

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

RESOLUTION NO. 88-225

WHEREAS, Marsh Pointe Limited Partnership, as Owner, has applied to the Board of County Commissioners of St. Johns County, Florida, for approval to record a subdivision plat known as Marsh Pointe Patio Homes at Marsh Landing Unit Fifteen and,

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

Section 1. The above-described subdivision plat is conditionally approved by the Board of County Commissioners of St. Johns County, Florida, subject to Section #6.

Section 2.

This approval shall not be deemed to require construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County.

Section 3. The Construction Bond is waived.

Section 4. The Warranty Bond is waived.

Section 5. The Clerk is instructed to file the title OPINION.

Section 6. The approval described in Sections 1 and 2 shall not take effect until the plat has been signed by each of the following departments, persons or offices:

- a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida
- b) County Attorney
- c) County Planning Department or Office
- d) County Zoning Department or Office
- e) Clerk of Courts

The Clerk shall not sign or accept the plat for recording until it has been signed by each of the above persons or entities described in a) through d) above and the construction bond unless waived, has been delivered to the Clerk. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein, shall be deemed to have occurred.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 9th day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Lawrence C. Hartley
Its Chairman

Carl "Bud" Markel, Clerk

ATTEST: Larry McDonald
Deputy Clerk

GALLAGHER, BAUMER, MIKALS, BRADFORD, CANNON & WALTERS

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SHARON STRAYER LEARCH
ELLEN F. M. POSNER
MARK G. ALEXANDER
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56381 LAW JAX

TELECOPIER
(904) 358-1872

July 26, 1988

St. Johns County Board of Commission
c/o James G. Sisco, Esquire
P. O. Box 1533
St. Augustine, Florida 32084

Re: Proposed Plat of Marsh Pointe Patio Homes at Marsh
Landing, Unit Fifteen

Dear Sir:

The undersigned law firm represents MarshPointe Limited Partnership and based upon the title certificate prepared by Title Insurance Company of Minnesota, File No. 5588-435 which was prepared by a search of the public records of St. Johns County, Florida, through July 21, 1988, to the extent the same are maintained in the office of the Clerk of the Court, on the property described in the caption of the proposed plat of Marsh Pointe Patio Homes at Marsh Landing Unit Fifteen and as more particularly described in the attached legal description and it is our opinion that recod title to said land is in the name of MarshPointe Limited Partnership. The property is subject to the following.

1. Covenants and Reservations contained in the Warranty Deed between M. L. Partnership and MarshPointe Limited Partnership, recorded in Official Records Book 769, page 626, of the public records of St. Johns County, Florida, a copy of which is attached hereto.
2. Marketing Agreement between Fletcher Land Corporation and Arvida Corporation, a memorandum of which is recorded in Official Records Book 450, page 743, as

amended by First Amendment to Marketing Agreement dated September 29, 1983, as further amended by Second Amendment to Marketing Agreement, a memorandum of which is recorded in Official Records Book 634, page 645, as further amended by Amended and Restated Marketing Agreement recorded in Official Records Book 773, page 527, of the public records of St. Johns County, Florida.

3. Easement granted to Jacksonville Electric Authority recorded in Official Records Book 298, page 793, of the public records of St. Johns County, Florida.
4. Assignment of Easement from Jacksonville Electric Authority to the City of Jacksonville Beach recorded in Official Records Book 436, page 103, of the public records of St. Johns County, Florida.
5. Easement granted to M. L. Partnership by Marsh Landing Venture, Ltd. and Marsh Landing Business Park, Ltd., recorded in Official Records Book 657, page 1360, of the public records of St. Johns County, Florida.
6. Declaration of Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Book 524, page 49, and amendments thereto recorded in Official Records Book 534, page 613 and Official Records Book 536, page 595 and Official Records Book 657, page 1354, and Official Records Book 660, page 74 and Official Records Book 769, page 624, all in the current public records of St. Johns County, Florida, as to all parcels.
7. Easement for utilities given to the City of Jacksonville Beach and recorded in Official Records Book 528, page 753, of the public records of St. Johns County, Florida.
8. Waiver of Right of First Refusal, Consent and Release of Lien between Arvida Corporation and St. Johns Utilities, Inc. recorded in Official Records Book 538, page 56, of the public records of St. Johns County, Florida.
9. Utility Service Agreement between St. Johns Utilities, Arvida Corporation, and Fletcher Land

Corporation, a memorandum of which is recorded in Official Records Book 538, page 37, of the public records of St. Johns County, Florida.

10. Easement for ingress and egress and underground utilities over and across the property described in Declaration of Easement recorded December 28, 1987 in Official Records Book 768, page 1626, of the public records of St. Johns County, Florida.
11. Buffer Zone Restrictive Covenant recorded in Official Records Book 769, page 631, of the public records of St. Johns County, Florida.
12. UCC-1 Financing Statement in favor of Shenandoah Federal Savings Bank recorded in Official Records Book 769, page 656, of the public records of St. Johns County, Florida.
13. Memorandum of Selling Bonus between M. L. Partnership and MarshPointe Limited Partnership recorded in Official Records Book 769, page 635, of the public records of St. Johns County, Florida.
14. Subordination Agreement with respect to Memorandum of Selling Bonus recorded in Official Records Book 769, page 680, of the public records of St. Johns County, Florida.
15. UCC-1 Financing Statement in favor of M. L. Partnership recorded in Official Records Book 769, page 677, of the public records of St. Johns County, Florida.
16. Mortgage given to Shenandoah Federal Savings Bank from MarshPointe Limited Partnership, securing an original principal indebtedness of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) recorded in Official Records Book 769, page 640, of the public records of St. Johns County, Florida.
17. Mortgage given to M. L. Partnership from MarshPointe Limited Partnership, securing an original principal indebtedness of One Million One Hundred Thousand Dollars (\$1,100,000.00) recorded in Official Records Book 769, page 668, of the public records of St. Johns County, Florida.

18. Memorandum of Option and Right of First Refusal between M L. Partnership and MarshPointe Limited Partnership recorded in Official Records Book 769, page 659, of the public records of St. Johns County, Florida.

Taxes for the year 1987 are paid in full.

This certificate is issued solely for the purpose of complying with Section 177.041, Florida Statutes, St. Johns County Ordinance No. 78-38 as amended from time to time.

GALLAGHER, BAUMER, MIKALS,
BRADFORD, CANNON & WALTERS, P. A.



Linda Connor Kane

LCK:sda
Attachment

MLHLETTER

CAPTION A PART OF GOVERNMENT LOT 11, SECTION 17, AND A PART OF GOVERNMENT LOT 2, SECTION 20,
ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE
SOUTHERLY RIGHT OF WAY LINE OF MARSH VIEW COURT WITH THE WESTERLY RIGHT OF WAY LINE OF BRIDLE WAY,
BOTH AS ESTABLISHED BY MARSH LANDING AT SAWGRASS UNIT NINE, AS RECORDED IN MAP BOOK 17, PAGES 68
THROUGH 92 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.31°22'23"E., ALONG SAID WESTERLY RIGHT OF
WAY LINE OF BRIDLE WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 1444.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A
CHORD BEARING OF N.32°35'56"E. AND A CHORD DISTANCE OF 61.80 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTHEASTERLY ALONG SAID CURVE, A CHORD BEARING OF N.42°14'03"E. AND A CHORD
DISTANCE OF 422.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID WESTERLY
RIGHT OF WAY LINE, N.50°38'36"E. A DISTANCE OF 66.41 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE
NORTHWESTERLY HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A
CHORD BEARING OF N.42°59'47"E. AND A CHORD DISTANCE OF 71.66 FEET; THENCE N.89°03'44"W. A DISTANCE
OF 320.00 FEET; THENCE S.37°26'57"W. A DISTANCE OF 351.36 FEET; THENCE S.08°13'00"W. A DISTANCE OF
101.93 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 187.00 FEET; THENCE
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.40°38'04"E. AND A CHORD DISTANCE OF
60.77 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE
NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S.71°00'36"E. AND A CHORD DISTANCE OF
32.56 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF N.70°40'18"E. AND A CHORD DISTANCE
OF 24.52 FEET; THENCE N.73°00'50"E. A DISTANCE OF 69.47 FEET TO THE POINT OF BEGINNING. CONTAINING
2.48 ACRES MORE OR LESS.

87 31227

RECORDS AND DEEDS DIVISION

O.R. 769 PA 0626

WARRANTY DEED

THIS INDENTURE, made this 30th day of December, A.D. 1987, BETWEEN M.L. Partnership, a joint venture, ("Grantor") and MarshPointe Limited Partnership, a Maryland limited partnership, having a post office address of Three Bethesda Metro Center, Suite 659, Bethesda, Maryland, 20814 ("Grantee").

WITNESSETH: that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledge, has granted, bargained and sold to the said Grantee, its heirs and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH riparian and/or littoral rights and title to any portion of the land lying below the normal high water line of all Marshes, Tidal Flats and Creeks and any portion of the Land within the Wetland Jurisdictional Line as established by the U.S. Army Corps of Engineers or the Florida Department of Environmental Regulation thereunto properly appertaining, such conveyance of riparian and littoral rights and such portions of the land not being covered by the warranties of title hereinafter contained in this deed.

Grantor hereby makes to the lands described on Exhibit "A" the allocation of residential density as set forth in Exhibit "B" attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes and Assessments levied subsequent to December 31, 1987;
2. Marketing Agreement between Fletcher Land Corporation and Arvida Corporation, a memorandum of which is recorded in Official Records Volume 450, page 743, as amended by First amendment to Marketing Agreement dated September 29, 1983, as further amended by Second Amendment recorded in Official Records Volume 634, page 645, public records of St. Johns County, Florida.
3. Easement to Jacksonville Electric Authority recorded in Official Records Volume 298, page 793, public records of St. Johns County, Florida.
4. Grant of Easement for ingress, egress and utilities recorded in Official Records Volume 657, page 1360, public records of St. Johns County, Florida.
5. Declaration of Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Volume 524, page 49, and amendments thereto recorded in Official Records Volume 514, page 613 and Official Records Volume 536, page 595, and Official Records Volume 657 at page 1354, and Official Records Volume 660, page 74, all in the current public records of St. Johns County, Florida, as to all parcels.
6. Easement for utilities given to the City of Jacksonville Beach and recorded in Official Records Volume 520, page 753, public records of St. Johns County, Florida.

RECORDED BY 11,550.00
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7. Utility Agreement between St. Johns Utilities, Arvida Corporation and Fletcher Land Corporation recorded in Official Records Volume 538, page 37, public records of St. Johns County, Florida.

8. Easement for ingress and egress and underground utilities over and across the property described in Declaration of Easement recorded December 28, 1987 in Official Records Volume 768, page 1626, public records of St. Johns County, Florida.

10. SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS ON USE AND DEVELOPMENT:

(a) Without Grantor's written consent, the maximum allowable density which may be constructed on the real property is (i) patio homes/zero lot line houses or any other form of detached houses - 3 units per buildable acre; and (ii) townhouses or any other form of attached residential housing - 4 units per buildable acre.

(b) Without Grantor's written consent, all first floor elevations of residential dwelling units constructed on the land (except floors which do not contain habitable space such as garages and patios) will be constructed at a minimum of four feet (4') above existing grade elevation.

(c) Grantee agrees to comply with the terms of the Development of Regional Impact Order (DRIO) for Caballos del Mar, as amended, the Planned Unit Development Ordinance (PUD) and all environmental permits affecting the land conveyed hereby and agrees to comply with all consumer protection ordinances, statutes and regulations applicable to such land, the sale of the land or the sale of products constructed thereon.

(d) Grantee, by acceptance of this deed, acknowledges that a breach of the restrictive covenant contained in this Deed by it would result in irreparable damage to Grantor and that the remedy at law for enforcement of the covenants contained herein is inadequate and it specifically consents to the enforcement of the restriction by action for specific performance.

(e) The foregoing restriction is for the sole benefit of the Grantor and its successors in title to its adjoining land. Subject to the foregoing limitation, the benefits and burdens of the covenants and restrictions shall run with the land and inure to the successors and assigns of the parties.

(f) The foregoing restriction may be released in whole or in part at any time by the Grantor by instrument in writing recorded in the public records of St. Johns County, Florida.

(g) The covenants and restrictions hereinabove imposed shall remain in full force and effect for a period of fifty (50) years after the recordation of this instrument in the public records of St. Johns County, Florida.

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

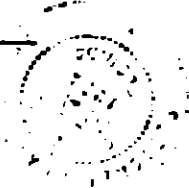
Signed, sealed and delivered in the presence of:

M.L. PARTNERSHIP,
a joint venture
By: Marsh Landing Venture, Ltd.
a Florida limited
partnership, General Partner

By: Fletcher Realty II, Inc.
A General Partner

Susan O. Bath
John S. Duester

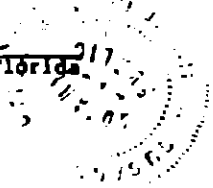
By: *Stephen D. McElhinney*
Its *vice* President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of December, 1987 by Stephen D. McElhinney as Vice President of FLETCHER REALTY II, INC., as General Partner of Marsh Landing Venture, Ltd., a Florida limited partnership, a General Partner of M.L. PARTNERSHIP, a joint venture, on behalf of the joint venture.

Susan O. Bath
Notary Public, State of Florida
My Commission Expires:



PARCEL NO. 1:

A PART OF GOVERNMENT LOT 11, SECTION 17, AND A PART OF GOVERNMENT LOT 2, SECTION 20, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF MADSON VIEW COURT WITH THE WESTERLY RIGHT OF WAY LINE OF BRIDLE WAY, BOTH AS ESTABLISHED BY MAPS LANDING AT SAWGRASS UNIT NINE, AS RECORDED IN MAP BOOK 17, PAGES 88 THROUGH 92 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N. 31° 22' 31" E., ALONG SAID WESTERLY RIGHT OF WAY LINE OF BRIDLE WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1444.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 41° 00' 39" E., AND A CHORD DISTANCE OF 403.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 50° 10' 36" E., CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 64.41 FEET TO THE POINT OF CLOSURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 62° 59' 07" E., AND A CHORD DISTANCE OF 73.04 FEET TO A POINT WHERE THE BOUNDARY HEREIN BEING DESCRIBED LEAVES SAID WESTERLY RIGHT OF WAY LINE; THENCE N. 09° 03' 44" W., A DISTANCE OF 812.30 FEET; THENCE N. 34° 34' 37" W., A DISTANCE OF 144.33 FEET; THENCE S. 39° 57' 32" W., A DISTANCE OF 126.46 FEET; THENCE S. 23° 22' 06" W., A DISTANCE OF 56.06 FEET; THENCE S. 33° 12' 19" W., A DISTANCE OF 100.55 FEET; THENCE S. 04° 24' 32" W., A DISTANCE OF 53.01 FEET; THENCE S. 16° 14' 21" W., A DISTANCE OF 100.46 FEET; THENCE S. 27° 44' 39" W., A DISTANCE OF 35.25 FEET; THENCE S. 54° 43' 7" E., A DISTANCE OF 626.34 FEET; THENCE N. 31° 22' 31" E., A DISTANCE OF 191.32 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PART OF GOVERNMENT LOTS 8 AND 11, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF PINECREST ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 144, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N. 06° 11' 52" W., ALONG THE WEST LINE OF SAID PINECREST ESTATES, A DISTANCE OF 625.00 FEET; THENCE S. 09° 48' 00" W., DEPARTING SAID WEST LINE, A DISTANCE OF 370.43 FEET TO THE POINT OF BEGINNING; THENCE S. 00° 02' 30" E., A DISTANCE OF 199.07 FEET; THENCE S. 12° 04' 52" W., A DISTANCE OF 1819.00 FEET; THENCE N. 04° 03' 04" W., A DISTANCE OF 244.16 FEET; THENCE S. 14° 51' 39" W., A DISTANCE OF 524.00 FEET; THENCE N. 59° 06' 08" W., A DISTANCE OF 113.00 FEET; THENCE S. 37° 43' 24" E., A DISTANCE OF 179.75 FEET; THENCE N. 53° 25' 33" E., A DISTANCE OF 99.00 FEET; THENCE N. 37° 02' 45" W., A DISTANCE OF 320.00 FEET; THENCE S. 09° 15' 07" E., A DISTANCE OF 754.00 FEET; THENCE N. 04° 03' 10" E., A DISTANCE OF 304.07 FEET; THENCE N. 04° 34' 30" E., A DISTANCE OF 167.77 FEET; THENCE S. 00° 02' 30" E., A DISTANCE OF 335.13 FEET TO THE POINT OF BEGINNING.

O.R. 769 PB 0630

EXHIBIT "B"

ALLOCATION OF RESIDENTIAL UNITS
DENSITY PER ACRE TO LANDS DESCRIBED
ON EXHIBIT "A"

The Grantor hereby allocates to the lands described on Exhibit "A" to this Deed under the Development of Regional Impact Order (DRI) for Caballos del Mar, as amended, and the Planned Unit Development (PUD) applicable to said lands the right to construct residential dwelling units as follows:

1. 4 units per buildable acre for townhouses.
2. 3 units per buildable acre for patio homes.

PLC/ML/EXB

RECORDED 01 17 00