

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

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 at Marsh Landing and, Unit Sixteen

WHEREAS, the Owner and Mortgagee have dedicated certain roads, streets, easements, rights-of-way or other areas as shown on the subdivision plat for the uses and purposes thereon stated,

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. The dedicated roads, streets, easements, rights-of-way and other areas shown on the plat are conditionally accepted by the Board of County Commissioners of St. Johns County on behalf of the beneficiaries to the dedication. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County. This acceptance is subject to Section #6.

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 and acceptance 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-man 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 and acceptances 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 25th day of May, 1989.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Ray Walker
Its Chairman

ATTEST: Connie E. McDaniel
Deputy Clerk

GALLAGHER. BAUMER. MIKALS. BRADFORD. CANNON & WALTERS

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May 18, 1989

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 at Marsh
Landing, Unit Sixteen

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. 5588-720 which was prepared by a search of the public records of St. Johns County, Florida, through May 10, 1989, 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 at Marsh Landing Unit Sixteen and as more particularly described in the attached legal description and it is our opinion that record 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. Amended and Restated Marketing Agreement recorded in Official Records Book 773, page 527, as 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.

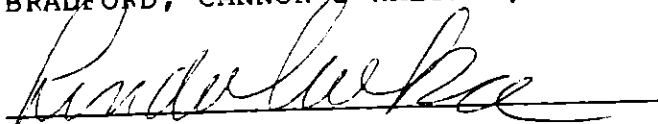
4. Assignment of Easement from Jacksonville Electric Authority to the City of Jacksonville Beach recorded in Official Records Book 436, page 103, of the public records of St. Johns County, Florida.
5. Easement granted to M. L. Partnership by Marsh Landing Venture, Ltd. and Marsh Landing Business Park, 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 660, page 64, 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. 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. 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. 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.
10. Buffer Zone Restrictive Covenant recorded in Official Records Book 769, page 680, as amended in First Amendment to Agreements between M. L. Partnership and Marshointe Limited Partnership recorded in Official Records Book 794, page 560 of the public records of St. Johns County, Florida.

11. Memorandum of Selling Bonus between M. L. Partnership and MarshPointe Limited Partnership recorded in Official Records Book 769, page 635, as amended in First Amendment to Agreements between M. L. Partnership and Marshpointe Limited Partnership recorded in Official Records Book 79, page 560 of the public records of St. Johns County, Florida and subordinated in Subordination Agreements recorded in Official Records Book 769, page 680 and under Clerk's Number 89-2550 both in the public records of St. Johns County, Florida.
12. Mortgage from MarshPointe Limited Partnership to Westinghouse Credit Corporation dated January 27, 1989 and recorded in Official Records Book 809, page 1910 of the public records of St. Johns County, Florida.
13. Assignment of Leases, Rents and Profits from MarshPointe Limited Partnership to Westinghouse Credit Corporation recorded in Official Records Book 809, page 1928 of the public records of St. Johns County, Florida.
14. Financing Statement between MarshPointe Limited Partnership and Westinghouse Credit Corporation recorded in Official Records Book 809, page 1932 of the public records of St. Johns County, Florida.
15. Assignment of Contracts and Sales Proceeds from MarshPointe Limited Partnership to Westinghouse Credit Corporation recorded in Official Records Book 809, page 1935 of the public records of St. Johns County, Florida.

Taxes for the year 1988 are paid. Taxes for 1989 are not yet due and payable until November 1, 1989.

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.



LCK:mri
Attachment

LCKMPML16

CAPTION A PART OF GOVERNMENT LOTS 8 AND 11, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 28 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.00°11'52"W., ALONG THE WEST LINE OF SAID PINECREST
ESTATES, A DISTANCE OF 1157.00 FEET; THENCE S.89°48'08"W., DEPARTING FROM SAID WEST LINE, A DISTANCE
OF 424.15 FEET TO THE POINT OF BEGINNING; THENCE S.08°02'20"E. A DISTANCE OF 535.00 FEET; THENCE
S.32°06'52"W. A DISTANCE OF 1015.00 FEET; THENCE N.06°03'04"W. A DISTANCE OF 244.16 FEET; THENCE
N.14°51'29"W. A DISTANCE OF 524.86 FEET; THENCE N.59°04'08"W. A DISTANCE OF 113.00 FEET; THENCE
N.37°42'24"E. A DISTANCE OF 179.75 FEET; THENCE N.53°25'33"E. A DISTANCE OF 99.00 FEET; THENCE
N.33°02'45"W. A DISTANCE OF 320.00 FEET; THENCE S.69°15'07"E. A DISTANCE OF 350.00 FEET; THENCE
N.44°02'10"E. A DISTANCE OF 306.07 FEET; THENCE N.84°36'30"E. A DISTANCE OF 167.77 FEET TO THE POINT
OF BEGINNING. CONTAINING 13.30 ACRES MORE OR LESS.