

RESOLUTION NO. 87-220

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

WHEREAS, William H. Hall and Calvin H. Hudson and Ellen L. Hudson, his wife, as owners, have tendered two Corrective Warranty Deeds, dated September 14, 1987, to the Board of County Commissioners of St. Johns County, Florida conveying to the County the lands described therein for a golf course and related uses one of which contains reverter and other special conditions.

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

Section 1. The above described Corrective Warranty Deeds are hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13 day of October, 1987.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Phillip L. Lydon
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: Cheryl Kent
Deputy Clerk

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
501 Atlantic Bank Building
St. Augustine, Florida 32084

87 25593

CORRECTIVE WARRANTY DEED

THIS INDENTURE, Made this 14 day of September, 1987, Between WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, Grantors, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 300, St. Augustine, Fla. 32084, of the County of St. Johns and State of Florida, Grantee.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land situate, lying and being in St. Johns County, Florida, to-wit:

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

THIS CORRECTIVE WARRANTY DEED IS BEING EXECUTED AND RECORDED IN ORDER TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION OF PARCEL D-1 CONTAINED ON EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 756, PAGES 1098 THROUGH 1099, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

John David S. Jeffers
Sandy M. Clifton

William H. Hall
William H. Hall
Calvin H. Hudson
Calvin H. Hudson
Ellen L. Hudson
Ellen L. Hudson

STATE OF FLORIDA

COUNTY OF Duval

I HEREBY CERTIFY that on this day before me personally appeared WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September, 1987.

Documentary Tax Pd. \$.55
\$ 0 Intangible Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By: am D.C.

Laura Prockel
Notary Public, State of Florida
My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 20, 1991
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 20, 1991
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Exhibit "A"

PARCEL D-1 (Utility)

That part of Sections 9 and 16, Township 8 South, Range 29 East,
St. Johns County, Florida described as follows:

Beginning at the northeast corner of said Section 16; thence South 1 degrees 23 minutes 54 seconds East assumed bearing along the east line of said Section 16, a distance of 1222.60 feet; thence North 40 degrees 04 minutes 45 seconds West 182.23 feet; thence North 14 degrees 13 minutes 22 seconds West 732.06 feet; thence North 52 degrees 00 minutes 00 seconds West 590.00 feet; thence South 88 degrees 16 minutes 50 seconds West 200.00 feet; thence North 63 degrees 06 minutes 37 seconds West 382.13 feet; thence North 88 degrees 16 minutes 50 seconds East 1268.82 feet to the intersection with the east line of said Section 9; thence South 1 degree 23 minutes 54 seconds East, along said east line of Section 9, a distance of 195.01 feet to the point of beginning. Except therefrom the North and East 40.00 feet thereof.

Containing 10.00 acres more or less.

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



1987 SEP 18 PM 12:10

Carl "Bud" Mantel
CLERK OF CIRCUIT COURT

87 25594

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
501 Atlantic Bank Building
St. Augustine, Florida 32084

CORRECTIVE WARRANTY DEED

O.R. 757 PG 1441

THIS INDENTURE, Made this 14 day of September, 1987, Between WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, Grantors, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 300, St. Augustine, FLA. 32084, of the County of St. Johns and State of Florida, Grantee.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land situate, lying and being in St. Johns County, Florida, to-wit:

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

THIS CORRECTIVE WARRANTY DEED IS BEING EXECUTED AND RECORDED IN ORDER TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION OF PARCEL D-2 ON PAGES 1 AND 2 OF EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 756, PAGES 1104 THROUGH 1114, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

SUBJECT TO THOSE MATTERS CONTAINED ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

John Dana S. Lyles
Harvey M. Clifton

William H. Hall
William H. Hall
Calvin H. Hudson
Calvin H. Hudson
Ellen L. Hudson
Ellen L. Hudson

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me personally appeared WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September, 1987.

Documentary Tax Pd. \$.55
\$ e Intangible Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By: amm D.C.

Laura Brockish
Notary Public, State of Florida
My Commission Expires: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 20, 1991
BOND BY NOTARY PUBLIC UNDERWRITERS

O.R. 757 PG 1442

PARCEL D-2 (Golf Course)

That part of Sections 9 and 16, Township 8 South, Range 29 East, St. Johns County, Florida described as follows:

Commencing at the northeast corner of said Section 16; thence South 1 degree 23 minutes 54 seconds East assumed bearing along the east line of said Section 16, a distance of 1349.99 feet; thence South 88 degrees 36 minutes 06 seconds West 35.00 feet; thence North 55 degrees 38 minutes 40 seconds West 6.16 feet to the point of beginning of the land to be described; thence continue North 55 degrees 38 minutes 40 seconds West, 147.87 feet; thence South 70 degrees 56 minutes 49 seconds West, 171.53 feet to a point on a curve concave to the left having a radius of 3258.10 feet; thence northwesterly along the arc of said curve passing through a central angle of 00 degrees 36 minutes 55 seconds subtended by a chord bearing and distance of North 19 degrees 21 minutes 39 seconds West, an arc length of 35.00 feet; thence North 70 degrees 56 minutes 49 seconds East, 130.00 feet; thence northwesterly along the arc of a curve concave to the left having a radius of 3388.09 feet passing through a central angle of 09 degrees 41 minutes 56 seconds, subtended by a chord bearing and distance of North 24 degrees 29 minutes 37 seconds West, 572.85 feet, an arc length of 573.53 feet to a point of curvature of a curve concave to the left having a radius of 1081.64 feet; thence northwesterly along the arc of said curve passing through a central angle of 11 degrees 26 minutes 22 seconds, subtended by a chord bearing and distance of North 35 degrees 03 minutes 49 seconds West, 215.60 feet, an arc length of 215.96 feet; thence South 49 degrees 13 minutes 00 seconds West, 130.00 feet; thence northwesterly along the arc of a curve concave to the left having a radius of 951.64 feet, passing through a central angle of 11 degrees 56 minutes 34 seconds, subtended by a chord bearing and distance of North 46 degrees 45 minutes 17 seconds West, 198.00 feet, an arc length of 198.36 feet; thence North 37 degrees 16 minutes 26 seconds East, 127.13 feet; thence North 60 degrees 19 minutes 12 seconds West, 236.08 feet; thence North 35 degrees 31 minutes 58 seconds West, 60.18 feet; thence North 79 degrees 08 minutes 22 seconds West, 319.94 feet; thence South 06 degrees 00 minutes 30 seconds West, 135.00 feet; thence westerly along the arc of a curve concave to the left having a radius of 1000.92 feet, passing through a central angle of 07 degrees 43 minutes 40 seconds, subtended by a chord bearing and distance of North 87 degrees 51 minutes 20 seconds West, 134.9 feet, an arc length of 135.00 feet; thence North 01 degrees 43 minutes 10 seconds West, 135.00 feet; thence South 88 degrees 16 minutes 50 seconds West, 290.00 feet; thence North 68 degrees 41 minutes 16 seconds West, 88.60 feet; thence south 21 degrees 07 minutes 43 seconds West, 135.00 feet; thence northwesterly along an arc of a curve concave to the right having a radius of 576.77 feet, passing through a central angle of 09 degrees 16 minutes 14 seconds, subtended by a chord bearing and distance of North 64 degrees 14 minutes 10 seconds West, 93.22 feet, an arc length of 93.32 feet to a point of tangency; thence North 59 degrees 36 minutes 03 seconds West, 40.98 feet to a point of curvature of a curve concave to the right having a radius of 25.00 feet; thence northerly along the arc of said curve passing through a central angle of 92 degrees 45 minutes 50 seconds, subtended by a chord bearing and distance of North 13 degrees 13 minutes 07 seconds West, 36.20 feet, an arc length of 40.48 feet to a point of tangency; thence North 33 degrees 09 minutes 48 seconds East, 46.92

Exhibit "A", Page 2

feet to a point of curvature of a curve concave to the left having a radius of 777.81 feet; thence northeasterly along the arc of said curve passing through a central angle of 18 degrees 32 minutes 27 seconds, subtended by a chord bearing and distance of North 23 degrees 53 minutes 35 seconds East, 250.60 feet, an arc length of 251.70 feet; thence North 88 degrees 16 minutes 50 seconds East 637.63 feet; thence south 63 degrees 06 minutes 37 seconds East 298.60 feet; thence North 88 degrees 16 minutes 50 seconds East 200.00 feet; thence South 52 degrees 00 minutes 00 seconds East 590.00 feet; thence South 14 degrees 13 minutes 22 seconds East 732.06 feet; thence South 40 degrees 04 minutes 45 seconds East 118.22 feet, to the intersection with a line that is 40.00 feet West of as measured at right angles to the east line of said Section 16; thence South 1 degrees 23 minutes 54 seconds East, parallel with said east line, 173.75 feet to the point of beginning.

Containing 15.79 acres more or less.

Exhibit "B"

1. A right of first refusal hereby reserved by Grantor in favor of the Grantor and/or Homeowners' Association formed by the Grantor to manage the properties within the Cypress Lakes Planned Unit Development, (formerly known as Global Shelter PUD) to purchase the real property conveyed herein upon the same terms and conditions as those contained in any bona fide offer to purchase same received by the Grantee from a third party. A "bona fide offer" is defined as a written offer to purchase executed by a prospective purchaser, accompanied by a deposit of cash or certified funds in an amount of at least ten percent (10%) of the purchase price.

2. A right of first refusal hereby reserved by Grantor in favor of the owners of residential units within the Cypress Lakes Planned Unit Development, for a period of ten (10) years following initial commencement of operation of the golf course, to purchase up to 50% of the total golf course memberships, for their own use only, in the event the real property conveyed herein is conveyed by the Grantee to a third party and used as a golf course.

3. Grantee and Grantor agree to timely adjust the boundaries of the property conveyed herein as golf course land by corrective warranty deed to conform to the final golf course design. In that event the Grantor shall provide Grantee with satisfactory evidence of title pertaining to the adjusted boundary.

4. A right of reverter hereby reserved by the Grantor, whereby if the Grantee, after diligently pursuing construction of the golf course to be constructed on the property conveyed herein, has not substantially completed same by December 31, 1988, and has not made provision to complete same within a reasonable time thereafter, title to all golf course lands conveyed to Grantee by Grantor pursuant to this Warranty Deed shall revert to Grantor or their assigns upon delivery to Grantee, within sixty (60) days of such date, of written notice of Grantor's intent to exercise the reverter and upon payment to Grantee of Restitution as hereinafter defined. Upon reversion of title to Grantor or their assigns as provided herein, all liability of Grantee and Grantor under that certain Agreement executed by the parties dated as of December 16, 1986, pertaining to the golf course and under this warranty deed shall terminate and neither Grantor nor Grantee shall have any rights or causes of action against the other by reason thereof.


"Restitution" shall mean: Payment to Grantee of a sum equal to the total of all direct costs incurred by Grantee in improving the said golf course lands as contemplated by the terms of the above referenced Agreement, as represented by paid invoices and bills for labor, services, equipment and materials furnished in improving the lands as contemplated by the terms of the above referenced Agreement, including expenses incurred in designing, constructing and surveying the golf course and in obtaining all necessary permits from the Department of Environmental Regulation and St. Johns River Water Management District in connection with designing the golf course and designing and engineering the golf course drainage system. Indirect costs paid by the Grantee in order to obtain financing, feasibility studies, and the like, including all expenses, excepting design costs, incurred by the Grantee prior to December 16, 1986, shall not be considered direct costs for the purposes of this paragraph.

In the event restitution is paid pursuant to the terms hereof, Grantee shall assign and deliver to Grantor, within fifteen (15) days following payment of restitution, all surveys, architectural reports and drawings and engineering drawings and permits concerning the golf course lands, without requiring Grantor to pay additional compensation to Grantee or any of its agents or employees.

Grantor shall pay the sums due the Grantee as restitution, in cash, within sixty (60) days following delivery by the Grantee of written evidence of all direct costs incurred in improving said golf course lands as contemplated by the above paragraphs.

Upon timely notice and payment of restitution in accordance with the above paragraph, the Grantee shall furnish the Grantor or their assigns with a written receipt, in recordable form, acknowledging timely receipt of the notice and the restitution provided for herein.

Grantee, by its acceptance of this Warranty Deed, does hereby agree to the terms and provisions of this Exhibit "B".

VERIFIED BY


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

1987 SEP 18 PM 12:10

Carl "Bud" Markel
CLERK OF CIRCUIT COURT