

RESOLUTION NO. 95-138

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING A WARRANTY DEED FOR A LIFT STATION SITE, A BILL OF SALE FOR EQUIPMENT AND AN EASEMENT FOR UTILITIES FROM VCP-COQUINA CROSSING LTD.

WHEREAS, VCP-Coquina Crossing, Ltd. has executed and presented to St. Johns County a Warranty Deed and an Easement for Utilities, attached hereto as Exhibits A and B, incorporated by reference and made a part hereof, conveying a lift station site and the easement for access; and

WHEREAS, a Bill of Sale conveying all the personal property associated with the operation of the described lift station has also been executed and presented and is attached hereto as Exhibit C; and

WHEREAS, St. Johns County's ownership of the lift station better serves the health, safety and welfare of the citizens.

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

1. The acceptance of the lift station site, the easement and the equipment is hereby approved.
2. The Clerk is instructed to record the Warranty Deed, Easement for Utilities, and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 22nd day of August, 1995.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Barbara Ward
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Wenne Carter
Deputy Clerk

5014

- Bill Co -
Lee - 21⁰⁰
Ser - 3⁰⁰
Doc - 7⁰⁰

**GENERAL WARRANTY DEED
(PHASE ONE LIFT STATION SITE)**

June THIS GENERAL WARRANTY DEED, made effective the 30th day of June, 1995, by and between **VCP-COQUINA CROSSING, LTD.**, a Florida limited partnership (the "Grantor"), whose address is 3030 Hartley Road, Suite 100, Jacksonville, Florida 32257, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O Drawer 349, St. Augustine, Florida 32085, (the "Grantee").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors, heirs and assigns, forever, the real property located in St. Johns County, Florida, more particularly described as follows (the "Property"):

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

SUBJECT, HOWEVER, to those matters, if any, referenced on Exhibit B attached hereto and made a part hereof, and subject to the following easement for maintenance reserved by Grantor:

Grantor hereby reserves to itself, its successors, heirs and assigns, forever an easement for construction and maintenance of a concrete block wall around the lift station located on the Property to be constructed by Grantor in accordance with plans and specifications approved by Grantee (the "Wall") and for installation, maintenance and replacement of landscaping on the Property outside the Wall (the "Landscaping"). Grantor shall be solely responsible for maintaining the Landscaping and for painting or resurfacing the exterior of the Wall. Grantee, by acceptance of this deed, hereby accepts responsibility for maintaining the lift station located on the Property and for maintaining the structural integrity of the Wall.

AND, Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all parties whomsoever, except for claims arising under the matters noted on Exhibit B.

Inlet - Y Carter

Recorded in Public Records St. Johns County, FL
Clerk# 95025980 O.R. 1126 PG 918 10:11AM 08/31/95
Recording \$21.00 Surcharge \$3.00 Doc Stamps \$0.70

EXHIBIT A

LEGAL DESCRIPTION

LIFT STATION PARCEL

Part of the West 1/2 of Section 16, Township 8 South, Range 29 East, St. Johns County, Florida, described as follows:

Commencing at the intersection of the west line of said West 1/2 of Section 16 and the southerly right-of-way line of State Road 207 (100 foot right-of-way); thence North 61 degrees 59 minutes 00 seconds East, assumed bearing along said southerly right-of-way line, 856.56 feet to the point of curvature of a curve concave to the northwest having a radius of 2914.93 feet; thence northeasterly 174.86 feet, along said southerly right-of-way line and along said curve, through a central angle of 3 degrees 26 minutes 14 seconds, and a chord bearing North 60 degrees 15 minutes 53 seconds East a chord distance of 174.84 feet; thence South 30 degrees 53 minutes 21 seconds East 139.41 feet; thence South 02 degrees 29 minutes 42 seconds East 38.17 feet; thence South 64 degrees 41 minutes 05 seconds West 52.53 feet; thence South 06 degrees 13 minutes 09 seconds West 81.62 feet; thence South 84 degrees 24 minutes 04 seconds East 41.64 feet; thence South 00 degrees 58 minutes 55 seconds West 127.95 feet; thence South 00 degrees 52 minutes 16 seconds East 293.16 feet; thence South 00 degrees 52 minutes 21 seconds West 22.20 feet; thence South 10 degrees 16 minutes 36 seconds East 100.31 feet; thence South 11 degrees 56 minutes 22 seconds East 95.83 feet; thence South 17 degrees 37 minutes 27 seconds East 482.96 feet; thence South 21 degrees 02 minutes 10 seconds East 381.91 feet; thence South 13 degrees 54 minutes 47 seconds East 318.53 feet; thence North 66 degrees 44 minutes 03 seconds East 416.50 feet to the Point of Beginning of the parcel of land to be described; thence continue North 66 degrees 44 minutes 03 seconds East 40.00 feet to a point on a non-tangential curve concave to the northeast having a radius of 510.00 feet; thence southeasterly 35.01 feet along the arc of said curve through a central angle of 3 degrees 55 minutes 58 seconds and a chord bearing South 23 degrees 07 minutes 07 seconds East a chord distance of 35.00 feet; thence South 66 degrees 44 minutes 03 seconds West 40.00 feet; thence North 23 degrees 07 minutes 07 seconds West 35.00 feet to the Point of Beginning.

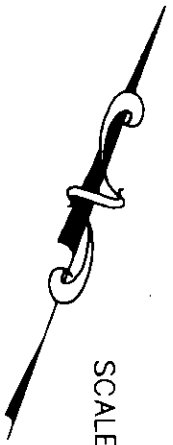
Containing 1393 square feet, more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Non-exclusive easement to Florida Power & Light Company recorded in Official Records Book 1086 at page 960 of the public records of St. Johns County, Florida.
2. Non-exclusive easement in favor of BellSouth Telecommunications, Inc. recorded in Official Records Book 1086 at page 955 of the public records of St. Johns County, Florida.

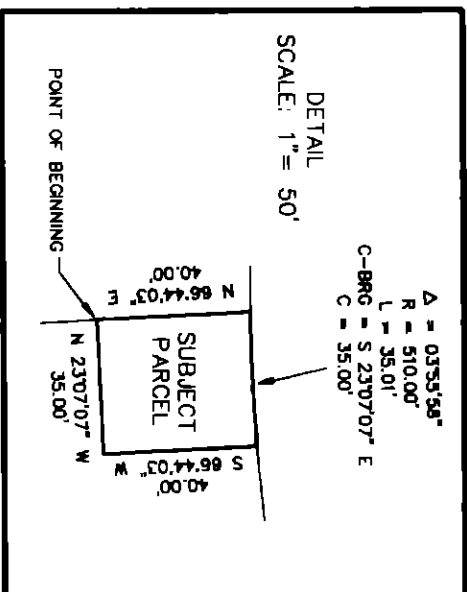
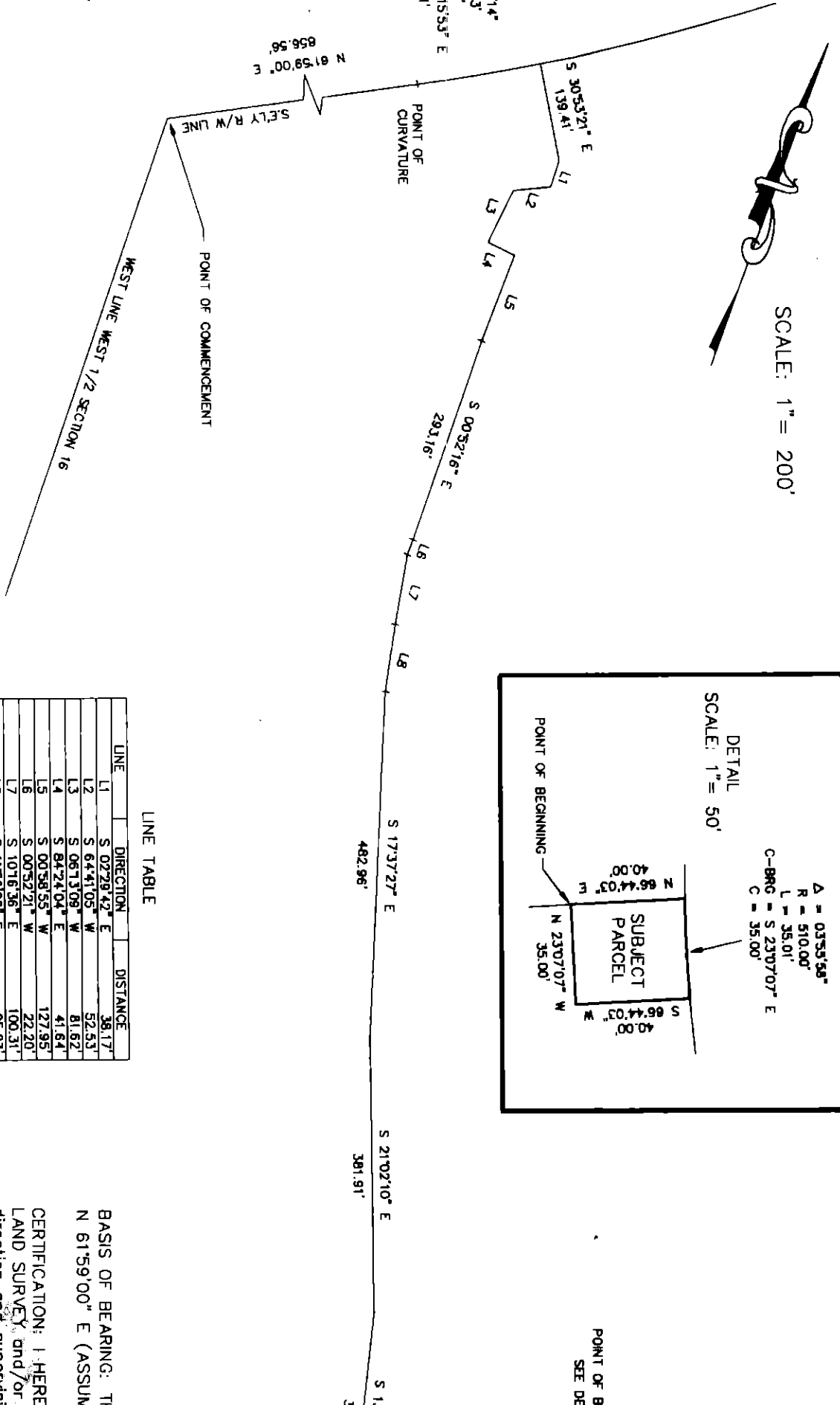
D.O.R. 1126 PG 0922



SCALE: 1" = 200'

Δ = 0328'14"
 R = 2914.93'
 L = 174.86'
 C-BRG = N 60°15'53" E
 C = 174.84'

S.R. 207 (100' R/W)



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 02°29'42" E	38.17'
L2	S 64°41'05" W	52.53'
L3	S 06°13'09" W	81.62'
L4	S 84°24'04" E	41.84'
L5	S 00°58'55" W	127.95'
L6	S 00°52'21" W	22.20'
L7	S 107°6'36" E	100.31'
L8	S 11°56'22" E	95.83'
L9	N 62°20'03" E	55.58'

NOT A BOUNDARY SURVEY

FLORIDA COASTAL SURVEYORS, INC.

1787 OLD MOULTRIE ROAD SUITE 106
 ST. AUGUSTINE, FLORIDA 32086
 (904) 826-0060

SKETCH OF LEGAL DESCRIPTION

LIFT STATION PARCEL

COQUINA CROSS

BASIS OF BEARING: THE
 N 61°59'00" E (ASSUMED)
 CERTIFICATION: I HEREBY
 LAND SURVEY, and/or
 direction and supervise
 requirements of Chapter
 Chapter 61G17-6 of the
 BRIAN A. MILLS, P.L.S.

Bill Co -
Lee - 2900
Sur - 400

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30TH day of June, 1995, by **VCP-COQUINA CROSSING, LTD.,** a Florida limited partnership, with an address of 3030 Hartley Road, Suite 100, Jacksonville, Florida 32257, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and sewer collection system, (including lift stations) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except as set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface

Recorded in Public Records St. Johns County, FL
Clerk# 95025981 O.R. 1126 PG 923 10:11AM 08/31/95
Recording \$29.00 Surcharge \$4.00

In + Ret - Y. Carter

of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee shall execute and deliver to Grantor an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor acknowledges receipt of a letter from its engineer, Gary L. Sneddon of Bessent Hammack & Ruckman, Inc., dated April 16, 1995 concerning certain sewer service laterals and hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to the point of connection with the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining water meters and any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required

to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

VCP-COQUINA CROSSING, LTD., a Florida
limited partnership

By: VCP-COQUINA CROSSING, INC., a
Florida corporation, its general
partner

Raymond E. Smith
Witness

By: ML T. F.
Its: via President

Kristen K. Packard
Witness

Date of Execution 4/30/95

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of June, 1995, by Stephen Franklin, as Vice President of FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association, on behalf of the association.

Kristen K. Packard
(Print Name Kristen K. Packard)
NOTARY PUBLIC
State of FL at Large
Commission # _____
My Commission Expires: _____



KRISTEN K PACKARD
My Commission CG341883
Expires Jan. 13, 1998
Bonded by HAI
800-422-1555

Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives and a ten (10) foot wide strip of land adjacent to such project roads and drives, as measured from the back of curb, if any, or edge of pavement, if there is no curb, lying with the boundaries of the following described property:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 9 AND THAT PART OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 8 SOUTH RANGE, 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID WEST 1/2 OF SECTION 16 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 207 (100 FOOT RIGHT-OF-WAY); THENCE NORTH 61°58'00" EAST, ASSUMED BEARING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 856.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2914.93 FEET; THENCE NORTHEASTERLY, 174.86 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°28'14" AND A CHORD BEARING OF NORTH 60°15'53" EAST, A CHORD DISTANCE OF 174.84 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE SOUTH 30°53'21" EAST, 139.41 FEET; THENCE SOUTH 02°28'42" EAST, 38.17 FEET; THENCE SOUTH 84°41'05" WEST, 62.53 FEET; THENCE SOUTH 08°13'08" WEST, 61.62 FEET; THENCE SOUTH 84°24'04" EAST, 41.64 FEET; THENCE SOUTH 00°58'55" EAST, 127.95 FEET; THENCE SOUTH 00°52'16" EAST, 283.16 FEET; THENCE SOUTH 00°52'21" WEST, 22.20 FEET; THENCE SOUTH 10°16'36" EAST, 100.31 FEET; THENCE SOUTH 11°58'22" EAST, 95.83 FEET; THENCE SOUTH 17°37'27" EAST, 482.98 FEET; THENCE SOUTH 21°02'10" EAST, 381.91 FEET; THENCE SOUTH 13°54'47" EAST, 318.53 FEET; THENCE NORTH 66°44'03" EAST, 441.88 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 628.07 FEET; THENCE SOUTHEASTERLY 17.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°53'26" AND A CHORD BEARING OF SOUTH 22°09'27" EAST FOR A CHORD DISTANCE OF 17.32 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 68.00 FEET; THENCE NORTHEASTERLY, 220.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 281°09'48" AND A CHORD BEARING OF NORTH 84°44'11" EAST FOR A CHORD DISTANCE OF 109.63 FEET; THENCE NORTH 62°20'03" EAST, 66.58 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 306.60 FEET; THENCE SOUTHEASTERLY 296.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°21'03" AND A CHORD BEARING OF SOUTH 60°50'29" EAST FOR A CHORD DISTANCE OF 288.47 FEET; THENCE SOUTH 74°01'00" EAST, TANGENT TO SAID LAST MENTIONED CURVE, 140.84 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 363.60 FEET; THENCE SOUTHEASTERLY 235.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°04'24", AND A CHORD BEARING OF SOUTH 66°28'48" EAST FOR A CHORD DISTANCE OF 231.12 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY 262.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 144°23'51", AND A CHORD BEARING OF NORTH 70°51'29" EAST FOR A CHORD DISTANCE OF 190.42 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 16; THENCE NORTH 01°20'27" WEST, ALONG SAID EAST LINE 2478.49 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 63°17'23" WEST ALONG SAID SOUTH LINE 314.83 FEET; THENCE NORTH 01°07'09" WEST, 1154.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 207; THENCE SOUTH 36°50'00" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 688.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2914.93 FEET; THENCE SOUTHWESTERLY 1165.61 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°42'46" AND A CHORD BEARING SOUTH 47°11'24" WEST FOR A CHORD DISTANCE OF 1147.97 FEET TO THE POINT OF BEGINNING.

The Easement Area shall not include the driveways to individual mobile homes except for the part within ten (10) feet of a project road.

PERMITTED EXCEPTIONS

1. Taxes for the year of 1995 and subsequent years.
2. Easement to Florida Power & Light Company as contained in the instrument, recorded in Deed Book 232, page 584, of the public records of St. Johns County, Florida.
3. Mortgage executed by VCP-Coquina Crossing, Ltd. in favor of First Union National Bank of Florida dated October 24, 1994, recorded in Official Records Book 1078, page 1542, of the public records of St. Johns County, Florida.
4. UCC-1 Financial Statement executed by VCP-Coquina Crossing, Ltd. in favor of First Union National Bank of Florida dated October 24, 1994 recorded in Official Records Book 1078, page 1559, of the public records of St. Johns County, Florida.
5. Non-exclusive easement to Florida Power & Light Company recorded in Official Records Book 1086 at page 960 of the public records of St. Johns County, Florida.
6. Non-exclusive easement in favor of BellSouth Telecommunications, Inc. recorded in Official Records Book 1086 at page 955 of the public records of St. Johns County, Florida.

SCHEDULE A

1. Water distribution system for Phase One of Coquina Crossing consisting of all pipes, fittings, valves, fire hydrants, water services and other components of the water distribution system installed within or serving Phase One of Coquina Crossing, including but not limited to 12" PVC pipe with fittings, 8" PVC pipe with fittings, 6" PVC pipe with fittings, 4" PVC pipe with fittings, 2" PVC pipe with fittings, fire hydrant assemblies, and water services.

2. Sewage collection system for Phase One of Coquina Crossing consisting of all pipes, fittings, valves, pump stations and other components of the sewage collection system installed within or serving Phase One of Coquina Crossing including but not limited to, all sanitary sewer manholes, 10" PVC sewer main, 8" PVC sewer main, 6" PVC sewer services, sewage pump station, wetwell, pumping controls, piping, electrical, water service, backflow prevention device, audible alarm, security light, and wetwell base slab.

BILL OF SALE

UTILITY IMPROVEMENTS / COQUINA CROSSING

Rec-13⁰⁰
Sur-2⁰¹
- Bill Co -

VCP-COQUINA CROSSING, LTD. a Florida limited partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for Phase I of Coquina Crossing located at 3080 State Road 207, Elkton, Florida 32033. Said personal property, fixtures and equipment being more particularly described on the attached Schedule A.

VCP-Coquina Crossing, Ltd. does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, VCP-Coquina Crossing, Ltd. has caused this instrument to be duly executed and delivered by its duly authorized officer on this 30th day of June, 1995.

Signed, Sealed and Delivered in the presence of:

VCP-COQUINA CROSSING, LTD., a Florida limited partnership

By: VCP-COQUINA CROSSING, INC., a Florida corporation, its general partner

Raymond E. Smith
Witness

Kristen K. Packard
Witness

By: ML T. J.
Its: vice President

In. Let - Y. Carter

Recorded in Public Records St. Johns County, FL
Clerk# 95025982 O.R. 1126 PG 930 10:11AM 08/31/95
Recording \$13.00 Surcharge \$2.00

THIS INSTRUMENT WAS PREPARED BY:
John G. Metcalf, Esq.
Pappas Metcalf & Jenks, P.A.
200 West Forsyth Street
Suite 1400
Jacksonville, Florida 32202-4327

Rec-13⁰⁰
Sur-2⁰⁰
- Bill Co -

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association (the "Mortgagee"), is the owner and holder of that certain Mortgage and Security Agreement (the "Mortgage") executed by VCP-COQUINA CROSSING, LTD. (the "Mortgagor"), in favor of Mortgagee dated October 25, 1994, and recorded in Official Records Book 1078, Page 1542, of the public records of St. Johns County, Florida, and UCC-1 Financing Statement executed by Mortgagor in favor of Mortgagee dated October 24, 1994 and recorded in Official Records Book 1078, page 1559 of the public records of St. Johns County, Florida (the "UCC-1"), and Mortgagee has been requested to release the property more particularly described on the attached Exhibit A (the "Property") from the lien and operation of the Mortgage and UCC-1.

NOW, THEREFORE, Mortgagee, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, does hereby forever release, exonerate and discharge the Property from the lien, operation, force and effect of the Mortgage and UCC-1.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to reassign, release, exonerate or discharge any other property than the Property from the lien, operation, force or effect of the Mortgage and UCC-1, nor from any rights, remedies or privileges of the Mortgagee therein.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed this 20th day of June, 1995.

Signed, sealed and delivered in the presence of:

FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association

Bernard E. Smith
BERNARD E. SMITH
Please Print

By Stephen Franklin
Its: Vice President

Kristen K. Packard
Kristen K. Packard
Please Print

Recorded in Public Records St. Johns County, FL
Clerk# 95025983 O.R. 1126 PG 933 10:11AM 08/31/95
Recording \$13.00 Surcharge \$2.00

In + Ret - V. Carter

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of June, 1995, by Stephen Franklin, as Vice President of FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association, on behalf of the association.

Kristen K. Packard
(Print Name Kristen K. Packard)
NOTARY PUBLIC
State of FL at Large
Commission # _____
My Commission Expires: _____

KRISTEN K PACKARD
My Commission CC341883
Expires Jan. 13, 1998
Bonded by HAI
800-422-1555

Personally Known
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

LEGAL DESCRIPTION

LIFT STATION PARCEL

Part of the West 1/2 of Section 16, Township 8 South, Range 29 East, St. Johns County, Florida, described as follows:

Commencing at the intersection of the west line of said West 1/2 of Section 16 and the southerly right-of-way line of State Road 207 (100 foot right-of-way); thence North 61 degrees 59 minutes 00 seconds East, assumed bearing along said southerly right-of-way line, 856.56 feet to the point of curvature of a curve concave to the northwest having a radius of 2914.93 feet; thence northeasterly 174.86 feet, along said southerly right-of-way line and along said curve, through a central angle of 3 degrees 26 minutes 14 seconds, and a chord bearing North 60 degrees 15 minutes 53 seconds East a chord distance of 174.84 feet; thence South 30 degrees 53 minutes 21 seconds East 139.41 feet; thence South 02 degrees 29 minutes 42 seconds East 38.17 feet; thence South 64 degrees 41 minutes 05 seconds West 52.53 feet; thence South 06 degrees 13 minutes 09 seconds West 81.62 feet; thence South 84 degrees 24 minutes 04 seconds East 41.64 feet; thence South 00 degrees 58 minutes 55 seconds West 127.95 feet; thence South 00 degrees 52 minutes 16 seconds East 293.16 feet; thence South 00 degrees 52 minutes 21 seconds West 22.20 feet; thence South 10 degrees 16 minutes 36 seconds East 100.31 feet; thence South 11 degrees 56 minutes 22 seconds East 95.83 feet; thence South 17 degrees 37 minutes 27 seconds East 482.96 feet; thence South 21 degrees 02 minutes 10 seconds East 381.91 feet; thence South 13 degrees 54 minutes 47 seconds East 318.53 feet; thence North 66 degrees 44 minutes 03 seconds East 416.50 feet to the Point of Beginning of the parcel of land to be described; thence continue North 66 degrees 44 minutes 03 seconds East 40.00 feet to a point on a non-tangential curve concave to the northeast having a radius of 510.00 feet; thence southeasterly 35.01 feet along the arc of said curve through a central angle of 3 degrees 55 minutes 58 seconds and a chord bearing South 23 degrees 07 minutes 07 seconds East a chord distance of 35.00 feet; thence South 66 degrees 44 minutes 03 seconds West 40.00 feet; thence North 23 degrees 07 minutes 07 seconds West 35.00 feet to the Point of Beginning.

Containing 1393 square feet, more or less.