.30 feet, said arc being subtended by a chord bearing and distance of North 25°18'03" East, 226.80 feet to the point of compound curvature, concave Westerly and having a radius of 3,272.25 feet; thence Northerly around and along the arc of said curve, a distance of 169.84 feet, said arc being subtended by a chord bearing and distance of North 17°17'26" East, 169.82 feet to a point situate in the Easterly line of said Government Lot 5; thence South 02°11'30" West, along said Easterly line of Government Lot 5, a distance of 368.92 feet to the POINT OF BEGINNING.

-5

PARCEL 4:

A portion of Government Lot 5, Section 17, together with a portion of Section 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Government Lot 5, said Section 17; thence North 89°22'33" West, along the South line of said Government Lot 5, the same being the North line of said Section 20, a distance of 133.30 feet for a POINT OF BEGINNING; thence Southerly around and along the arc of a curve concave Westerly and having a radius of 998.20 feet, a distance of 10.09 feet, said arc being subtended by a chord bearing and distance of South 32°06'48" West, 10.09 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 948.64 feet; thence Southerly around and along the arc of said curve, a distance of 153.90 feet, said arc being subtended by a chord bearing and distance of South 27°45'19" West, 153.74 feet to the point of tangency of said curve; thence South 23°06'27" West, along the Easterly line of that certain 120 foot Easement for Ingress and Egress, recorded in Official Records Book 955, Page 1147 (Exhibit "C"), a distance of 1,322.39 feet; thence North 38°14'40" West, a distance of 91.16 feet; thence North 23°06'27" East, a distance of 1,278.69 feet to the point of curvature of a curve concave Easterly and having a radius of 1,028.64 feet; thence Northerly around and along the arc of said curve, a distance of 166.80 feet, said arc being subtended by a chord bearing and distance of North 27°45'19" East, 166.70 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 918.20 feet; thence Northerly around and along the arc of said curve, a distance of 121.91 feet, said arc being subtended by a chord bearing and distance of North 28°35'58" East, 121.82 feet to a point situate in the Southerly line of those certain lands described in deed recorded in Official Records Book 1096, Page 310 (Parcel 1) of said Public Records; thence South 78°39'48" East, along said Southerly line, and along the Southerly terminus of Leo McGuire Road (a 60 foot right of way), a distance of 64.41 feet; thence Northerly around and along the arc of a curve concave Westerly and having a radius of 3,252.25 feet and along the Easterly right of way line of said Leo McGuire Road, a distance of 344.21 feet, said arc being subtended by a chord bearing and distance of North 17°17'41" East, 344.05 feet to a point situate in the East line of said Government Lot 5, Section 17; thence South 02°11'30" West, along said last mentioned line, a distance of 89.98 feet to a point situate North 02°11'30" East, 368.92 feet from said Southeast corner of Government Lot 5; thence Southerly around and along the arc of a curve concave Westerly and having a radius of 3,272.25 feet and 20 feet Easterly therefrom, when measured concentrically to said Easterly right of way line of Leo McGuire Road, a distance of 169.82 feet, said arc being subtended by a chord bearing and distance of South 17°17'28" West, 169.82 feet to the point of compound curvature of a curve concave Westerly and having a radius of 998.20 feet; thence Southerly around and along the arc of said curve, a distance of 237.38 feet, said arc being subtended by a chord bearing and distance of South 25°35'25" East, 236.82 feet to the POINT OF BEGINNING.

PARCEL 5:

A portion of Section 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Northwest corner of Government Lot 1, said Section 20; thence North $89^{\circ}22'33''$ West, along the North line of said Section 20, a distance of 127.31 feet for a POINT OF BEGINNING; thence South $23^{\circ}29'42''$ West, a distance of 1,493.09 feet; thence North $38^{\circ}14'40''$ West, a distance of 10.80 feet to a point situate in the Easterly line of that certain 120 Easement for Ingress and Egress recorded in Official Records Book 955, Page 1147 (Exhibit "C"); thence North $23^{\circ}06'27''$ East, along said Easterly line, a distance of 1,322.39 feet to a point of curvature of a curve concave Easterly and having a radius of 948.64 feet; thence Northerly around and along the arc of said curve, a distance of 153.90 feet, said arc being subtended by a chord bearing and distance of North $27^{\circ}45'19''$ East, 153.74 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 998.20 feet; thence Northerly around and along the arc of said curve, a distance of 10.09 feet, said arc being subtended by a chord bearing and distance of North $32^{\circ}06'48''$ East, 10.09 feet to a point situate in said North line of said Section 20; thence South $89^{\circ}22'33''$ East, along said last mentioned line, a distance of 5.99 feet to the POINT OF BEGINNING.

PARCEL 6:

A part of Government Lot 5, Section 17, together with a portion of Section 20, all in Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Government Lot 5; thence North $89^{\circ}22'33''$ West, along the South line of said Government Lot 5 and the North line of said Section 20, a distance of 127.31 feet; thence South $23^{\circ}29'42''$ West, 1,493.09 feet; thence North $38^{\circ}14'40''$ West, a distance of 101.98 feet for a POINT OF BEGINNING; thence continue North $38^{\circ}14'40''$ West, a distance of 45.58 feet to a point situate in the Westerly line of that certain 120 foot Easement for Ingress and Egress, described in deed recorded in Official Records Book 955, Page 1147 (Exhibit "C") of the Public Records of said County; thence North $23^{\circ}06'27''$ East, along said last mentioned line, a distance of 1,530.66 feet to a point situate in the Southerly line of those certain lands described in deed recorded in Official Records Book 1096, Page 310 (Parcel 1) of said Public Records; thence South $78^{\circ}39'46''$ East, along said last mentioned line, and along the Northerly terminus of said 120 foot Easement for Ingress and Egress, a distance of 66.57 feet; thence Southerly around and along the arc of a curve concave Westerly and having a radius of 918.20 feet, a distance of 121.91 feet, said arc being subtended by a chord bearing and distance of South $28^{\circ}35'58''$ West, 121.82 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 1,026.00 feet; thence Southerly around and along the arc of said curve, a distance of 186.88 feet, said arc being subtended by a chord bearing and distance of South $27^{\circ}45'19''$ West, 166.70 feet to the point of tangency of said curve; thence South $23^{\circ}06'27''$ West, a distance of 1,278.69 feet to the POINT OF BEGINNING.

EXHIBIT B**RESERVED EASEMENT**

Grantor does hereby reserve to itself a perpetual and non-exclusive easement, over, upon and across Parcel 4 of the property described on Exhibit A for purposes of providing ingress and egress from State/County Road 210 and the lands of Grantor lying southerly of the properties otherwise herein conveyed, such Parcel 4 being sometimes commonly referred to as a portion of Leo Maguire Road. Grantor shall have no obligation of any kind or character with respect to the maintenance and upkeep of the reserved easement, including the property over which the easement exists.

Grantor, for no additional consideration, does hereby agree to join in the conveyance, joinder, dedication, or other appropriate instrument if and when Grantee causes the same to be dedicated and/or conveyed to any public body, including St. Johns County, Florida, which will accept the same as a part of a public road, and provided further that as a result thereof, Grantor shall continue to have access to its lands to the South from County/State Road 210.

LAND AMERICA

4
9 → This instrument was prepared by and return to:
Leonardo J. Maiman, Esquire
Brant, Moore, Macdonald & Wells, P.A.
50 North Laura Street, Suite 3100
Jacksonville, Florida 32202
(1065-001)

Public Records of
St. Johns County, FL
Clerk# 00-016410
O.R. 1489 PG 1520
02:45PM 04/19/2000
REC \$29.00 SUR \$4.00
Doc Stamps \$16.10

RIGHT OF WAY DEED

THIS RIGHT OF WAY DEED, made as of this 4th day of April, 2000, between **JAMES D. JOHNSON and TERRY W. JOHNSON, his wife**, (Social Security Nos. 262-38-4128 and 266-78-9124, respectively), whose post office address is c/o 1855 County Road 210, Jacksonville, Florida 32259, as to an undivided one-third (1/3) interest, **ROBERT J. WILSON and JUANITA V. WILSON, his wife**, (collectively "Robert") (Social Security Nos. 261-48-8861, 261-78-5030, respectively), whose post office address is c/o 1855 County Road 210, Jacksonville, Florida 32259, as to an undivided one-third (1/3) interest, and **MARVIN J. WILSON and JANICE R. WILSON, his wife**, (collectively "Marvin"), (Social Security Nos. 267-56-7230 and 406-54-7081, respectively), whose post office address is c/o 1855 County Road 210, Jacksonville, Florida 32259, as to an undivided one-third (1/3) interest, (Terry, Robert and Marvin are hereinafter collectively referred to as "Grantor"), in favor of **A & S LAND DEVELOPMENT COMPANY, a Florida corporation**, (Taxpayer Identification No. 59-3286625), whose post office address is 7865 Southside Boulevard, Jacksonville, Florida 32256 ("Grantee").

W I T N E S S E T H:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, alien, remise, release, quit claim, convey and confirm unto the Grantee, Grantor's interest to the extent described above in and to that certain land situate in St. Johns County, Florida all as more particularly described on **Exhibit A** attached hereto and made a part hereof ("Property") for use as a public road right of way; provided, however, until such time as the Property is conveyed to St. Johns County or other governmental agencies for public road right of way purposes, Grantor hereby reserves an easement over and across the Property for ingress and egress to and from Grantor's lands lying adjacent to the Property and the land described on Exhibit B and public rights of way over currently existing driveways.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and subject to: real estate taxes for the year 2000 and subsequent years; zoning ordinances and regulatory laws and ordinances affecting the Property.

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

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: _____

LEONARDO J. MAIMAN

Print Name: _____

CAROL L. SCHAU

GRANTOR:

JAMES D. JOHNSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JAMES D. JOHNSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FANN INSURANCE, INC.

Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

Print Name: _____

LEONARDO J. MAIMAN

Print Name: _____

CAROL L. SCHAU

GRANTOR:

TERRY W. JOHNSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by TERRY W. JOHNSON, who is personally known to me and who did not take an oath.



Leonardo J. Maimon
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FARN INSURANCE, INC.

Leonardo J. Maimon
Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

GRANTOR:

Leonardo J. Maimon
Print Name: LEONARDO J. MAIMAN

Carol L. Schau
Print Name: CAROL L. SCHAU

Robert J. Wilson
ROBERT J. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by ROBERT J. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maimon
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FARN INSURANCE, INC.

Leonardo J. Maimon
Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

GRANTOR:

Leonardo J. Maiman
 Print Name: LEONARDO J. MAIMAN

Carol L. Schau
 Print Name: CAROL L. SCHAU

Juanita V. Wilson
 JUANITA V. WILSON

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JUANITA V. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
 MY COMMISSION # CC922284 EXPIRES
 July 16, 2004
 BONDED THRU TROY FAIR INSURANCE, INC.

Leonardo J. Maiman
 Notary Public
 Name: _____
 My Commission Expires: _____
 My Commission Number is: _____

WITNESSES:

GRANTOR:

Leonardo J. Maiman
 Print Name: LEONARDO J. MAIMAN

Carol L. Schau
 Print Name: CAROL L. SCHAU

Marvin J. Wilson
 MARVIN J. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by MARVIN J. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Leonardo J. Maiman
Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

Leonardo J. Maiman
Print Name: LEONARDO J. MAIMAN

Carol R. Schenau
Print Name: CAROL R. SCHENAU

GRANTOR:

Janice R. Wilson
JANICE R. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JANICE R. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

LEONARDO J. MAIMAN

Leonardo J. Maiman
Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT A

PARCEL 3-A:

A portion of Government Lot 4, Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Government Lot 4; thence North $02^{\circ}11'30''$ East, along the Westerly line of said Government Lot 4, the same being the Easterly line of Government Lot 5, said Section 17, a distance of 458.90 feet; thence continue North $02^{\circ}11'30''$ East, along said Westerly line of Government Lot 4, a distance of 89.98 feet to a point situate in the Easterly right of way line of Leo McGuire Road (a 60 foot right of way), said right of way line being a curve concave Westerly and having a radius of 3,252.25 feet; thence Northerly around and along the arc of said curve and along said Easterly right of way line of Leo McGuire Road, a distance of 54.86 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}46'47''$ East, 54.86 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 9,110.01 feet; thence Northerly around and along the arc of said curve and continuing along said Easterly right of way line, a distance of 268.01 feet, said arc being subtended by a chord bearing and distance of North $14^{\circ}08'14''$ East, 268.00 feet to the point of tangency of said curve; thence North $14^{\circ}58'42''$ East, and continuing along said Easterly right of way line, a distance of 317.54 feet for a POINT OF BEGINNING; thence continue North $14^{\circ}58'42''$ East, along said Easterly right of way line, a distance of 61.69 feet to its intersection with the proposed Southeasterly right of way line of County Road No. 210; thence North $57^{\circ}49'33''$ East, along said Southeasterly right of way line, a distance of 29.41 feet; thence South $14^{\circ}58'42''$ West, 20 feet Easterly of, when measured at right angles to, said Easterly right of way line of Leo McGuire Road, a distance of 83.25 feet; thence North $75^{\circ}01'18''$ West, a distance of 20.00 feet to the POINT OF BEGINNING.

EXHIBIT A

PARCEL 3-B.

A portion of Government Lot 4, Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Government Lot 4; thence North $02^{\circ}11'30''$ East, along the Westerly line of said Government Lot 4, the same being the Easterly line of Government Lot 5, said Section 17, a distance of 458.90 feet; thence continue North $02^{\circ}11'30''$ East, along said Westerly line of Government Lot 4, a distance of 59.98 feet to a point situate in the Easterly right of way line of Leo McGuire Road (a 60 foot right of way), said right of way line being a curve concave Westerly and having a radius of 3,252.25 feet; thence Northerly around and along the arc of said curve and along said Easterly right of way line of Leo McGuire Road, a distance of 54.86 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}46'47''$ East, 54.86 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 9,110.01 feet; thence Northerly around and along the arc of said curve and continuing along said Easterly right of way line, a distance of 268.01 feet, said arc being subtended by a chord bearing and distance of North $14^{\circ}08'14''$ East, 268.00 feet to the point of tangency of said curve; thence North $14^{\circ}58'42''$ East, and continuing along said Easterly right of way line, a distance of 127.54 feet for a POINT OF BEGINNING; thence continue North $14^{\circ}58'42''$ East along said Easterly right of way line, a distance of 190.00 feet; thence South $75^{\circ}01'18''$ East, a distance of 20.00 feet; thence South $14^{\circ}58'42''$ West, parallel to said Easterly right of way line of Leo McGuire Road, a distance of 190.00 feet; thence North $75^{\circ}01'18''$ West, a distance of 20.00 feet to the POINT OF BEGINNING.

AMERICA

Prepared By and Return To:

→ Leonardo J. Maiman, Esquire
Brant, Moore, Macdonald & Wells, P.A.
3100 Nationsbank Center
50 North Laura Street
Jacksonville, FL 32202

Public Records of
St. Johns County, FL
Clerk# 00-016413
O.R. 1489 PG 1531
02:45PM 04/19/2000
REC \$29.00 SUR \$4.00
Doc Stamps \$30.80

RIGHT OF WAY DEED

THIS RIGHT OF WAY DEED, made as of this 4th day of April, 2000, by **ROBERT J. WILSON and JUANITA V. WILSON, his wife**, (collectively "Robert") as to an undivided Two and 33.187/100 percent (2.33187%) interest*, **JAMES D. JOHNSON and TERRY W. JOHNSON, his wife**, (collectively "Terry") as to an undivided One and 24.735/100 percent (1.24735%) interest*, **MARVIN J. WILSON and JANICE R. WILSON, his wife**, (collectively "Marvin") as to an undivided Two and 33.187/100 percent (2.33187%) interest*, and **EVA L. WILSON, as Trustee of the Earl J. Wilson Declaration of Living Trust dated the 22nd day of June, 1988 and trusts created thereunder**, as to an undivided Fifty percent (50%) interest, and as Trustee of the **Eva L. Wilson Declaration of Living Trust dated the 22nd day of June, 1988**, as to an undivided Forty-four and 08/891 percent (44.08891%) interest, (collectively, "Trustee") (Robert, Terry, Marvin and Trustee are hereinafter collectively referred to as "Grantor"), in favor of **A & S LAND DEVELOPMENT COMPANY, a Florida corporation** (Taxpayer Identification no. 59-328625) whose post office address is 7865 Southside Boulevard, Jacksonville, Florida 32256 ("Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, alien, remise, release, quit claim, convey and confirm unto the Grantee, Grantor's interest to the extent described above in and to that certain land situate in St. Johns County, Florida all as more particularly described on **Exhibit A** attached hereto and made a part hereof ("Property") for use as a public road right of way; provided, however, until such time as the Property is conveyed to St. Johns County or other governmental agencies for public road right of way purposes, Grantor hereby reserves an easement over and across the Property for ingress and egress to and from Grantor's lands lying adjacent to the Property and the land described on Exhibit B and public rights of way over currently existing driveways.

THE REAL ESTATE PARCEL NUMBER for the Property is 026340-0060.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining subject to: real estate taxes for the year 2000 and subsequent years; zoning ordinances and regulatory laws and ordinances affecting the


Property. Grantor, being the Declarant in that certain Declaration of Restrictive Covenants Restricting Transfers recorded in Official Records Book 1263, at Page 178, of the Public Records of St. Johns County, Florida ("Declaration"), does hereby specifically release the Property from any and all restrictions imposed upon the Property by virtue of the Declaration.


AND Grantor does hereby covenant unto Grantee that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:


Print Name: LEONARDO J. MAIMAN


Print Name: CAROL L. SCHAU

GRANTOR:


ROBERT J. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by ROBERT J. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED BY TROY FAIR INSURANCE, INC.


Notary Public
Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

[Signature]
 Print Name: LEONARDO J. MAIMAN

Carol L. Schau
 Print Name: CAROL L. SCHAU

GRANTOR:

Juanita V. Wilson
 JUANITA V. WILSON

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JUANITA V. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
 MY COMMISSION # CC922284 EXPIRES
 July 16, 2004
 BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
 Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

[Signature]
 Print Name: LEONARDO J. MAIMAN

Carol L. Schau
 Print Name: CAROL L. SCHAU

GRANTOR:

James D. Johnson
 JAMES D. JOHNSON

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JAMES, D. JOHNSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
 MY COMMISSION # CC922284 EXPIRES
 July 16, 2004
 BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
 Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

GRANTOR:

Leonardo J. Maiman
Print Name: LEONARDO J. MAIMAN

Carol L. Schau
Print Name: CAROL L. SCHAU

Terry W. Johnson
TERRY W. JOHNSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of April, 2000, by TERRY W. JOHNSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Leonardo J. Maiman
Notary Public
Name: _____
My Commission Expires: _____
My Commission Number is: _____

WITNESSES:

GRANTOR:

Leonardo J. Maiman
Print Name: LEONARDO J. MAIMAN

Carol L. Schau
Print Name: CAROL L. SCHAU

Marvin J. Wilson
MARVIN J. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by MARVIN J. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

Print Name: _____

LEONARDO J. MAIMAN

Print Name: _____

CAROL E. SCHAB

GRANTOR:

JANICE R. WILSON

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by JANICE R. WILSON, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

Print Name:

LEONARDO J. MAIMAN

Print Name:

CAROL L. SCHAU

GRANTOR:

Eva L. Wilson
EVA L. WILSON, as Trustee of the
Earl J. Wilson Declaration of Living
Trust dated the 22nd day of June,
1988, and trusts created thereunder,
and as Trustee of the Eva L. Wilson
Declaration of Living Trust dated the
22nd day of June, 1988

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of April, 2000, by EVA L. WILSON, as Trustee of the Earl J. Wilson Declaration of Living Trust dated the 22nd day of June, 1988, and trusts created thereunder, and as Trustee of the Eva L. Wilson Declaration of Living Trust dated the 22nd day of June, 1988, who is personally known to me and who did not take an oath.



Leonardo J. Maiman
MY COMMISSION # CC922284 EXPIRES
July 16, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public

Name:

My Commission Expires:

My Commission Number is:

***NOTE:** The undivided 2.33187% interests of Robert J. Wilson and Juanita V. Wilson, his wife, and of Marvin J. Wilson and Janice R. Wilson, his wife, represent a combined value of an undivided 1/3 interest in an undivided 3.47826% and an undivided 1/2 interest in an undivided 2.34490% interest in the whole Property. The undivided 1.24735% interest of James D. Johnson and Terry W. Johnson, his wife, represents a combined value of an undivided 1/3 interest in an undivided 3.47826% and an undivided 0.8793% interest in the whole Property.

EXHIBIT A**PARCEL 3-C:**

A portion of Government Lot 4, Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of said Government Lot 4; thence North 02°11'30" East, along the Westerly line of said Government Lot 4, the same being the Easterly line of Government Lot 5, said Section 17, a distance of 368.92 feet for a POINT OF BEGINNING; thence continue North 02°11'30" East, along said Westerly line of Government Lot 4, a distance of 89.98 feet to a point situate in the Easterly right of way line of Leo McGuire Road (a 60 foot right of way), said right of way line being a curve concave Westerly and having a radius of 3,252.25 feet; thence Northerly around and along the arc of said curve and along said Easterly right of way line of Leo McGuire Road, a distance of 54.86 feet, said arc being subtended by a chord bearing and distance of North 13°46'47" East, 54.86 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 9,110.01 feet; thence Northerly around and along the arc of said curve and continuing along said Easterly right of way line, a distance of 268.01 feet, said arc being subtended by a chord bearing and distance of North 14°08'14" East, 268.00 feet to the point of tangency of said curve; thence North 14°58'42" East, and continuing along said Easterly right of way line, a distance of 127.54 feet; thence South 75°01'18" East, a distance of 20.00 feet; thence South 14°58'42" West, 20 feet Easterly of, when measured at right angles to, said Easterly right of way line of Leo McGuire Road, a distance of 127.54 feet to the point of curvature of a curve concave Easterly and having a radius of 9,110.01 feet; thence Southerly around and along the arc of said curve, concentric to when measured 20 feet Easterly of to said curved Easterly right of way line of Leo McGuire Road, a distance of 267.42 feet, said arc being subtended by a chord bearing and distance of South 14°08'14" West, 267.41 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 3,272.25 feet, thence Southerly around and along the arc of said curve, concentric to, when measured 20 feet from said curved Easterly right of way line of Leo McGuire Road, a distance of 143.20 feet, said arc being subtended by a chord bearing and distance of South 14°33'00" West, 143.18 feet to the POINT OF BEGINNING.

Record and Return to:
G:C Developers, Inc
9471 Baymeadows Rd. #402
Jacksonville, FL 32256

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

Public Records of
St. Johns County, FL
Clerk# 00-045011
O.R. 1535 PG 1368
03:23PM 10/16/2000
REC \$57.00 SUR \$7.50
Doc Stamps \$0.70

Tax ID No. C26440-0000 & 026480-0000

1441

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 5 day of October, 2000 by G & C Developers, Inc. having an address at 9471 Baymeadows Road, Suite 402, Jacksonville, Florida 32256 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as _____ (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-109-84999-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following

rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent,

abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

0R1535P61372

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year

first above written.

Signed, sealed and delivered
in our presence as witnesses:

Signature: Suzanne Wakefield
Printed Name: Suzanne Wakefield

Signature: Robert W. King
Printed Name: Robert W. King

STATE OF FLORIDA
COUNTY OF Duval

GRANTOR:

Signature: Charles Atkinson
Printed Name: Charles Atkinson
Title: VICE PRESIDENT

The foregoing instrument was acknowledged before me this 9th day of October, 2000, by
Charles Atkinson who did not take an oath.

LYNN S. BIDDLEMAN
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires June 2, 2001
Commission No. CC651927

Signature: Lynn S. Bidleman
Notary Public, State of Florida at Large.
My Commission Expires:

Serial No. _____

Personally known ✓ OR produced identification _____. Identification produced _____

0R1535PG1373

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SunTrust Bank, a Georgia corporation (mortgagee), the mortgagee under that certain Mortgage and Security Agreement (title of mortgage document) dated March 24, 2000 and recorded at Official Records Book 1484, page 1016, of St. Johns County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 5th day of October, 2000.

Witnesses:

Mortgagee, SunTrust Bank, a Georgia corporation

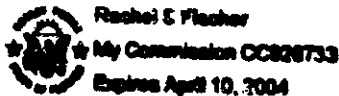
BY: Rachel Fisher
Name: Rachel Fisher

Name: [Signature]
Title: VICE PRESIDENT

BY: Dominique Gargano
Name: Dominique Gargano

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5th day of October, 2000, by Lynn Vermilyea, who did not take an oath.



[Signature]
Notary Public, State of Florida at Large.
My Commission Expires:

Serial No. _____

Personally known X OR produced identification _____ Identification produced _____

OR1535P61374

Government Lot 5, Section 17

Section 17

Section 20



ACGUIRE ROAD

Public Road Right of Way.

Plat 224, Page 698, Exhibit "C".

Plat 225, Page 1147, Exhibit "C".

129'42"W
523'29'42"W
1311.52'
1136.82'

LINE
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10

MAP SHOWING

OR1535PG1375

Government Lot 4, Section

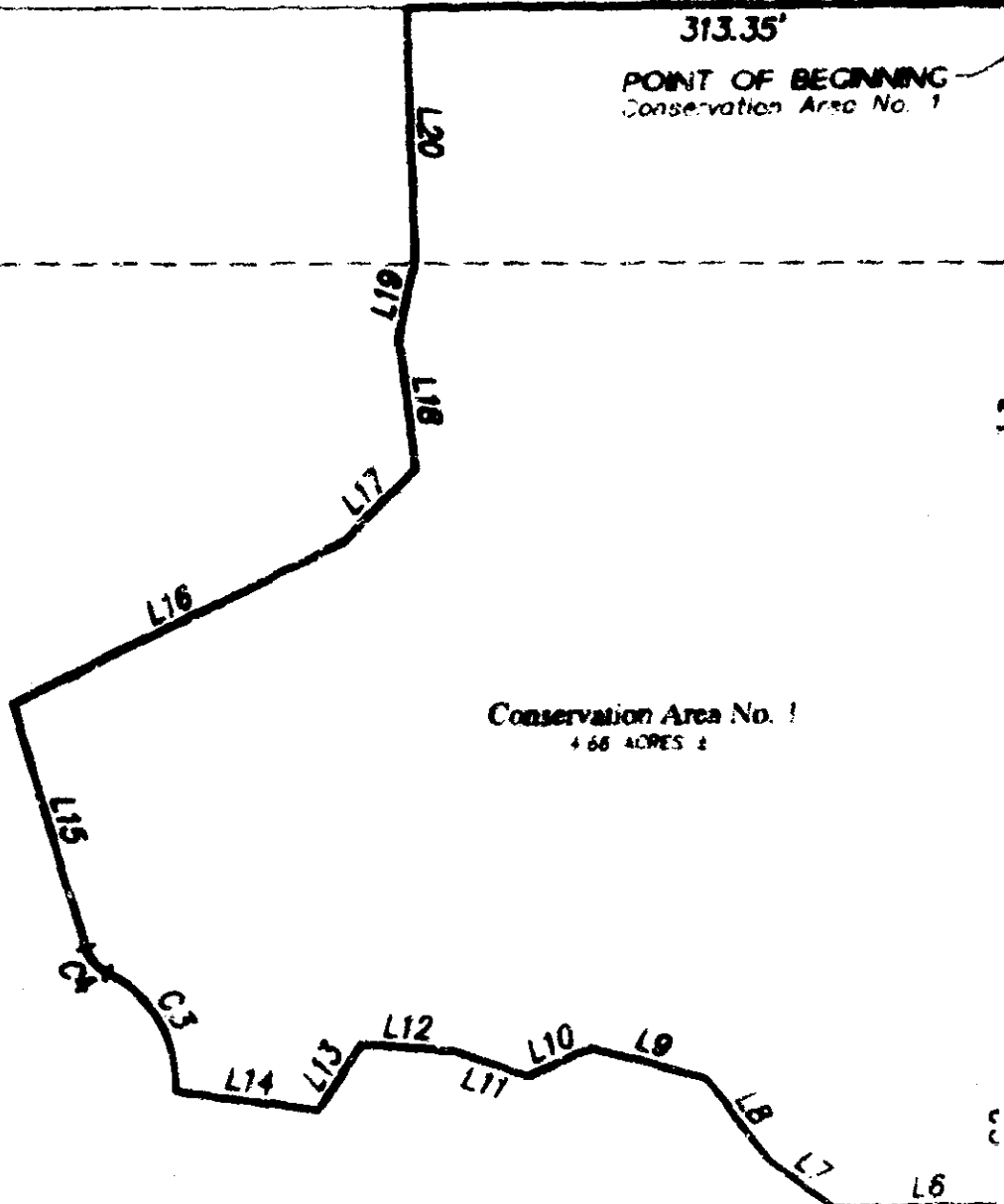
N89°22'33"W

S89°22'33"E

313.35'

POINT OF BEGINNING
Conservation Area No. 1

Conservation Area No. 1
4.66 ACRES ±



TABLE

NGTH	BEARING
128.53'	S09°15'07"W
52.22'	S04°38'36"E
48.82'	S07°1'43"W
88.22'	S57°54'52"E
142.93'	S10°06'17"W
88.78'	S88°48'14"W
38.83'	N52°56'53"W
48.33'	N35°51'25"W
55.64'	N74°16'02"W
36.16'	S66°15'07"W

SKETCH OF

OR1535PG1376

7

Section 40
Section 17

1,357.68'

N89°22'33"W

307.25'

125' POWER LINE EASEMENT
(PER O.R.B. 557, PG. 494)

N01°21'01"W

332.40'

F.J. FATIO GRANT, S.
TWP. 5 SO. , RNG. 2

OR1535P61377

CONSERVATION AREA NO. 1

A portion of Government Lot 1, Section 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the F. J. Fatio Grant, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, thence North 01°21'01" West, along the Westerly line of said Section 40 and along the Easterly line of said Section 20, a distance of 832.49 feet to the Northeast corner of said Section 20, said point also being the Southeast corner of Government Lot 4, Section 17, Township 5 South, Range 28 East, thence North 89°22'33" West, along the Northerly line of said Section 20, a distance of 507.25 feet to the POINT OF BEGINNING, thence South 09°35'07" West, 125.53 feet, thence South 04°38'36" East, 52.22 feet, thence South 07°51'43" West, 49.82 feet, thence South 57°54'52" East, 69.22 feet to a point lying on a curve concave Easterly, having a radius of 295.00 feet, thence Southerly along the arc of said curve, through a central angle of 17°44'42", an arc distance of 106.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 20°28'37" West, 106.23 feet, thence South 10°06'17" West, 142.93 feet to the point of curvature of a curve concave Easterly, having a radius of 295.00 feet, thence Southerly along the arc of said curve, through a central angle of 14°19'36", an arc distance of 73.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 02°56'28" West, 73.57 feet, thence South 88°48'14" West, 86.76 feet, thence North 52°56'53" West, 38.83 feet, thence North 35°51'25" West, 48.33 feet, thence North 74°16'02" West, 55.64 feet, thence South 66°15'07" West, 34.16 feet, thence North 70°09'41" West, 36.54 feet, thence North 85°41'55" West, 41.34 feet, thence South 32°51'51" West, 38.13 feet, thence North 82°22'01" West, 69.28 feet to a point lying on a curve concave Southwesterly, having a radius of 55.00 feet, thence Northwesterly along the arc of said curve, through a central angle of 71°45'52", an arc distance of 68.89 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 28°14'57" West, 64.47 feet, thence continue Northwesterly along the arc of a curve concave Northwesterly, having a radius of 20.00 feet, through a central angle of 48°11'23", an arc distance of 16.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 40°02'12" West, 16.33 feet, thence North 15°56'30" West, 122.48 feet, thence North 64°07'04" East, 177.05 feet, thence North 44°54'21" East, 49.20 feet, thence North 06°05'35" West, 64.30 feet, thence North 12°11'44" East, 38.94 feet, thence North 01°09'10" West, 122.65 feet to the aforementioned Northerly line of Section 20, thence South 89°22'33" East, along last said line, 313.35 feet to the POINT OF BEGINNING.

Containing 4.66 acres, more or less

CONSERVATION AREA NO. 2

A portion of Section 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of F. J. Fatio Grant, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, thence North 01°21'01" West, along the Westerly line of said Section 40 and along the Easterly line of said Section 20, a distance of 832.49 feet to the Northeast corner of said Section 20, said point also being the Southeast corner of Government Lot 4, Section 17, of said Township and Range, thence North 89°22'33" West, along the Northerly line of said Section 20, a distance of 357.68 feet to a point lying on the Easterly right of way line Lee McQuire Road (a 60 foot right of way as presently established), thence South 2°29'42" West, along last said line, 1,136.82 feet to the POINT OF BEGINNING, thence South 79°15'05" East, 34.15 feet, thence North 61°10'00" East, 42.25 feet, thence North 47°03'07" East, 11.45 feet, thence South 57°38'39" East, 224.50 feet, thence South 21°08'59" West, 88.63 feet, thence North 85°58'23" West, 42.51 feet, thence South 54°11'15" West, 14.21 feet, thence South 12°58'38" West, 51.14 feet, thence South 50°57'34" West, 29.93 feet to a point lying on a curve concave Southwesterly, having a radius of 110.00 feet, thence Northwesterly along the arc of said curve, through a central angle of 60°41'33", an arc distance of 137.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°09'32" West, 131.36 feet, thence North 66°30'18" West, 71.10 feet to the point of curvature of a curve concave Northerly, having a radius of 35.00 feet, thence Westerly along the arc of said curve, through a central angle of 17°06'22", an arc distance of 10.39 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 48°00'07" West, 10.15 feet, thence North 44°09'56" West, 12.50 feet to the point of curvature of a curve concave Southerly, having a radius of 65.00 feet, thence Westerly along the arc of said curve, through a central angle of 16°57'58", an arc distance of 14.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 75°48'51" West, 14.18 feet, thence North 66°12'54" West, 11.51 feet to the aforementioned Easterly right of way line of Lee McQuire Road, thence North 21°11'42" East, along last said line, 98.63 feet to the POINT OF BEGINNING.

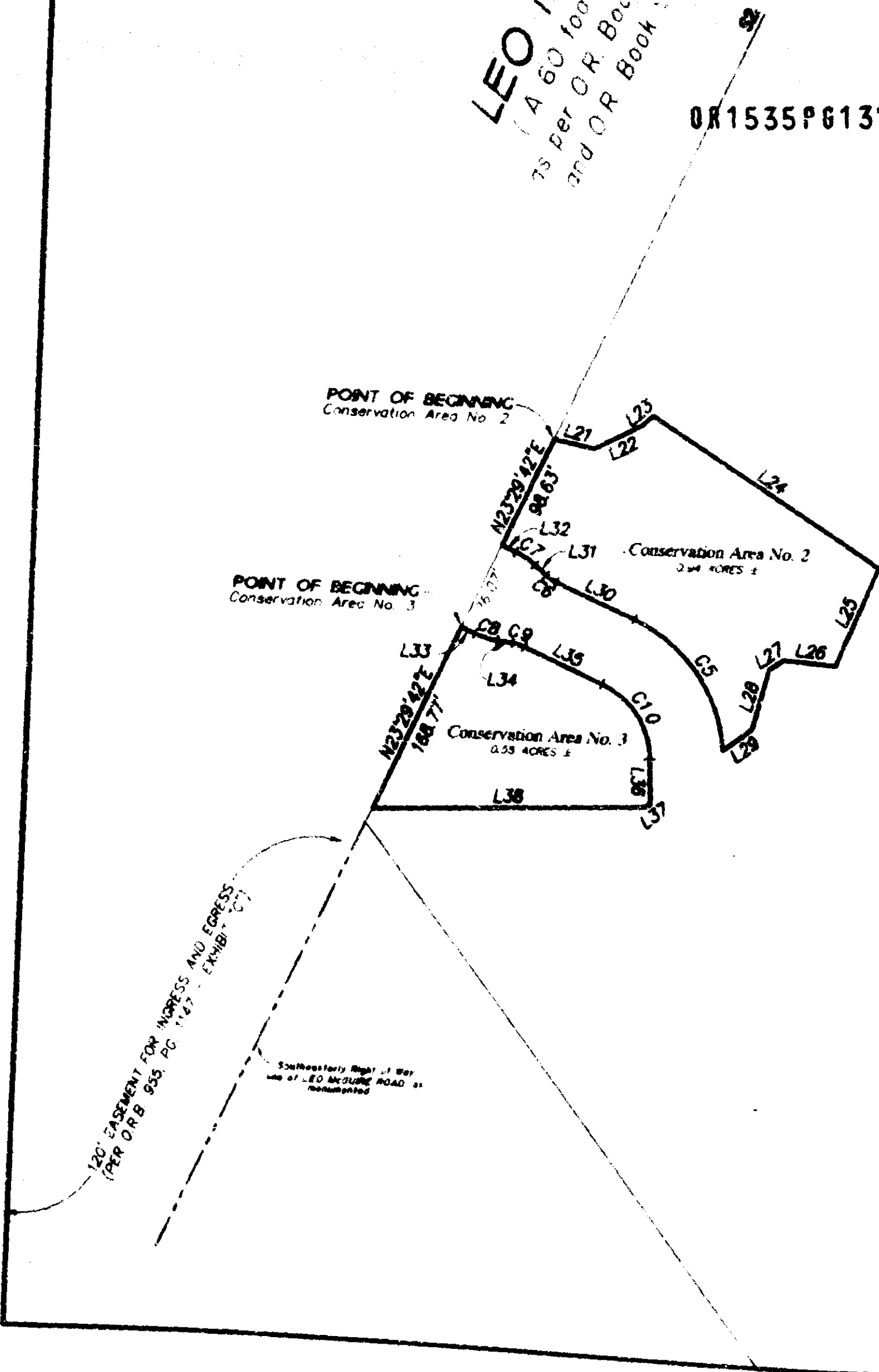
2N 40
EAST

PLANNING DIVISION WING-CONSERV DWG Tue Oct 03 10 35 38 2000

LEO 1
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75 PER O.R. BOOK
and O.R. BOOK

OR1535PG1378

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N82°22'01"W
 N15°36'30"W
 N84°07'04"E
 N44°34'21"E
 N08°05'35"W
 N12°11'44"E
 N01°09'10"W
 S79°15'03"E
 N81°10'00"E
 N47°03'07"E
 S47°18'39"E
 S21°08'59"W
 N85°36'23"W
 S54°11'15"W
 S12°36'38"W
 S50°37'34"W
 N66°30'18"W
 N49°29'56"W
 N66°27'54"W
 S66°32'42"E
 S83°30'40"E
 S66°30'18"E
 S02°32'01"E
 S51°03'32"W
 S87°02'58"W

OR1535PG1379

Government

TABULATED CURVE DATA				
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE
C1	295.00'	106.81'	54.00'	106.23'
C2	295.00'	73.76'	37.08'	73.57'
C3	55.00'	68.89'	39.79'	64.47'
C4	20.00'	16.82'	8.94'	16.33'
C5	30.00'	137.71'	76.11'	131.36'
C6	35.00'	10.39'	5.23'	10.35'
C7	65.00'	19.25'	9.69'	19.18'
C8	65.00'	19.25'	9.69'	19.18'
C9	35.00'	10.39'	5.23'	10.35'
C10	70.00'	77.75'	43.43'	73.81'

Government

OR1535P61380

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
F. J. CARR GRANT, SECTION 40

Section 20
Section

1, Section 20

DELTA
20'44'42"
14'19'36"
71'45'52"
48'71'23"
60'41'33"
17'00'22"
16'57'58"
16'57'58"
17'00'22"
63'38'17"

2, Section 20

CONSERVATION AREA NO. 3

A portion of Section 20, Township 5 South, Range 28 East, St. Johns County, Florida being more particularly described as follows: COMMENCE at the Southwest corner of F. J. Fatio Grant, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, thence North 01°21'01" West, along the Westerly line of said Section 40 and along the Easterly line of said Section 20, a distance of 832.49 feet to the Northeast corner of said Section 20, said point also being the Southeast corner of Government Lot 4, Section 17, of said Township and Range, thence North 89°22'33" West, along the Northerly line of said Section 20, a distance of 1,357.68 feet to a point lying on the Easterly right of way line Leo McGuire Road (a 60 foot right of way as presently established), thence South 23°29'42" West, along last said line, 1,311.52 feet to the POINT OF BEGINNING, thence South 66°32'42" East, 12.55 feet to the point of curvature of a curve concave Northerly, having a radius of 65.00 feet, thence Easterly along the arc of said curve, through a central angle of 16°57'58", an arc distance of 19.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 7°01'41" East, 14.18 feet, thence South 83°30'40" East, 12.50 feet to the point of curvature of a curve concave Southerly, having a radius of 35.00 feet, thence Easterly along the arc of said curve, through a central angle of 17°00'22", an arc distance of 10.39 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 75°00'29" East, 10.35 feet, thence South 61°30'18" East, 21.10 feet to the point of curvature of a curve concave Southwesterly, having a radius of 75.00 feet, thence Southeasterly along the arc of said curve, through a central angle of 61°18'17", an arc distance of 77.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 34°41'10" East, 73.81 feet, thence South 02°52'01" East, 36.86 feet, thence South 51°03'32" West, 5.25 feet, thence South 87°02'58" West, 225.01 feet to the aforementioned Easterly right of way line of Leo McGuire Road, thence North 23°29'42" East, along last said line, 168.77 feet to the POINT OF BEGINNING.

Containing 0.55 acres, more or less

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

NOTES

1. Bearings are based on the
2. This is a SKETCH of legal descriptions by this firm.
3. Elevations shown (if any) refer to U.S. Coastal and Geodetic Survey datum, National Geodetic Vertical Datum of 1929 (N.G.V.D. of 1929).
4. By Graphic plotting only, the property shown herein has either Zone as shown on the Federal Emergency Management Agency (FEMA) National Flood Insurance Program, Flood Insurance Rate Map (FIRM) Community-Panel Number Map Revised date.
5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.

LEGEND

☐ REMOTE CONCRETE MONUMENT
☐ REMOTE IRON MONUMENT
☐ REMOTE 1/2" IRON PIPE SET WITH CAP, 6" BORE & 12" DEPTH
☐ REMOTE IRON PIPE SET 18" BORE
☐ REMOTE IRON PIPE SET 24" BORE

DATE: AUGUST 29, 2000
SCALE: 1" = 100'
JOB NO: 2000-1814
F.B.: N/A
PAGE: N/A
Comp. File: WING-CONSERV
Drawn by: SM

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY:

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Central Point	R.S.	Licensed Surveyor
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.C.	Point of Beginning	J.E.A.	Joint Electric Authority
P.C.B.	Point of Curvature	E.O.P.	Equipment
P.C.	Point of Curvature	A.C.	At Conditions
P.T.	Point of Tangency	C.T.	Cable Television
P.R.C.	Point of Reverse Curvature	O.L.	Overhead Lines
P.I.	Point of Intersection	F.M.	Flood Insurance
R.O.W.	Right of Way	R.A.	Radius
C.R.V.	Official Records Volume	S.C.	Short Chain
D.B.	Deed Book	C.B. & D.	Chain Bearing & Distance equals
P.	Page	D.C.A.	Deflection Central Angle equals
B.P.	Building Protection Line	N.P.	Not Pipe
E.	Easement	C.	Concrete

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
8701 BEACH BLVD., SUITE 800
JACKSONVILLE, FLORIDA 32218
Fax (904) 721-8758
Tele (904) 791-1236

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE REPRESENTATION OF AN ACRES AND PARTS, AND THAT THE SAME ARE NOT SUBJECT TO ANY OTHER CLAIM OR INTEREST.
RICHARD A. MILLER & ASSOCIATES, P.A.
Surveyors and Engineers
Member of the Florida Surveyors and Engineers Association

Richard A. Miller
RICHARD A. MILLER, STATE OF FLORIDA REGISTERED LAND SURVEYOR, CERTIFICATE NO. 3848

Record and Return to:
G&C Developers, Inc.
7865 Southside Blvd
Jax, FL 32256

Public Records of
St. Johns County, FL
Clerk# 00-048390
O.R. 1541 PG 830
02:19PM 11/07/2000
REC \$49.00 SUR \$6.50
Doc Stamps \$0.70

3902
Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

Tax ID No. 026440-0000 & 026480-0000

This document is 1 of 2 to replace Conservation Easement
as recorded in O.R. 1535 pgs 1368-1381.
CORRECTIVE CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of October, 2000 by G & C Developers, Inc. having an address at 9471 Baymeadows Road, Suite 402, Jacksonville, Florida 32256 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as _____ (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-109-64999-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following

rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent.

0R1541PG0833

abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

0R1541PG0834

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Signature: [Signature]

Printed Name: ROBERT W. PEVY

Signature: [Signature]

Printed Name: LYNN S. BIDLEMAN

STATE OF FLORIDA

COUNTY OF Duval

GRANTOR:

Signature: [Signature]

Printed Name: Charles Anderson

Title: Vice President

The foregoing instrument was acknowledged before me this 25th day of October, 2000, by Charles Anderson, who did not take an oath.

[Signature]

Notary Public, State of Florida at Large.

My Commission Expires: LYNN S. BIDLEMAN

NOTARY PUBLIC, STATE OF FLORIDA

Serial No. _____ My commission expires June 2, 2001

Commission No. CC651927

Personally known ✓

OR produced identification _____

Identification produced _____

OR1541PG0835

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SunTrust Bank, a Georgia corporation (mortgagee), the mortgagee under that certain Mortgage and Security Agreement (title of mortgage document) dated March 24, 2000 and recorded at Official Records Book 1484, page 1016, of St. Johns County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 25th day of October, 2000.

Witnesses:

Mortgagee, SunTrust Bank, a Georgia corporation

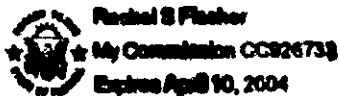
BY: Rachel S. Fisher
Name: Rachel S. Fisher

Name: [Signature]
Title: VICE PRESIDENT

BY: Mark Krel
Name: MARK KRELKA

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of October, 2000, by Lynette Milne, who did not take an oath.



[Signature]
Notary Public, State of Florida at Large.
My Commission Expires: _____
Serial No. _____

Personally known X OR produced identification _____ Identification produced _____

0R1541P60836

Government Lot 5, Section 17

Section 17

Section 20



CGUIRE ROAD

Right of Way.

Page 698, Exhibit "C"

Page 1147, Exhibit "C"

42°W
329'42"W
1311.52'
1136.82'

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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MAP SHOWING

0R1541P60837

Government Lot 4, Section

N89°22'33"W

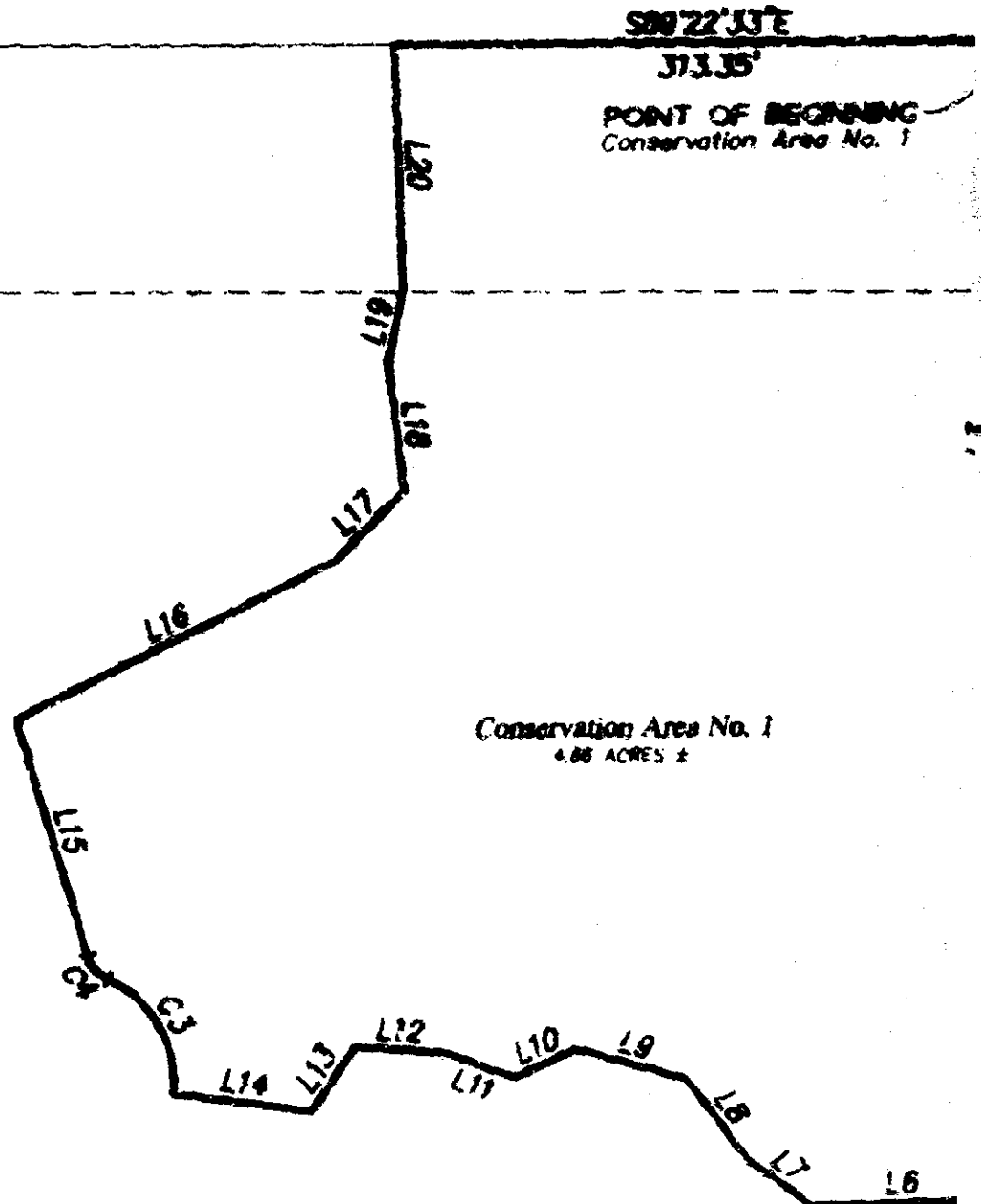
S20°22'33"E

373.35'

POINT OF BEGINNING
Conservation Area No. 1

Conservation Area No. 1
4.88 ACRES ±

TABLE	
GTN	BEARING
5.53'	S09°35'07"W
2.22'	S04°38'36"E
8.82'	S07°51'43"W
8.22'	S57°54'52"E
2.93'	S10°06'17"W
1.76'	S88°48'14"W
8.83'	N52°56'53"W
8.33'	N35°51'25"W
5.64'	N74°16'02"W



SKETCH OF

OR1541PG0838

7

Section 40
Section 17

1,357.68'

N89°22'33"W

907.25'

125' POWER LINE EASEMENT
(PER O.R.P. 557, PG. 494)

12



NO1°21'01"W
832.49'

0R1541P60839

CONSERVATION AREA NO. 1

A portion of Government Lot 1, Section 20, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows. COMMENCE at the Southwest corner of the F. J. Fatio Grant, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida; thence North 01°21'01" West, along the Westerly line of said Section 40 and along the Easterly line of said Section 20, a distance of 832.49 feet to the Northeastly corner of said Section 20, said point also being the Southeastly corner of Government Lot 4, Section 17, Township 5 South, Range 28 East; thence North 89°22'33" West, along the Northerly line of said Section 20, a distance of 507.25 feet to the POINT OF BEGINNING; thence South 09°35'07" West, 125.53 feet, thence South 04°38'36" East, 52.22 feet, thence South 07°51'43" West, 49.82 feet; thence South 57°54'52" East, 69.22 feet to a point lying on a curve concave Easterly, having a radius of 295.00 feet; thence Southerly along the arc of said curve, through a central angle of 20°44'42", an arc distance of 106.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 20°28'37" West, 106.23 feet; thence South 10°06'17" West, 142.93 feet to the point of curvature of a curve concave Easterly having a radius of 295.00 feet, thence Southerly along the arc of said curve, through a central angle of 14°19'36", an arc distance of 73.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 02°56'28" West, 73.57 feet, thence South 88°48'14" West, 88.76 feet; thence North 52°56'53" West, 38.83 feet; thence North 35°51'25" West, 48.33 feet; thence North 74°16'02" West, 55.64 feet, thence South 66°15'07" West, 34.16 feet; thence North 70°09'41" West, 36.54 feet; thence North 85°41'55" West, 43.94 feet; thence South 33°51'51" West, 38.13 feet; thence North 82°22'01" West, 69.08 feet to a point lying on a curve concave Southwesterly, having a radius of 55.00 feet, thence Northwesterly along the arc of said curve, through a central angle of 71°45'52", an arc distance of 68.89 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 28°14'57" West, 64.47 feet; thence continue Northwesterly along the arc of a curve concave Northeasterly, having a radius of 20.00 feet, through a central angle of 48°11'23", an arc distance of 16.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 40°02'12" West, 16.33 feet; thence North 15°56'30" West, 122.48 feet; thence North 64°07'04" East, 177.05 feet; thence North 44°54'21" East, 49.20 feet; thence North 06°05'35" West, 64.30 feet; thence North 12°11'44" East, 38.94 feet; thence North 01°09'10" West, 122.65 feet to the aforementioned Northerly line of Section 20, thence South 89°22'33" East, along last said line, 313.35 feet to the POINT OF BEGINNING

Containing 4.66 acres, more or less

LEO M
(A 60 1001
25 PER OR BOOK
AND OR BOOK 95

OR1541P60840

120' EASEMENT FOR INGRESS AND EGRESS
(PER O.R.B. 955, PG. 147 EXHIBIT 1)

Southeasterly Right of Way
line of LEO MCGUIRE ROAD, as
monumented

OR1541P60840

231

120. EASEMENT FOR INGRESS AND EGRESS.
(PER O.R.B. 955, PG. 147) EXHIBIT

Southwesterly Right of Way
line of LEO MCGUIRE ROAD as
monumented

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N70°00'41"W
 N85°41'35"W
 S33°51'51"W
 N82°22'01"W
 N15°56'30"W
 N64°07'04"E
 N44°34'21"E
 N08°05'35"W
 N12°11'44"E
 N01°09'10"W
 S79°15'03"E
 N81°10'00"E
 N47°03'07"E
 S57°38'30"E
 S21°08'58"W
 N85°36'23"W
 S54°11'15"W
 S12°56'38"W
 S50°57'34"W
 N86°30'18"W
 N49°29'58"W
 N68°27'54"W
 S86°32'42"E
 S83°30'40"E
 S86°30'18"E
 S02°52'01"E
 S51°03'32"W
 S87°02'59"W

0R1541P60841

Governme

TABULATED CURVE DATA				
CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE
C1	295.00'	106.91'	54.00'	106.23'
C2	295.00'	73.76'	37.08'	73.57'
C3	55.00'	68.89'	32.79'	64.47'
C4	20.00'	16.82'	8.94'	16.33'
C5	130.00'	137.71'	76.11'	131.36'
C6	35.00'	10.39'	5.23'	10.35'
C7	65.00'	19.25'	9.69'	19.18'
C8	65.00'	19.25'	9.69'	19.18'
C9	35.00'	10.39'	5.23'	10.35'
C10	70.00'	77.75'	43.43'	73.81'

Governmen

DR1541P60841A

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
F. J. FATIO GRANT, SECTION 40

Section 20
Section 20

, Section 20

DELTA
20°44'42"
1479'36"
71°45'52"
4871'23"
60°41'33"
17°00'22"
16°37'58"
16°37'58"
17°00'22"
53°39'17"

2, Section 20

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAIN
PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

1. Drawings are based on the
2. This is a SHEET of large descriptions by this Plan.
3. Drawings show that (1)20 refer to U.S. Census and Census Survey Data, National
4. Census Bureau, Bureau of ECON. (H&M.C. of 1980)
5. By drawing showing only the property shown herein the within zone
6. as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance
7. Program, Flood Insurance Rate Map (F.I.R.M.) Community-Plan Number
8. and District data:
9. Unless otherwise noted, any portion of the parcel that may be claimed as National
10. by State or Governmental Agencies, has not been determined and any liability resulting
11. therefrom is not the responsibility of the undersigned.

ATTORNEYS MAY BE USED IN THE SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
AC	Acoustic	AC	Acoustic
AD	Administrative	AD	Administrative
AE	Airborne	AE	Airborne
AF	Air Force	AF	Air Force
AG	Agency	AG	Agency
AH	Army	AH	Army
AI	Artificial Intelligence	AI	Artificial Intelligence
AL	Aluminum	AL	Aluminum
AM	Amateur	AM	Amateur
AN	Analysis	AN	Analysis
AO	Army Office	AO	Army Office
AP	Army Personnel	AP	Army Personnel
AR	Army Regulation	AR	Army Regulation
AS	Army Signal	AS	Army Signal
AT	Army Training	AT	Army Training
AV	Army Vehicle	AV	Army Vehicle
AW	Army Weapon	AW	Army Weapon
AX	Army X-ray	AX	Army X-ray
AY	Army Yacht	AY	Army Yacht
AZ	Army Zebra	AZ	Army Zebra
BA	Bureau of Aeronautics	BA	Bureau of Aeronautics
BB	Bureau of Biological Services	BB	Bureau of Biological Services
BC	Bureau of Census	BC	Bureau of Census
BD	Bureau of Defense	BD	Bureau of Defense
BE	Bureau of Education	BE	Bureau of Education
BF	Bureau of Finance	BF	Bureau of Finance
BG	Bureau of General Services	BG	Bureau of General Services
BH	Bureau of Health	BH	Bureau of Health
BI	Bureau of Information	BI	Bureau of Information
BJ	Bureau of Intelligence	BJ	Bureau of Intelligence
BK	Bureau of Justice	BK	Bureau of Justice
BL	Bureau of Labor	BL	Bureau of Labor
BM	Bureau of Management	BM	Bureau of Management
BN	Bureau of National Affairs	BN	Bureau of National Affairs
BO	Bureau of Oceanography	BO	Bureau of Oceanography
BP	Bureau of Planning	BP	Bureau of Planning
BQ	Bureau of Public Affairs	BQ	Bureau of Public Affairs
BR	Bureau of Research	BR	Bureau of Research
BS	Bureau of Science	BS	Bureau of Science
BT	Bureau of Statistics	BT	Bureau of Statistics
BU	Bureau of Training	BU	Bureau of Training
BV	Bureau of Transportation	BV	Bureau of Transportation
BW	Bureau of War	BW	Bureau of War
BX	Bureau of Weapons	BX	Bureau of Weapons
BY	Bureau of Yacht	BY	Bureau of Yacht
BZ	Bureau of Zebra	BZ	Bureau of Zebra
CA	California	CA	California
CB	California Bureau	CB	California Bureau
CC	California Commission	CC	California Commission
CD	California Council	CD	California Council
CE	California Department	CE	California Department
CF	California Division	CF	California Division
CG	California Division	CG	California Division
CH	California Division	CH	California Division
CI	California Division	CI	California Division
CJ	California Division	CJ	California Division
CK	California Division	CK	California Division
CL	California Division	CL	California Division
CM	California Division	CM	California Division
CN	California Division	CN	California Division
CO	California Division	CO	California Division
CP	California Division	CP	California Division
CQ	California Division	CQ	California Division
CR	California Division	CR	California Division
CS	California Division	CS	California Division
CT	California Division	CT	California Division
CU	California Division	CU	California Division
CV	California Division	CV	California Division
CW	California Division	CW	California Division
CX	California Division	CX	California Division
CY	California Division	CY	California Division
CZ	California Division	CZ	California Division
DA	Department of Agriculture	DA	Department of Agriculture
DB	Department of Biological Services	DB	Department of Biological Services
DC	Department of Census	DC	Department of Census
DD	Department of Defense	DD	Department of Defense
DE	Department of Education	DE	Department of Education
DF	Department of Finance	DF	Department of Finance
DG	Department of General Services	DG	Department of General Services
DH	Department of Health	DH	Department of Health
DI	Department of Information	DI	Department of Information
DJ	Department of Intelligence	DJ	Department of Intelligence
DK	Department of Justice	DK	Department of Justice
DL	Department of Labor	DL	Department of Labor
DM	Department of Management	DM	Department of Management
DN	Department of National Affairs	DN	Department of National Affairs
DO	Department of Oceanography	DO	Department of Oceanography
DP	Department of Planning	DP	Department of Planning
DQ	Department of Public Affairs	DQ	Department of Public Affairs
DR	Department of Research	DR	Department of Research
DS	Department of Science	DS	Department of Science
DT	Department of Statistics	DT	Department of Statistics
DU	Department of Training	DU	Department of Training
DV	Department of Transportation	DV	Department of Transportation
DW	Department of War	DW	Department of War
DX	Department of Weapons	DX	Department of Weapons
DY	Department of Yacht	DY	Department of Yacht
DZ	Department of Zebra	DZ	Department of Zebra
EA	Executive Agency	EA	Executive Agency
EB	Executive Bureau	EB	Executive Bureau
EC	Executive Commission	EC	Executive Commission
ED	Executive Council	ED	Executive Council
EE	Executive Department	EE	Executive Department
EF	Executive Division	EF	Executive Division
EG	Executive Division	EG	Executive Division
EH		EH	

[illegible]

DATE	AUGUST 28, 2000
SCALE	1"=100'
JOB No.	2000-1874-2
FB	N/A
page	N/A
Comp. Fbs	None - CONSENT
Drawn by	SM

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS
8701 BEACH BLVD., SUITE 400
JACKSONVILLE, FLORIDA 32216

Fax (904) 721-575
Tele (904) 721-121

THIS IS TO CERTIFY THAT THIS DEED IS A TRUE AND CORRECT COPY OF AN ORIGINAL
DEED, WHICH WAS FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE
JUDICIAL DISTRICT OF TEXAS, IN THE COUNTY OF DALLAS, TEXAS, ON THE 14TH DAY OF
JANUARY, 1968, AT 10:00 A.M., AND WAS RECORDED IN THE PUBLIC RECORDS OF THE
COUNTY OF DALLAS, TEXAS, IN BOOK 10, PAGE 10.

BY: Richard A. Miller
 RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED
 LAND SURVEYOR, CERTIFICATE NO. 38441

FILE NO. LG-775-F1

3
1
LAND AMERICA

Prepared by and Return to:
John A. Sapora, Esquire
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Public Records of
St. Johns County, FL
Clerk# 00-051523
O.R. 1546 PG 694
11:15AM 11/29/2000
REC \$29.00 SUR \$4.00
Doc Stamps \$0.70

**EASEMENT FOR INGRESS, EGRESS
AND RIGHT-OF-WAY
(Billboard Parcel)**

THIS EASEMENT AGREEMENT is entered into this 17th day of November, 2000, by and between G & C DEVELOPERS, INC., whose address is 7865 Southside Boulevard, Jacksonville, Florida 32256 (hereinafter referred to as "Grantor") and A & S LAND DEVELOPMENT COMPANY, a Florida corporation whose address is 9471 Baymeadows Road, Suite 403, Jacksonville, Florida 32256 (hereinafter referred to as "Grantee").

RECITALS

1. On the date hereof, Grantor conveyed to Grantee certain lands situated in St. Johns County, Florida, being more particularly described on Exhibit A attached hereto and by reference made a part hereof (the "dominant tenement", hereinafter referred to as the "Billboard Parcel").

2. Grantor is the owner of certain lands adjacent to the Billboard Parcel situated in St. Johns County, Florida, being more particularly described on Exhibit B, attached hereto and by reference made a part hereof (the "servient tenement" hereinafter referred to as the "Easement Premises").

3. Grantor and Grantee have agreed that Grantor, its successors and assigns, shall provide a perpetual easement for ingress, egress and right-of-way across the Easement Premises for access to the Billboard Parcel for the maintenance, construction and use of improvements thereon.

4. Grantor has agreed to grant to the Grantee the easement rights set forth herein and has entered into this Agreement to effectuate that purpose.

GRANT

WITNESSETH: That Grantor, for and in consideration of TEN and 00/100 Dollars (\$10.00) and other good and valuable consideration, does hereby grant to the Grantee, its successors and assigns, as an easement appurtenant to the Billboard Parcel, a non-exclusive easement for ingress, egress, and access purposes, over, upon, under and across the Easement Premises, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

THIS GRANT is made upon the following terms and subject to the following conditions:

1. USE.

(a) Grantor shall not have any obligation to construct or maintain any road improvements on the Easement Premises, but Grantee shall have the right to make improvements to the Easement Premises to provide pedestrian and vehicular access to and from the Billboard Parcel.

(b) Each party shall maintain and be responsible for its own improvements constructed within the Easement Premises. Grantor and Grantee each hereby indemnify and hold the other harmless for all liabilities, claims, costs and expenses against the indemnified party in connection with the use of and improvements made to the Easement Premises by the indemnifying party.

(c) Exclusive use of the Easement Premises is not hereby granted, and Grantor retains the right to use the Easement Premises for any lawful purpose consistent with its use by Grantee as a private way of passage for pedestrian and vehicles.

(d) Grantee may not install a gate or any other type of barrier upon any portion of the Easement Premises or at any point along its route without the prior written consent of Grantor.

(e) This grant does not create or convey any rights whatsoever to the general public to use the Easement Premises.

2. DURATION. All provisions of this instrument, including the benefits and burdens, shall run with the title to the Easement Premises and Billboard Parcel and are binding upon and shall insure to the benefit of the successors, assigns, tenants, and representatives of the parties hereto. Whenever the term "Grantor" or "Grantee" may be used in this instrument, the term shall include the successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

3. TITLE. Grantor makes no warranty whatsoever as to title in and to the Easement Premises, and grants only so much right, title or claim of interest in and to the Easement Premises as Grantor may in fact hold as the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the Easement Premises.

4. RELEASE. This easement and the rights created hereby may be canceled, terminated and released by the execution and recording by Grantee, its successors, or assigns, of a release in the form of a quitclaim of this easement, which may be delivered to Grantor, its successors or assigns, at its last known address as maintained in the records of the office of the Property Appraiser of St. Johns County, Florida whereupon this easement shall terminate. For convenience, such abandoning instrument may run to the "owner or owners and all parties interested" in the Easement Premises.

IN WITNESS WHEREOF, this easement grant has been executed by the duly authorized corporate officers of Grantor and accepted in writing by Grantee on the date first above written:

Signed, sealed and delivered
in the presence of:

G & C DEVELOPERS, INC.,
a Florida corporation

John Sapora
Print Name JOHN SAPORA

By: [Signature]
Name: CHARLES F. ATKINSON JR
Its: Vice-President

Tiffany B. Hale
Print Name: TIFFANY B. HALE

(CORPORATE SEAL)

0R1546P60697

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Charles F. Atkerson Jr., the Vice President of G & C Developers, Inc., a Florida corporation, for and on behalf of said corporation. He ☒ is personally known to the undersigned or ☐ has produced - as identification.



John Sapora
MY COMMISSION # CC665885 EXPIRES
July 22, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

John Sapora
(Signature of Notary Public)

JOHN SAPORA
(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida

My Commission expires:

Commission No.:

0R1546P60698

ACCEPTANCE

The foregoing Easement is accepted this 17th day of November, 2000.

Witnesses:

A & S LAND DEVELOPERS, INC.,
A Florida corporation

John Sapora
Print Name: JOHN SAPORA

By: [Signature]
Name: CHARLES F. ATKERSON, Jr.
Its: PRESIDENT

Tiffany B. Hale
Print Name: Tiffany B. Hale

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Charles F. Atkinson, Jr., the - President of A & S Land Development Company, a Florida corporation, for and on behalf of said corporation. He ☒ is personally known to the undersigned or ☐ has produced _____ as identification.



John Sapora
MY COMMISSION # CC665885 EXPIRES
July 22, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

John Sapora
(Signature of Notary Public)
JOHN SAPORA
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
My Commission expires:
Commission No.:

EXHIBIT A

Billboard Parcel

PARCEL "B":

A portion of Section 21, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the F. J. Folio, Grant, Section 40, said Township and Range, said point also being common to a corner of Section 20, said Township and Range; thence North 88° 34' 24" East, along the South line of said Section 40 and along the North line of said Sections 20 and 21, a distance of 821.63 feet for a POINT OF BEGINNING; THENCE CONTINUE North 88° 34' 24" East, along the North line of said Section 21, a distance of 40.02 feet to a point situate on the Westerly right of way line of State Road No. 9 and/or Interstate Highway I-95 (a 300 foot limited access right of way as shown on the State of Florida Department of Transportation Right of Way Map Section No. 78080-2403, said Right of Way Map also recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County); thence South 03° 08' 06" East, along said Westerly right of way line, a distance of 905.87 feet; thence North 61° 10' 48" West, a distance of 47.14 feet; thence North 03° 08' 06" West, 78.46 feet; thence North 66° 55' 39" West, 84.52 feet; thence North 23° 04' 21" East, 40.00 feet; thence South 66° 55' 39" East, 64.83 feet; thence North 03° 08' 06" West, 367.84 feet; thence North 66° 55' 39" West, 45.16 feet; thence North 23° 04' 21" East, 40.00 feet; thence South 66° 55' 39" East, 25.47 feet; thence North 03° 08' 06" West, 346.65 feet to the POINT OF BEGINNING.

Easement Premises

PARCEL "C" (20 FOOT VEHICULAR EASEMENT)

A portion of Section 21, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of the F. J. Fells Grant, Section 40, said Township and Range, said point also being common to a corner of Section 20, said Township and Range; thence North 88° 34' 24" East, along the South line of said Section 40 and along the North line of said Sections 20 and 21, a distance of 861.65 feet to a point situate on the westerly right of way line of State Road No. 9 and/or Interstate Highway I-95 (a 300 foot limited access right of way as shown on the State of Florida Department of Transportation Right of Way Map Section No. 78080-2403, said Right of Way Map also recorded in Road Plat Book 1, Page 1 of the Public Records of said St. Johns County); thence South 03° 08' 06" East, along said westerly right of way line, a distance of 905.87 feet; thence North 61° 10' 48" West, a distance of 47.14 feet for a POINT OF BEGINNING; thence continue North 61° 10' 48" West, 23.57 feet; thence North 03° 08' 06" West, 53.54 feet; thence North 66° 55' 39" West, 92.07 feet; thence East, 80.00 feet; thence South 66° 55' 39" East, 32.70 feet; thence North 03° 08' 06" West, 323.26 feet; thence North 66° 55' 39" West, 32.71 feet; thence North 23° 04' 21" East, 20.00 feet; thence South 66° 55' 39" East, 45.16 feet; thence South 03° 08' 06" East, 367.84 feet; thence North 66° 55' 39" West, 64.83 feet; thence South 23° 04' 21" West, 40.00 feet; thence South 66° 55' 39" East, 84.52 feet; thence South 03° 08' 06" East, 78.46 feet to the POINT OF BEGINNING.

DE Horton Inc
1901 Ascension Blvd
Suite 100
Arlington TX 76010
Attn: Jan Doan

4/17/2
583

January 2, 2002
Public Records of
St. Johns County, FL
Clerk# 02-013954
O.R. 1728 PG 366
11:32AM 03/08/2002
REC \$169.00 SUR \$21.50

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WINGFIELD GLEN

THIS DECLARATION is made this 2nd day of MARCH, 2002, by D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in St. Johns County, Florida, being all of that real property platted as Wingfield Glen in Plat Book 43, pages 47 - 56 of the current public records of St. Johns County, Florida, which is commonly referred to as "Wingfield Glen" (the "Property"). Developer desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.

B. Developer intends to develop the Property for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all Owners and occupants thereof, who shall own and occupy the Property subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and of each Owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a non-profit corporation with the power and duty of administering

and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created, and to this end, Developer has created or will create Wingfield Glen Homeowners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

DECLARATION

NOW, THEREFORE, Developer declares that the Property shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and Developer.

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "ARB" means the Architectural Review Board of the Association.
2. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit A.
3. "Assessment" means all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Lot Assessments (as hereinafter defined).
4. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.
5. "Association" means Wingfield Glen Homeowners Association, Inc., a Florida nonprofit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
6. "Board of Directors" means the Board of Directors of the Association.

7. "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit B.

8. "~~Common Property~~" means all of the Property, except the Lots, together with any improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the water within lakes and retention areas, all drainage easements reserved herein and in any plat of the Property and all other portions of the Stormwater Management System, as hereinafter defined). The Common Property to be maintained by the Association shall specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any landscaping not located within a Lot and the Stormwater Management System, including preserved wetlands and uplands, recreational facilities which may be constructed from time to time. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Property, but such identification shall not be required in order for a portion of the Property to be Common Property hereunder.

9. "County" means St. Johns County, Florida.

10. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

11. "Developer" means D.R. Horton, Inc.- Jacksonville, a Delaware corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to D.R. Horton, Inc.-Jacksonville as the Developer under this Declaration is not intended and shall not be construed to impose upon D.R. Horton, Inc.-Jacksonville, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from D.R. Horton, Inc.-Jacksonville, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Lot.

12. "~~Future Development Property~~" shall mean and refer to the properly described on Exhibit "C" attached hereto and made a part hereof, any or all of which may, but none of which shall be obligated to, be brought within the Property. Notwithstanding anything herein contained to the contrary, the Future Development Property shall not be deemed burdened by the terms and conditions of this Declaration unless and until the same (or any portion thereof) is brought hereunder by a

Supplemental Declaration duly executed and recorded in the public records of the County.

13. "Initial Improvements" means the initial, original construction of Residences and related improvements and the initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.

14. "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property or a parcel of land which is permitted to be improved with a Residence and subjected to this Declaration. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and/or lands being hereafter referred to as a "Reconfigured Lot" to one Owner who constructs only one single family dwelling unit thereon, such Reconfigured Lot shall be deemed to be a Lot subject to one Assessment and entitled to one vote, and except as specifically set forth herein, all references to Lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.

15. "Member" means a person entitled to membership in the Association, as provided in this Declaration and the Articles.

16. "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.

17. "Mortgagee" means any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including, without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot, including Developer, or its assignee.

18. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

19. "Property" means that certain real property described as such in the Recitals above.

20. "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot, together with any permitted appurtenant improvements, including without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities which have been approved by the ARB or Developer.

21. "Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

The provisions of this Declaration, as well as those of the Articles, By-Laws and any rules and regulations of the Association, shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Residences and the protection of the Developer's rights, benefits and privileges herein contemplated.

II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

A. "Legal Description. Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Recital A, all of which Property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "the Property".

B. "Supplements. Declarant may from time to time subject other land within or adjacent to the Future Development Property under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property.

where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Developer from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion thereafter made by Developer (or the applicable Developer-affiliated Owner) and shall evidence such consent in writing if requested to do so by Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

C. "Withdrawal" means the Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Common Properties, Limited Common Properties and/or Shared Facilities) then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

D. "Common Property" means in the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not Common Property under this Declaration, the Declarant may, without the consent of the Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Association may, without the consent of then existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect.

III. ASSOCIATION

A. **Members.** Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot. Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case

the beneficial Owner shall retain the membership in the Association.

B. Voting Rights. The Association shall have such classes of members who shall cast such votes as are provided in the Articles of Incorporation of the Association.

C. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable.

IV. OWNER'S RIGHTS AND DUTIES

A. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

1. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Property and any facilities located therein in compliance with the provisions of this Declaration and the right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

2. The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to grant and reserve easements for itself, its successors, assigns and designees for ingress, egress, drainage maintenance, and utilities over all Common Property.

3. All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.

4. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association and set forth in This Declaration and the remedies set forth in this Declaration or the rules and regulations.

5. All easements and restrictions of record affecting any part of the Common Property.

B. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

C. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an

Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the Common Property in a good and workman like manner, in accordance with the original plans and specifications of the Common Property involved, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

D. **Maintenance.** In addition to other specified maintenance required herein, each Owner shall keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair at such Owner's cost and expense. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence. Each Owner shall also maintain all landscaping on his Lot and any portion of the Property bounded by his front Lot line, the continuation of his side Lot lines, to the paved portion of any road adjacent to his Lot and shall maintain the banks of any lake from the water level to such Owner's adjacent property line as more fully set forth in paragraph V(D).

The foregoing obligations shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty.

All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Lot and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association.

If an Owner fails to maintain his Lot, (including landscaping), his Residence, the adjacent road right-of-way or area between Lot and lake bank in good order and in a clean and attractive manner or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, maintain, and landscape any part of such Lot or Residence, or the adjacent portion of the road right-of-way or area between Lot and pond. The cost of such repairs or maintenance plus a surcharge not to exceed twenty (20%) percent of the cost of the applicable work shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor. No bids need be obtained for any of the work performed pursuant to this paragraph and the person(s) or company performing such work may be selected by the Association in its sole discretion. There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering into the Lot in the performance of the work herein described provided notice requirements of this Paragraph are completed with.

V. COMMON PROPERTY AND EASEMENTS

A. Common Property.

1. **Title.** It is the intention of the Developer to convey all Common Property to the Association by Quit Claim Deed and the Association is obligated to accept the conveyance. Provided however, the Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Developer at such time as Developer no longer owns any of the Property. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party, other than the Association, dedicated to the public (other than the roads and drainage easements as shown on the plat of the Property), mortgaged, or otherwise encumbered without the written consent or vote of seventy five percent (75%) of the Class A Members and, until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

B. **Maintenance.** It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair subject to all governmental regulations. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibilities to the County and State and their respective governmental and quasi governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold the Developer harmless.

C. Utility Easements.

1. **Blanket Easement.** Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, stormwater drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement for ingress and egress reserved herein shall be vacated with respect to any portion of the Lot on which the Residence and other approved improvements are located.

2. **Lot Easements.** Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, electrical and irrigation lines. In the event that the Owner shall construct any Improvements within such easement area specifically reserved on a Lot, and if, in connection with the exercise of the Developer's or the Association's easement rights hereunder, the Developer or the Association is required to remove such Improvements, the repair, replacement or restoration of such Improvements shall be at the cost and expense of the Owner.

3. **Cable Easements.** Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

D. Stormwater Management System.

1. Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and/or berms across the rear of certain Lots and access easements to the Stormwater Management System as may be shown on the plat or otherwise dedicated. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System may be located entirely within Lots.

2. Maintenance. Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the St. Johns River Water Management District ("District"), Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the District.

The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to or containing any portion of the Stormwater System, the Stormwater Management System shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the District.

In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- a. The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- b. The association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- c. The association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

3. Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the District permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

4. Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in

accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

5. Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes.

6. LIABILITY. NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND

LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

7. Wetlands, Jurisdictional Land and Swales. This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within Lots which are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the applicable Permits, at such Owners' sole cost and expense and shall indemnify and hold the Developer and the Association harmless from such violation.

8. Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the District. Any amendment to this Declaration which alters the Stormwater Management System,

beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved in writing by the District.

9. **Indemnity.** Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

F. Permits. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199700166 (IP-RLW), ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-64999-1 ISSUED BY THE DISTRICT. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR DISTRICT, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

G. Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the

plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Annual Assessments. For each Lot within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance, and operation of the Common Property, including, without limitation, the maintenance, operation and repair of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), the management and administration of the Association, and the furnishing of services as set forth in this Declaration. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board may from time to time deem reasonable and necessary. The Board of Directors shall set the date or dates such Annual Assessments shall become due, which shall be January 1, 2002 and the collection of Assessments shall be payable in advance annually; provided, however, that upon default in the payment, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment.

B. Special Assessments. In addition to the Annual Assessments; (a) the Association may levy, by majority vote of the Board of Directors, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of improvements upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds (2/3) of the votes in the Association, other than Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of each membership class is present; (b) Special Assessments may be levied against particular

Lots and/or Owners for fines as hereinafter provided and; (c) Special Assessments for Reserves.

C. Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

D. Lot Assessments. The Association may, from time to time, levy a Lot Assessment against a particular Lot and the Owner thereof by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of all improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

E. Ongoing Capital Contribution. At the time of any sale or other conveyance of a Lot (other than the making of a mortgage to a Mortgagee), the buyer of the Lot (other than the buyer of a Lot for the purpose of constructing a Residence for re-sale) shall make a capital contribution to the Association in the amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00). This amount shall be due at the time of closing or transfer and shall be the personal responsibility of both the seller and the buyer, who shall be jointly and personally liable for such amount until it is paid in full. Any amounts so collected may be used by Association for such purposes as the Board exercising its business judgment deems necessary or convenient.

F. Commencement of and Nonpayment of Annual Assessments.

1. Date of Commencement. The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner who intends to dwell in the Residence other than Developer or a builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual or Special Assessment charged to each Lot, prorated to the day of closing on a per diem basis.

2. Nonpayment of Assessments: Remedies of the Association.

a. Non Payment. If any Assessments (or installments thereof) are not paid on the date(s) when due, then such Assessments shall become delinquent and fully due and payable.

b. Creation of Lien. The Assessment Charge is a charge and continuing lien upon each Lot subject to this Declaration. The lien provided for in this Paragraph shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

c. Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied, and of each subsequent Owner thereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Paragraph. Each Owner, by his acceptance of title to a Lot, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot.

d. Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors, and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

e. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Lot upon which the Assessment Charge is made or pursue all and any remedies. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. In addition to the right of collection of Assessments set forth in this Paragraph, any and all persons acquiring title or an interest in a Lot as to which the Assessment is delinquent, including without limitation, persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of Common Property until such time as all unpaid and delinquent assessments due and owing from selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers described in subparagraph (3) set forth

below.

3. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

4. Budget.

a. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

b. Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Developer or a Builder.

c. Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Lot is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association, and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by

dividing the amount of the Budget by the number of Lots subject to the Declaration.

d. Reserves. The Association may, in its discretion, maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of any other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Lots. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment in accordance with the provisions of this Paragraph, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

e. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Assessments at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

f. Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

5. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property and (c) all Lots or Property owned by Developer (including, without limitation, any Lot used or leased by Developer, or by a builder constructing a Residence thereon for sale to third parties, for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which

deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Lots other than Developer. Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at such time as Developer, in its sole discretion, elects to pay the Assessment for each Lot owned by it, or after Turnover, whichever shall first occur. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, on such terms and conditions as it may determine, including without limitation any builder owning Lots solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder.

6. Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

7. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

VII. ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, the Association through the ARB shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, Colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Residence has been completed and a certificate of occupancy has been issued.

B. Construction Subject to Architectural Control.

1. ARB Approval. Except for the Initial Improvements, no construction, modification, alteration, or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the ARB. Developer shall evaluate all plans and specifications for Initial Improvements submitted to it for conformance with the provisions of this Declaration and any architectural guidelines adopted by the Developer from time to time. No Initial Improvements shall be commenced, erected, placed, or maintained upon any Lot unless and until the same shall have been submitted to and approved in writing by Developer.

2. Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence and appurtenances including garages, storage facilities, bath houses (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, swimming pools, screened enclosures, whirlpools, or other pools, recreational facilities, construction of privacy walls or other fences; addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar features of the Property; and all other modifications, alterations, or improvements visible from any road or other Lots. All of the foregoing are jointly referred to herein as "Proposed Improvements".

3. Procedures.

a. Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB, or to Developer as to the Initial Improvements. The ARB or Developer, as applicable, shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non refundable in any event, whether or not the application submitted by an Owner is approved. Any requests shall be deemed disapproved if the ARB or Developer, as applicable, fails to issue a written approval or disapproval within thirty (30) days of the proper submission of all required documentation. The

documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any, (iii) samples of materials or paint colors and (iv) such other items as the ARB or Developer may deem appropriate.

b. Basis for Decision. Approval shall be granted or denied by the ARB or Developer based upon compliance with the provisions of this Declaration and any guidelines established by the Developer or Association from time to time, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB or Developer, will affect the desirability or suitability of the construction.

In connection with its approval or disapproval of an application, the ARB or Developer shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB or Developer, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB or Developer to approve applications involving similar designs for different Lots. In addition, the Developer and ARB shall have the right to waive or modify the requirements as more fully set forth in subparagraph (e).

c. Uniform Procedures. The ARB may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit, the time and place of meetings, and the posting of a compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ARB. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Paragraph, has been accepted by the ARB. Developer may establish separate guidelines for the submission of the plans and specifications for Initial Improvements. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

d. Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to

the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications. The Developer shall give its notice of approval or disapproval within thirty (30) days from the date the Developer receives all the required information. The determination of the Developer with respect to the Initial Improvements shall be dispositive.

e. **Variances.** The ARB or Developer, as applicable, may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the ARB, if it involves a Proposed Improvement, or by Developer, if it involves Initial Improvements. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. Provided, however, in no event shall granting of a variance set a precedent which required the granting of another such variance.

f. **Enforcement.** The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB. The Developer shall have the authority and standing to enforce, in courts of competent jurisdiction, the decisions of the Developer.

4. **Architectural Guidelines.** The ARB or Developer, as applicable, shall consider the following provisions in connection with their review, together with any architectural guidelines issued by the ARB or Developer from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation of the general review power of the ARB or Developer, as set forth in this Paragraph.

a. **Building Type.** No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a

private and enclosed garage for not less than two (2) cars.

b. **Roofs.** Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ARB.

c. **Garages.** All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage, or two (2) sixteen foot doors for a four car garage, or two (2), three (3), or four (4) individual doors, each a minimum of ten (10) feet in width (or eight (8) feet with a two (2) foot separation), and a service door. No carports will be permitted unless approved by Developer or the ARB, as applicable. All garage doors shall be kept closed except when entering or leaving the garage.

d. **Driveway Construction.** All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

e. **Fences.** No fences or walls shall exceed six (6) feet in height and no chain link fence shall be allowed on any Lot. All fences, except those abutting the lake, shall be constructed in shadow box style, using one inch (1") thick wood material or shall be design and materials approved in advance by the ARB. No fence or wall shall be built beyond the imaginary line extending from the front corner of the Residence to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Residence. On lots abutting lakes, no fence shall be placed beyond the top of the bank. Only black aluminum ornamental fences shall be allowed on lots abutting the Lake and shall be no higher than four (4') feet at the side and rear of Lot.

f. **Ancillary Structures.** Unless approved by Developer or the ARB, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ARB, and other restrictions applicable to the Residence itself.

g. Minimum Residence Area. Each Residence constructed on a Lot which is fifty (50') feet at the building restriction line must contain at least twelve hundred (1200) square feet of heated and air conditioned floor area. Each Residence constructed on a Lot which is sixty (60') feet at the building restriction line must contain at least fifteen (1500) hundred square feet of heated and air conditioned floor area. Each Residence constructed on a Lot which is seventy (70') feet at the building restriction line must contain at least eighteen (1800) hundred square feet of heated and air conditioned floor area. Provided however, Developer shall have the right to approve Residences which contain up to ten percent (10%) less square feet of heated and air conditioned floor area, if it deems it to be reasonable or necessary.

h. Lot Coverage. The total ground area to be occupied by any Residence shall not exceed forty-five percent (45%) of the ground area of the Lot or Reconfigured Lot upon which the Residence is located.

i. Setbacks. No Residence shall be erected within any easement area depicted on the plat of the Property or reserved in this Declaration, or within the following setback distances from the respective Lot or Reconfigured Lot boundary lines:

Front line setback	20' minimum
Side line setbacks	5' from property line with at least 10' feet between Residences
Rear line setback	5' minimum from Lot boundary or with buffer, whichever is the greater

All setbacks shall be measured from the property line to the exterior walls of the Residence. Except as may be required by Developer or the ARB, as applicable, the setbacks shall not apply to HVAC condenser units, patios, pools, pool decks, gazebos, docks, and other similar structures, provided that a minimum of two (2') feet is left unobstructed by such accessory use.

j. Antennae and Other Devices. All antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty (30") inches in diameter and twelve (12') feet in height. All such devices shall be placed in the rear of any Lot so as to not be visible from the road. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others.

k. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be place or maintained upon the exterior portion of any Lot, unless approved by Developer or the ARB, as applicable.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear facade of the Residence, and any such structure shall have prior approval of Developer or the ARB, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ARB or Developer, as applicable, so that such uses shall not be visible from any road.

n. Utility Connections. Building connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

o. Window Coverings. Reflective window coverings and heat mats are expressly prohibited, and only neutral, solid colored window coverings shall be permitted on any Residence. The ARB or Developer, as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ARB or Developer, as applicable, as to style and location. The ARB may elect to require group mailboxes.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any road within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. **Landscaping.** A detailed landscaping plan for each Lot must be submitted to and approved by Developer as part of the plans and documents for the Initial Improvements. All plant material shall be of Florida Grade Number One or better.

The landscaping of the Lot shall be completed in accordance with the landscaping plan prior to the initial occupancy of the Residence. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to paragraph IV(D) of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred and twenty percent (120%) of the cost to complete the landscaping, which shall be collected as provided in paragraph VI(D) herein.

5. **Remedy for Violations.** In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Paragraph are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this enforcement paragraph, the ARB and Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Paragraph. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

6. **Reservation of Right to Release Restrictions.** In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.

7. No Liability. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

VIII. USE OF PROPERTY

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ARB approval set forth in this Paragraph or elsewhere in this Declaration shall not be construed as a limitation of the requirements of Paragraph.

B. Lot Resubdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

C. Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Developer from converting the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences as model homes or sales centers during the development and sale of the Property. No other business or commercial use may be made of any part of the Property except to the extent that such uses shall be permitted

as a home business under the applicable zoning. In addition, to any requirements of the zoning code, such use shall not involve customers, clients, employees, licenses or invitees regularly visiting the Residence, or any signage installed.

D. ~~Nuisances; Other Improper Use.~~ No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

E. Insurance. Nothing shall be done or kept in any Residence, Lot, or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.

F. Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

G. Pets. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that dogs, cats, or other household pets in reasonable numbers may be kept, provided that they are not kept or maintained for any commercial purpose. Further no such permitted pets shall constitute a nuisance on the Property. The number of household pets which may be maintained on a Lot shall be in compliance with the County Code unless a Conditional Use Permit is received. Prior to applying for a Conditional Use Permit, the plans for maintaining such pets on the Property shall be submitted to and approved by the ARB. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on the Common Property, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The

Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.

H. Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Residence, the Common Property, or from any window, unless express prior written approval of its size, shape, content, appearance and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Lots.

I. Parking. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association. The Association may, from time to time, adopt rules and regulations regulating the storage and parking of non standard size vehicles, including any recreational type vehicles, including architectural guidelines for the location of such storage areas and the required screening therefor.

J. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB and shall have the right to adopt additional restrictions concerning, the height and type of trees and shrubs within any of the Lots.

K. Clotheslines. No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any road or any other Lot.

L. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse.

M. Window Air Conditioners. No window air conditioning unit shall be installed in any of the Residences without the prior approval of the ARB.

N. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer or its designees from maintaining temporary structures for the purpose of construction of any improvements or Residences and the marketing and sales of Lots.

O. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.

P. Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

Q. Removal of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property. Prior to removal, the Owner shall submit a plan for the mitigation of the removal of the trees.

R. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or its designated builders as a sales office during the marketing of the Property.

S. Soliciting. No soliciting will be allowed at any time within the Property.

T. Amendments and Modifications. The Board of Directors and the ARB may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner.

U. **Compliance.** It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Lot(s) do likewise.

IX. INSURANCE

A. Types of Coverage.

1. Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property and, to the extent the Board of Directors deems reasonable or necessary, may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

a. Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

b. Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.

2. Insurance of the Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain hazard insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence.

3. Director and Officer Liability Insurance. The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments,

liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

4.

4. Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

B. Repair and Reconstruction After Casualty.

1. Common Property. In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by Developer or the ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

2. Residences. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Paragraph VIII above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all obligations for landscaping on the part of Owner shall remain in effect.

X. ASSOCIATION LIABILITY

A. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of

any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

B. Specific Provisions. Without limiting the generality of the foregoing:

1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2. Neither Developer nor the Association is empowered, nor have they have been created, to act as an entity which enforces or insures compliance with the laws of the United States of America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.

3. The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

C. Owner Covenant. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Lot), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Paragraph and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Paragraph.

XI. GENERAL PROVISIONS

A. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date of this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date.

Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

B. **Condemnation.** In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding two thirds (2/3rds) of the votes shall agree to the distribution of the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

C. **Notices.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

D. **Enforcement of Covenants.** If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations.

In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Paragraphs, or the Bylaws, provided the following procedures are adhered to:

1. The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with a committee appointed by the Board which committee is composed of three (3) Owners who are not officers, directors or employees of the Association.

2. At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be

provided to the Owner or occupant within twenty one (21) days after the date of the meeting.

3. If approved by the committee, the Board of Directors may impose fines in the nature of Special Assessments against the applicable Lot and its Owner in the maximum amount permitted by law from time to time. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.

4. Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

5. Fines shall be paid within thirty (30) days after the receipt of notice of their imposition and shall be treated as Special Assessments subject to the provisions for the collection of Assessments and the lien securing same as set forth herein.

6. All monies received from fines shall be allocated as directed by the Board of Directors.

7. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by the Owner or occupant may be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

8. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

E. **Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and

"Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

F. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

G. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors, the ARB and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

H. Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent or vote of two thirds (2/3rds) of the Class A Members, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

1. As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.

2. Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use, and the conveyance, mortgaging, or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

3. Developer specifically reserves the absolute and

unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County.

I. Assignment of Developer Rights. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

J. Rights of Mortgagees. All Mortgagees shall have the following rights:

1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

2. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

K. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

L. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

M. Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

N. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

O. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other property located on

or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

P. NO REPRESENTATIONS OR WARRANTIES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

OR1728P60407

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered
In the presence of

Amanda T. Foy
Print Name: Amanda T. Foy
Sharlene Mattice
Print Name: SHARLENE MATTICE

D.R. HORTON, INC.
JACKSONVILLE, INC.

By: [Signature]
Its VICE President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of March 2002 by Tan J. Doan, as the VICE President of R.R. Horton, Inc.- Jacksonville, a Delaware corporation and who is personally known to me or has provided _____ as identification.

Marsha L. Kehrt

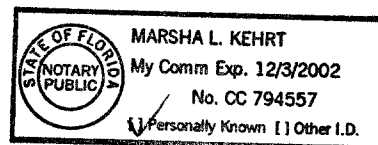
Notary Public, State of Florida

Print Name Marsha L. Kehrt

My commission expires: 12-3-02

Commission No.: CC 794557

JAX1 #518860 v1



LAND AMERICA

Prepared By and Return To:
Clifford B. Newton, Esquire
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257

Public Records of
St. Johns County, FL
Clerk# 02-049251
O.R. 1803 PG 700
01:41PM 08/23/2002
REC \$17.00 SUR \$2.50

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WINGFIELD GLEN

THIS AMENDMENT is made on the date hereinafter set forth by
WINGFIELD GLEN HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit
corporation, hereinafter referred to as the "Association";

W I T N E S S E T H:

WHEREAS, D.R. HORTON, INC.-JACKSONVILLE, a Delaware
corporation, hereinafter referred to as "Developer", recorded the
Declaration of Covenants, Conditions, Restrictions and Easements
for Wingfield Glen which was recorded in Official Records 1728,
page 366, of the public records of St. Johns County, Florida (the
"Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the
Association is authorized to amend the Declaration; and

WHEREAS, the Association has deemed it advisable to bind and
modify the terms and conditions of the Declaration; and

NOW, THEREFORE, the Association hereby amends the Declaration
as follows:

1. Article VII(B)4.d. Driveway Construction of the
Declaration is hereby modified and amended to read as follows:

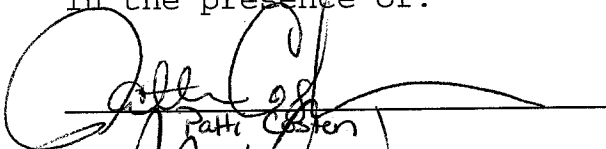
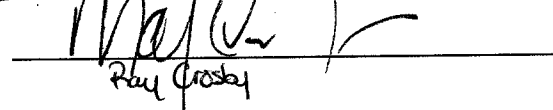
"d. Driveway Construction. All Residences shall have a paved
driveway of stable and permanent construction with not less than

door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

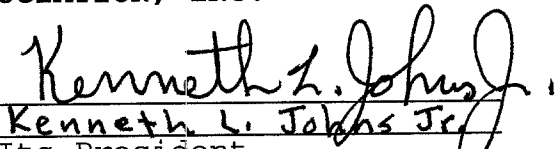
2. Except as amended herein, the Declaration shall remain in full force and effect as previously recorded and amended.

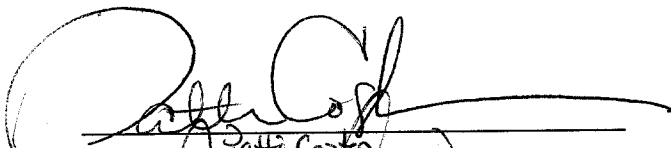
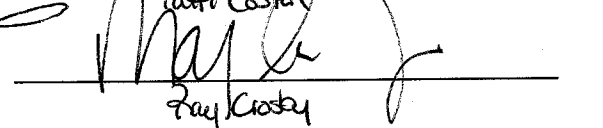
IN WITNESS WHEREOF, the Declarant has executed this instrument this 25th day of July, 2002.

Signed, sealed and delivered in the presence of:



Patti Costen

Ray Crosby

WINGFIELD GLEN HOMEOWNERS ASSOCIATION, INC.

By: 
Kenneth L. Johns Jr.
Its President


Patti Costen

Ray Crosby

WINGFIELD GLEN HOMEOWNERS ASSOCIATION, INC.

By: 
Sam S. Dean
Its Secretary

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of July, 2002, by Kenneth L. Johns, Jr., the President of Wingfield Glen Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the corporation. He/She is personally known to me or produced as identification.



Amanda T Foy
My Commission DD104503
Expires March 28, 2006


Notary Public, State of Florida

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of July, 2002, by JAN J. DOAN, the Secretary of Wingfield Glen Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.



Amanda T Foy
My Commission DD104503
Expires March 28, 2006

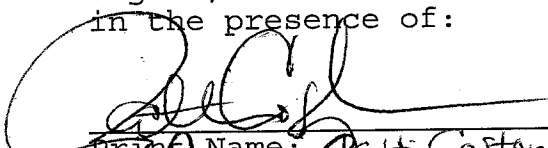
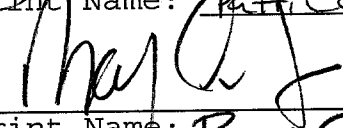
Quanda S. Fox
Notary Public, State of Florida

CONSENT AND JOINDER

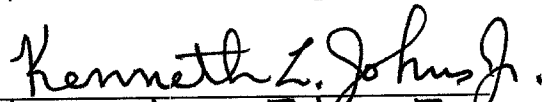
D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation ("Developer") is the owner in fee simple of certain lots described on the plat of Wingfield Glen, according to Plat thereof as recorded in Plat Book 43, pages 47 through 56, inclusive, of the public records of St. Johns County, Florida ("Wingfield Glen"). Developer, by its execution, does hereby consent and join in that certain Amendment to Declaration of Covenants, Restrictions, Conditions, and Easements, for Wingfield Glen amending those certain covenants, conditions, restrictions and easements, as recorded in Official Records Volume 1728, page 366, of the public records of St. Johns County, Florida ("the Declaration").

By its consent and joinder the Developer, including its successors and/or assigns, agrees that the lots of Developer shall be subject to the Declaration and to the jurisdiction of the Association, as defined in the Declaration.

Signed, sealed and delivered
in the presence of:


Print Name: Patti Coston

Print Name: Ray Coston

D.R. HORTON, INC.-JACKSONVILLE,
INC., a Delaware corporation

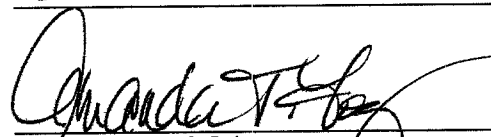
By: 
Kenneth L. Johns Jr.
Its Vice President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

25th day of July, 2002, by Kenneth L. Johns Jr.,
the Vice President of D.R. HORTON, INC.-JACKSONVILLE, a
Delaware corporation, on behalf of the corporation. He/She is
personally known to me, or produced
as identification.


Notary Public
Print Name Amanda T. Foy
My Commission Expires: 3.28.06



Amanda T Foy
My Commission DD104503
Expires March 28, 2006

82 14409

EASEMENT

Know all men by these presents that ITT RAYONIER INCORPORATED, a Delaware corporation qualified to do business in Florida (hereinafter called the Grantor), for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in hand paid by the CITY OF JACKSONVILLE BEACH, a municipal corporation in Duval County, Florida (hereinafter called the Grantee), does hereby grant to Grantee a perpetual easement and the right to, from time to time, construct, operate, maintain and renew electric transmission and distribution lines, with necessary or convenient towers, frames, poles, wires, fixtures and appliances and with overhead and underground protective wires and devices in connection therewith, upon the land located in St. Johns County, Florida, and described as follows (hereinafter called the Land):

See Exhibit A attached hereto and by this reference made a part hereof.

This easement is conveyed upon the following terms and conditions, and Grantor and Grantee, by executing and accepting this easement, hereby covenant and agree as follows:

1. The Grantee shall use the Land solely for the construction, operation and maintenance of power transmission lines.

2. Any power transmission line constructed on the Land shall be constructed as overhead line, shall have a minimum height of 16 feet above the surface of the ground and the Grantee shall not lay any line on the ground surface. Except for power transmission lines, the Grantee shall not construct any fence or other obstruction which would interfere with the Grantor's right, as reserved herein, to cross and recross the Land.

3. The Grantee shall have the rights of ingress and egress to and from the Land over established roads on adjoining lands belonging to the Grantor and the Grantee shall have the right to cut away and remove dead, diseased, weak or

THIS INSTRUMENT WAS PREPARED BY:
J. MURPHY HUGHES,
Attorney at Law
P.O. BOX 51389
JACKSONVILLE BEACH, FLA. 32250

MR. JOHN HOLLINS
CITY OF JACKSONVILLE BEACH
P. O. BOX 51389
JACKSONVILLE BEACH, FLA. 32250

RETURN TO: 

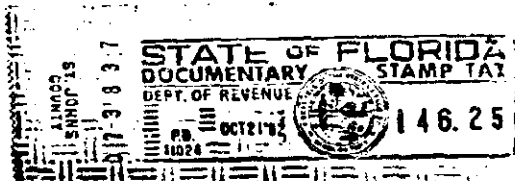
leaning trees on lands adjacent to the Land, which trees might, in falling, strike the conductors of transmission lines; provided, however, that on cutting of any such trees, the Grantee shall pay to the Grantor the fair market value of the merchantable timber so cut.

4. Grantor shall have a perpetual easement of ingress and egress over the Land to and from adjacent lands of the Grantor. However, Grantor's exercise of this easement shall be consistent with the rights granted by this instrument and Grantor shall not exercise rights of ingress and egress so as to injure or interfere with any power transmission line constructed on the Land.

5. The Grantor reserves the right and privilege to use the Land for agricultural purposes and to excavate and borrow soil material from the Land as needed to construct and maintain Grantor's forest roads, provided such use is consistent with the rights granted by this instrument and does not injure or interfere with any power transmission line constructed on the Land.

6. The Grantee shall protect, defend and hold the Grantor, its officers, directors and employees free and unharmed against any liabilities whatsoever, including court costs and attorneys fees, resulting from or arising out of the use of the Land or the exercise of the rights herein granted by the Grantee and its employees.

7. If the Grantee should breach any of the foregoing covenants or agreements, or if at any time after the initial transmission line or lines are constructed and put into service on the Land, the Grantee shall fail to transmit electricity or some other commodity or substance through the lines for a continuous period of two (2) years, then in such event the right, title and interest of the Grantee in the estate herein granted shall cease and terminate and Grantor shall have the right to re-enter and take possession of the Land. Should such termination take place, the Grantee shall,



at Grantor's request, deliver to the Grantor a good and sufficient quit-claim deed acknowledging such abandonment and termination of the estate herein granted. If the estate herein granted reverts to the Grantor under the provisions of this paragraph, the Grantee shall have the right, within a period of six (6) months after the abandonment occurs, to enter the Land and remove any lines or other property placed or constructed on the Land by it.

In witness whereof, the Grantor has executed this easement on the 13th day of October, 1982.

Signed, sealed and delivered in the presence of:

ITT RAYONIER INCORPORATED

Margaret McKenney
John Hall Ewing

By: *William S. Berry*
Its Vice President

Attest: *John B. Canning*
Its Asst. Secretary
(Corporate Seal)

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this day of October, 1982, by William S. Berry and John B. Canning the Vice President and Assistant Secretary respectively, of ITT RAYONIER INCORPORATED, a Delaware corporation, on behalf of the corporation.

Janet E. Tong
Notary Public
My Commission expires: JANET E. TONG
NOTARY PUBLIC
My Commission Expires March

A PART OF SECTIONS 19 AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210 (AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY), WITH THE EASTERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT COMPANY'S ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT OF WAY (AS NOW ESTABLISHED AS A 110 FOOT RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS VOLUME 66, PAGE 140 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S.02°43'42"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 825.00 FEET; THENCE N.87°16'18"E. A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING; THENCE N.02°43'42"W. A DISTANCE OF 125.11 FEET; THENCE N.89°40'32"E., ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID STATE ROAD NO. 210 (AS THE SAME NOW EXISTS BETWEEN STATION 324+52.99 AND STATION 390+93.28 ACCORDING TO THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR SECTION NUMBER 7851-250), A DISTANCE OF 6466.32 FEET; THENCE N.23°31'26"E. A DISTANCE OF 819.35 FEET TO THE NORTH LINE OF AFOREMENTIONED SECTION 20; THENCE S.89°20'52"E., ALONG SAID NORTH LINE OF SECTION 20, A DISTANCE OF 1791.10 FEET TO THE WEST LINE OF THE F. J. PATIO GRANT, SECTION 40 OF SAID TOWNSHIP AND RANGE; THENCE S.02°01'16"E., ALONG SAID WEST LINE OF SECTION 40, A DISTANCE OF 125.14 FEET; THENCE N.89°20'52"W., PARALLEL WITH AND 125 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE AFOREMENTIONED NORTH LINE OF SECTION 20, A DISTANCE OF 1714.00 FEET; THENCE S.23°31'26"W. A DISTANCE OF 817.82 FEET; THENCE S.89°40'32"W., PARALLEL WITH THE AFOREMENTIONED CENTERLINE OF STATE ROAD NO. 210, A DISTANCE OF 6542.48 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART LYING WITHIN THE 50 FOOT RIGHT OF WAY OF LEO MCQUIRE ROAD. CONTAINING 25.9 ACRES MORE OR LESS.

THE MOST NORTHERLY 125 FEET OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.01°21'47"E., ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 125.01 FEET; THENCE S.89°22'04"W., PARALLEL WITH AND 125 FEET FROM WHEN MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2299.05 FEET; THENCE N.01°43'52"W., ALONG THE EAST LINE OF THE F.J. PATIO GRANT, SECTION 40, A DISTANCE OF 125.02 FEET; THENCE N.89°22'04"E., ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2299.86 FEET TO THE POINT OF BEGINNING. CONTAINING 6.60 ACRES MORE OR LESS.

A PART OF SECTIONS 17 AND 20, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210, AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT COMPANY'S ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT OF WAY, AS NOW ESTABLISHED AS A 110 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS VOLUME 66, PAGE 140 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.89°40'32"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210, A DISTANCE OF 510.45 FEET; THENCE S.02°43'42"E. A DISTANCE OF 678.48 FEET; THENCE N.89°40'32"E. A DISTANCE OF 6466.32 FEET; THENCE N.23°31'26"E. A DISTANCE OF 813.35 FEET TO THE POINT OF BEGINNING; THENCE N.32°54'43"W. A DISTANCE OF 18.32 FEET; THENCE N.57°05'17"E. A DISTANCE OF 10.00 FEET; THENCE S.32°54'43"E. A DISTANCE OF 18.32 FEET; THENCE N.89°20'52"W. A DISTANCE OF 6.00 FEET; THENCE S.23°31'26"W. A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.004 ACRES MORE OR LESS.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

ISSUED OCT 21 PM 2:19

Paul "Bud" Mankel
CLERK OF CIRCUIT COURT