

RESOLUTION NO. 90- 97

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, the St. Johns County School Board during its special meeting of May 11, 1990, approved the purchase of the Ponte Vedra Middle School on the site offered by the 800-Acre Investment Partnership, and

WHEREAS, the contract for purchase of said site requires the 800-Acre Investment Partnership to deed to the County approximately eight acres of road right-of-way for the construction of a public road serving the school and connecting County Road 210 with Roscoe Boulevard, and

WHEREAS, the contract also requires the 800-Acre Investment Partnership to survey, design and obtain all necessary permits, obtain construction bids and supervise construction for the road to county standards, and

WHEREAS, the School Board and the 800-Acre Investment Partnership have agreed to share the costs of construction of the road at no cost to the St. Johns County Commission, and

WHEREAS, the survey, preliminary plans, cost estimate and related data have been reviewed by St. Johns County Engineering Department, accepted by the 800-Acre Investment Partnership, and these comments will be incorporated in the final plans and specifications, and

WHEREAS, a letter of credit in the amount of \$480,000, representing 115 percent of the estimated cost of construction has been tendered to the County, for a term of 27 months, in order to allow for the two phases of construction anticipated for the project, and

WHEREAS, the 800-Acre Investment Partnership as owner, has tendered a WARRANTY DEED for the road right-of-way dated this 21st day of May, 1990, to the Board of County Commissioners of St. Johns County, Florida conveying to the County the land described thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described Warranty Deed is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance on the subject property by the County.

Section 2. The Clerk is instructed to file the Title Search and to record the Warranty Deed in the official records of St. Johns County at county expense.

Section 3. The 800-Acre Investment Partnership is hereby authorized to file for necessary permits on behalf of St. Johns County, Florida, without cost to St. Johns County, Florida.

Section 4. The County Administrator is authorized to execute said permit applications.

Section 5. Construction of the road is authorized to commence upon approval of all State and Federal Agencies, and upon approval of the final plans by the St. Johns County Engineering Department.

ADOPTED BY THE Board of County Commissioners of St. Johns County, Florida, this 22nd day of May, 1990.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Donald R. Howard*
Vice Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: *Jimmy B. Mulligan*
Deputy Clerk



WARRANTY DEED

THIS INDENTURE, made this 7/5th day of May, 1990, between **800 ACRE INVESTMENT PARTNERSHIP**, a Florida general partnership, grantor, and **THE COUNTY OF ST. JOHNS, FLORIDA**, grantee, whose address is Clerk of Circuit Court, St. Johns County, Florida;

W I T N E S S E T H:

That the said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said grantee, its heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

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

Said property to be used for public road purposes. If any part of the property herein dedicated shall not be used and maintained for public road purposes, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title, and interest in and to the property and to the improvements thereon, shall revert to and revest in grantor, or its heirs or assigns, as fully and completely as if this instrument had not been executed.

Subject to easements, covenants and restrictions of record and ad valorem property taxes accruing subsequent to December 31, 1989.

And the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Property Appraiser's Parcel I.D. # 068390, 067270
AND 068440

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its General Partner the day and year first above written.

Signed, sealed and delivered in the presence of:

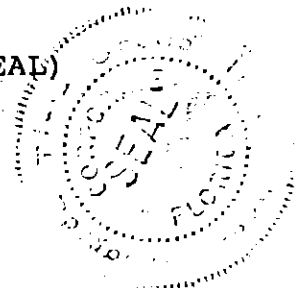
800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, by and through its general partner:

BY: Florida Title Group, Inc., a Florida corporation

By: W.M. Brannen
W.M. Brannen, Vice President

Sandra C. Mungro
Joyce L. Casey

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 21st day of May, 1990, by W.M. Brannnen, the Vice President of Florida Title Group, Inc., a Florida corporation, the general partner of 800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, on behalf of the corporation and general partnership.

James L. Casey
Notary Public

Notary Public, State of Florida
My Commission Expires: My Commission Expires Sept. 6, 1991

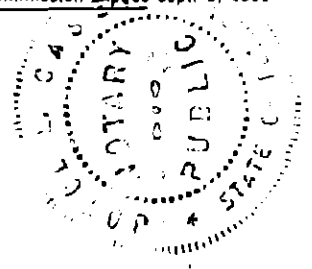


EXHIBIT "A"

A parcel of land being a portion of Section 16, Section 42, the Andres Pappy Grant, Section 43, the Joseph S. Sanchez Grant, all lying in Township 4 South, Range 29 East, St. Johns County, Florida TOGETHER WITH a portion of Tract 1 as shown on the plat of Palm Valley Gardens Unit Two as recorded in Map Book 9, Page 65 of the Public Records of said St. Johns County, Florida, said parcel being more particularly described as follows:

COMMENCE at an intersection of said Sections 9, 42, and 16; thence South $30^{\circ}12'44''$ East, 5.91 feet to the POINT OF BEGINNING; thence North $87^{\circ}25'45''$ East, 543.85 feet to an intersection with the West right-of-way line of County Road No. C-210 (A variable width right-of-way, also known as Old Palm Valley Road); thence South $06^{\circ}49'15''$ East, along the last said line, 100.28 feet; thence South $87^{\circ}25'45''$ West, 581.28 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 485.00 feet, an arc distance of 465.57 feet, said arc being subtended by a chord bearing and distance of South $59^{\circ}55'45''$ West, 447.90 feet to the point of tangency of said curve; thence South $32^{\circ}25'45''$ West, 302.12 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 452.50 feet, an arc distance of 478.63 feet, said arc being subtended by a chord bearing and distance of South $62^{\circ}43'54''$ West, 456.63 feet to the point of reverse curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 830.00 feet, an arc distance of 224.54 feet, said arc being subtended by a chord bearing and distance of South $85^{\circ}17'04''$ West, 223.85 feet to the point of tangency of said curve; thence South $77^{\circ}32'02''$ West, 1513.47 feet to an intersection with the Easterly right-of-way line of Rosco Road (a 60 foot public right-of-way); thence North $12^{\circ}09'23''$ West, along the last said line, 100.00 feet; thence North $77^{\circ}32'02''$ East, 1512.93 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 930.00 feet, an arc distance of 251.59 feet, said arc being subtended by a chord bearing and distance of North $85^{\circ}17'04''$ East, 250.82 feet to the point of reverse curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly, having a radius of 352.50 feet, an arc distance of 372.86 feet, said arc being subtended by a chord bearing and distance of North $62^{\circ}43'54''$ East, 355.72 feet to the point of tangency of said curve; thence North $32^{\circ}25'45''$ East, 302.12 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 585.00 feet, an arc distance of 561.56 feet, said arc being subtended by a chord bearing and distance of North $59^{\circ}55'45''$ East, 540.24 feet; thence North $87^{\circ}25'45''$ East, 30.00 feet to the POINT OF BEGINNING.
Containing 8.19 acres more or less.

REVOCATION OF DRAINAGE EASEMENT

H. R. JAMES, SR., as agent for THE 800 ACRE INVESTMENT PARTNERSHIP granted a Revocable Drainage Easement to the St. Johns County Anastasia Mosquito Control District on June 15, 1978, a copy of which is attached hereto and by this reference made a part hereof.

Pursuant to the terms thereof, the owners hereby cancel said Easement effective thirty (30) days from the date hereof.

Dated: May 21, 1990

THE 800 ACRE INVESTMENT PARTNERSHIP, a Florida General Partnership

WITNESSES:

By and Through Florida Title Group, Inc., Its Managing Partner

Louisa C. Musgrove
Joyce L. Casey

By: W. M. Brannen
Its: W. M. Brannen President

STATE OF FLORIDA
COUNTY OF

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. M. Brannen as Vice President of Florida Title Group, Inc., the Managing Partner of THE 800 ACRE INVESTMENT PARTNERSHIP, on behalf of the Partnership.

WITNESS my hand and official seal in said County and State this 21st day of May, 1990.

Joyce L. Casey
Notary Public, State of Florida
My Commission Expires: Notary Public, State of Florida
My Commission Expires Sept. 6, 1991



ST. JOHNS COUNTY
ANASTASIA MOSQUITO CONTROL DISTRICT

P. O. Box 1400
TELEPHONE 820-3107
ST. AUGUSTINE, FLORIDA 32084

BOARD OF COMMISSIONERS:

W. L. CHANCE, CHAIRMAN
F. D. ROBERTS, SECRETARY
DR. E. W. THIEL, TREASURER
C. W. MORGAN
J. T. LOPEZ

June 13, 1978

DIRECTOR:

HAMPTON J. MICKLER

Mr. Chuck James
14500 Beach Boulevard
Jacksonville Beach, Florida 32250

Dear Mr. James:

As per our conversation in the field Tuesday, June 13th, enclosed you will find copies of a rough sketch of the ditches we have dug on the 1300 acres in Palm Valley.

We would appreciate your signing the enclosed Revocable Drainage Easement.

Sincerely,

Hampton J. Mickler

Hampton J. Mickler
Director

HJM/gm
enc.



St. Augustine, Florida
Oldest City in the United States

REVOCABLE DRAINAGE EASEMENT

Permission is hereby granted to the St. Johns County Anastasia Mosquito Control District to perform upon the property of the undersigned owners such drainage or filling work which in the opinion of the director for the District is necessary for the elimination of breeding places for mosquitoes, said property being described as follows:

The owners reserve the right to cancel this easement upon 30 days notice in writing to the District, and furthermore after such cancellation the owners reserve the right to fill any ditches dug by the District on the above described property, without expense to the District.

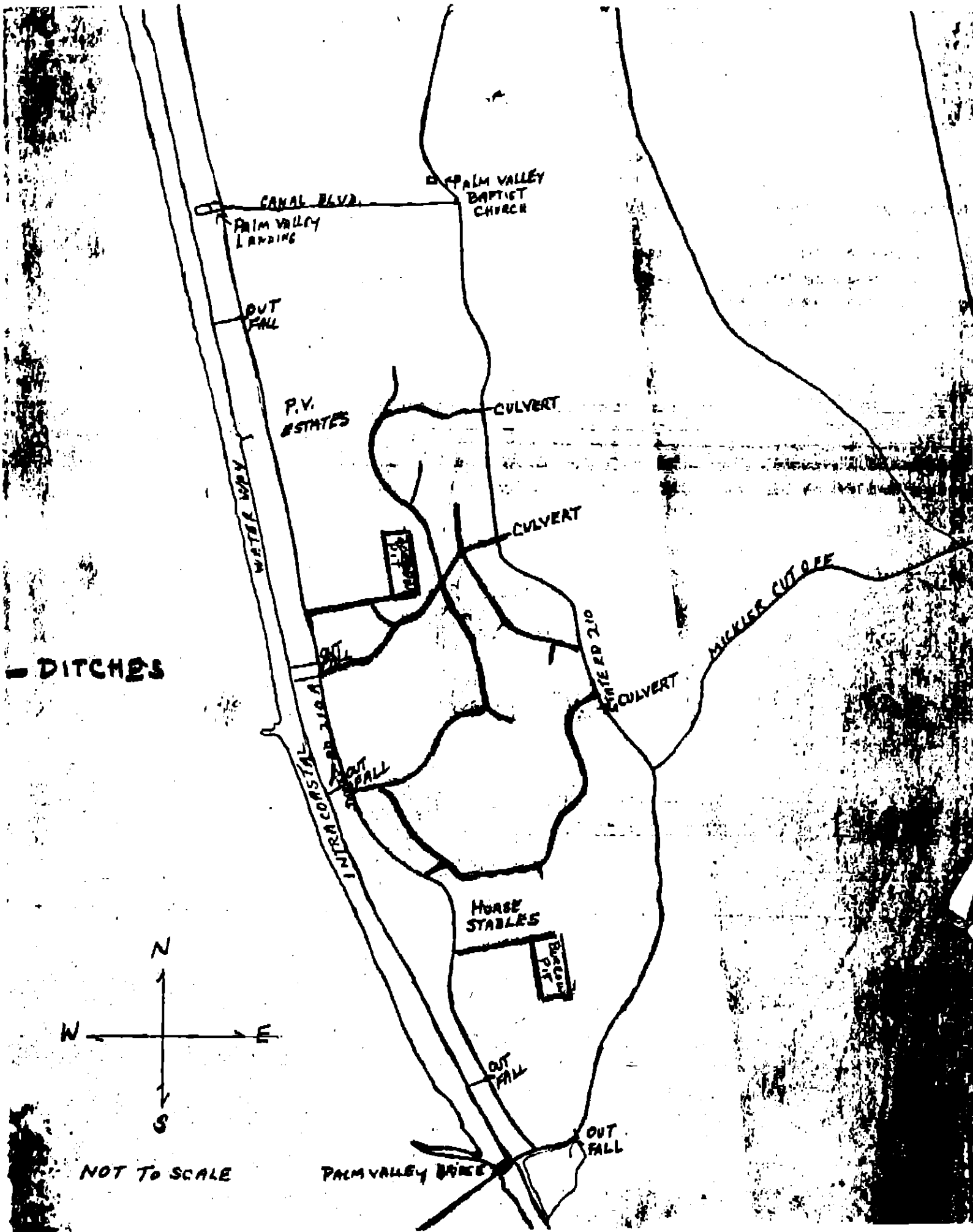
It is understood and agreed that the owners relieve the District of any liability for any damages to the above property, including damages caused by erosion or otherwise in connection with the District's work in draining or filling said property.

DATED this 15TH day of June, 19 78

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

[Signature] (SEAL)
[Signature] (SEAL)
Owners



F 466888



TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for an only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

RECEIVED
JAN 22 1971

[Signature]
Authorized Signatory

TIM Form 3229

TITLE INSURANCE COMPANY OF MINNESOTA
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401

By *[Signature]* President
Attest *[Signature]* Secretary

"SCHEDULE A" FORM - FOR USE WITH COMMITMENT FOR TITLE INSURANCE
Countersigned: _____

File No.

No. TICM 90-302

Commitment No. F466888

Schedule A

1. Effective Date: May 1, 1990 at 5:00 p.m.

2. Policy or Policies to be issued: Amount:

(a) ALTA Owners Policy
Standard Form B 1970 (amended 10/17/70) \$To Be Agreed
Upon

Proposed Insured:

The County of St. Johns, Florida (as to both parcels)

(b) Alta Loan Policy
1970 (amended 10/17/70) \$N/A

Proposed Insured:

N/A

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee Simple

(Fee Simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

800 Acre Investment Partnership, a Florida general partnership

5. The land referred to in this Commitment is described as follows:

2 parcels of land lying situate and being in St. Johns County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

This Commitment valid only if Schedule B is attached.

PARCEL 1

A parcel of land being a Section of 42, The Andres Papy Grant, Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the intersection of Sections 9, 16 and 42, of said Township 4 South, Range 29 East; thence North 30°12'44" West, 905.87 feet to the POINT OF BEGINNING; thence continue North 30°12'44" West, 860.82 feet to an intersection with the North line of said Section 42 (also being the South line of Palm Valley Gardens Unit Five, as recorded in Map Book 5, Page 72 of the Public Records of St. Johns County, Florida); thence South 85°29'59" West, along last said line, a distance of 806.87 feet, to an intersection with the East line Palm Valley Wood Estates, as recorded in Map Book 13, Pages 27 and 28 of said Public Records; thence South 12°09'23" East, along last said line, a distance of 298.00 feet; thence North 85°29'59" East, 444.93 feet; thence South 51°38'36" East, 436.88 feet; thence South 30°00'17" East, 342.11 feet; thence North 56°39'04" East, 80.03 feet; thence South 12°09'23" East, 407.34 feet; thence North 77°50'37" East, 30.00 feet; thence North 04°08'57" East, 492.38 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PARCEL 2

A parcel of land being a portion of Section 16, Section 42, the Andres Pappy Grant, Section 43, the Joseph S. Sanchez Grant, all lying in Township 4 South, Range 29 East, St. Johns County, Florida TOGETHER WITH a portion of Tract 1 as shown on the plat of Palm Valley Gardens Unit Two as recorded in Map Book 5, Page 65 of the Public Records of said St. Johns County, Florida, said parcel being more particularly described as follows:

COMMENCE at an intersection of said Sections 9, 42, and 16; thence South $30^{\circ}12'44''$ East, 5.91 feet to the POINT OF BEGINNING; thence North $87^{\circ}25'45''$ East, 543.85 feet to an intersection with the West right-of-way line of County Road No. C-210 (A variable width right-of-way, also known as Old Palm Valley Road); thence South $06^{\circ}49'15''$ East, along the last said line, 100.28 feet; thence South $87^{\circ}25'45''$ West, 581.28 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 485.00 feet, an arc distance of 465.57 feet, said arc being subtended by a chord bearing and distance of South $59^{\circ}55'45''$ West, 447.90 feet to the point of tangency of said curve; thence South $32^{\circ}25'45''$ West, 302.12 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 452.50 feet, an arc distance of 478.63 feet, said arc being subtended by a chord bearing and distance of South $62^{\circ}43'54''$ West, 456.63 feet to the point of reverse curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly, having a radius of 830.00 feet, an arc distance of 224.54 feet, said arc being subtended by a chord bearing and distance of South $85^{\circ}17'04''$ West, 223.85 feet to the point of tangency of said curve; thence South $77^{\circ}32'02''$ West, 1513.47 feet to an intersection with the Easterly right-of-way line of Rosco Road (a 60 foot public right-of-way); thence North $12^{\circ}09'23''$ West, along the last said line, 100.00 feet; thence North $77^{\circ}32'02''$ East, 1512.93 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 930.00 feet, an arc distance of 251.59 feet, said arc being subtended by a chord bearing and distance of North $85^{\circ}17'04''$ East, 250.82 feet to the point of reverse curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly, having a radius of 352.50 feet, an arc distance of 372.86 feet, said arc being subtended by a chord bearing and distance of North $62^{\circ}43'54''$ East, 355.72 feet to the point of tangency of said curve; thence North $32^{\circ}25'45''$ East, 302.12 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 585.00 feet, an arc distance of 561.56 feet, said arc being subtended by a chord bearing and distance of North $59^{\circ}55'45''$ East, 540.24 feet; thence North $87^{\circ}25'45''$ East, 30.00 feet to the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

"SCHEDULE B" FORM - FOR USE WITH COMMITMENT FOR TITLE INSURANCE

File No.
No. TICM 90-302

Commitment No. F466888

Schedule B

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - (a) Warranty Deed from 800 Acre Investment Partnership, a Florida partnership, sufficient to vest fee simple title to caption property in The County of St. Johns, Florida. (as to Parcel 1)
 - (b) Deed of Dedication of 800 Acre Investment Partnership, a Florida partnership, sufficient to vest fee simple title to caption property in The County of St. Johns, Florida. (as to Parcel 2)
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
 - (a) Prior to the issuance of a Loan Policy hereunder, a copy of the Notice to Purchaser - Mortgagor Form, as required by the Insurance Commissioner of the State of Florida, must be properly executed and returned to the office issuing this Commitment (if applicable).
 - (b) The Company must be provided with a true, correct and complete copy of the partnership agreement of 800 Acre Investment Partnership, a Florida general partnership, and with an affidavit stating said agreement had not been modified, amended or terminated; identifying the partners thereof; and stating whom of the partners is authorized to execute closing documents. The Company will make such other requirements as it deems necessary upon review of said documents.

Schedule B-II

II. Schedule B of this policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company;

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession.
3. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
4. Possible unfiled mechanics' and materialmen's liens.
5. General or special taxes and assessments required to be paid in the year 1990 and subsequent years.
6. Mortgage and Security Agreement from The Plantation Developers, a Florida general partnership and 800 Acre Investment Partnership, a Florida general partnership, to Sun Bank, N.A., dated December 26, 1985, recorded in Official Records Book 692, page 1879, as modified by Note and Mortgage Modification Agreement recorded in Official Records Book 700, page 286, as modified by Subordination Agreement recorded in Official Records Book 703, page 65, as modified by Second Modification recorded in Official Records Book 723, page 578, as further modified by Third Mortgage Modification Agreement recorded in Official Records Book 737, page 349, and modified by Fourth Mortgage Modification recorded in Official Records Book 769, page 888, as modified by Fifth Mortgage Modification recorded in Official Records Book 805, page 1153, as modified by Sixth Mortgage Modification recorded in Official Records Book 831, page 1964, and further modified by Seventh Note and Mortgage Modification recorded in Official Records Book 839, page 1804, public records of St. Johns County, Florida. (as to both parcels)

Schedule B-II Continued

7. Mortgage from 800 Acre Investment Partnership, a Florida general partnership, to Landvest, Ltd., a Florida limited partnership, and Sun Bank/North Florida, National Association, as Trustee under Trust Agreement dated the 7th day of December, 1984, Trust No. 60266004, dated December 26, 1985 recorded in Official Records Book 703, page 72, as assigned in Full Assignment of Interest in Mortgage recorded in Official Records Book 738, page 1520, and as further assigned by Partial Assignment of Interest and Mortgage recorded in Official Records Book 738, page 1657, as further assigned in Assignment of Interest and Mortgage recorded in Official Records Book 771, page 542, and additionally assigned in Assignment of Interest and Mortgage recorded in Official Records Book 777, page 240, public records of St. Johns County, Florida. (as to both parcels)
8. Riparian rights and title to that portion of caption property lying below the normal high water mark of various swamps. (as to both parcels)
9. Easements for offsite drainage reserved in Official Records Book 691, page 1312, public records of St. Johns County, Florida. (as to Parcel 2)
10. Covenant Restricting Development of Real Property recorded in Official Records Book 647, page 353, as re-recorded in Official Records Book 695, page 1159, and further modified in Official Records Book 847, page 1438, public records of St. Johns County, Florida. (as to both parcels)
11. Drainage Easement and Shared Maintenance Agreement recorded in Official Records Book 723, page 661, public records of St. Johns County, Florida. (as to Parcel 2)
12. Any trail roads lying within caption property are hereby excepted. (as to both parcels)
13. Access, ingress and egress as to caption Parcel 1 is hereby excepted.