

RESOLUTION NO. 96-89

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND ACCEPTING A CORRECTIVE WARRANTY DEED FOR THE RECREATIONAL TRACT WITHIN JULINGTON CREEK.

WHEREAS, pursuant to St. Johns County Resolution No. 93-159, authorizing the Julington Creek PUD, properties were conveyed to St. Johns County for the establishment of a community park for recreational purposes; and

WHEREAS, upon inspection of the lands conveyed in the Original Deed, recorded in Official Records Book 1048, Page 1352, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, the Grantor and Grantee have determined that the legal description of the property should be modified in order to enhance the development of the property.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The Corrective General Warranty Deed, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, is hereby approved and accepted.

Section 2. The Clerk is instructed to record the Corrective General Warranty Deed in the official records of St. Johns County, Florida, and forward a certified copy of the Resolution and a copy of the executed, recorded Deed to Holland and Knight, Attn: Linda Connor Kane, 50 North Laura Street, Suite 3900, Jacksonville, Florida, 32202.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 28 day of May, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Donald Jordan
Chairman Donald Jordan

ATTEST: CARL "BUD" MARKEL, CLERK

By: Patricia De Grande
Deputy Clerk

3/30/94

Inlet - BCC Secty
Y. Carter
Rec - \$100
Sw - 300
Doc - .70¢

Bill Co.

out of 249000 - 7000
out of 005680 - 8900
NEW → 1994 #

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000-825

005680 - 0030
EXEMPT 195

GENERAL WARRANTY DEED
(Recreational Tract)
(Parcel 46)

THIS GENERAL WARRANTY DEED is made this 1st day of April, 1994,
by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized
to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida
32254, hereinafter called "Grantor", to ST. JOHNS COUNTY, a political subdivision of the
State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St.
Augustine, Florida 33085, hereinafter called "Grantee":

*(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties
to this instrument and the heirs, legal representatives and assigns of individuals,
and the successors and assigns of corporations.)*

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable
consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain,
sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St.
Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending
and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book
12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St.
Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida.
The Property shall be used for the establishment of a community park for recreational purposes.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have
sufficient architectural control, prior to commencement of construction of any improvements on
the Property, to establish the site plan and landscape plan and to insure that the development of
the Property and the construction of improvements to the Property will be compatible with the
overall character and theme established by Grantor for Julington Creek Plantation. Grantee shall
not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's
intended improvements to be located thereon, until plans for such signs have been submitted to
and approved by Grantor. Grantee agrees that is shall give its approval or disapproval within
fifteen (15) business days from receipt of any plans. If the plans are disapproved, or timely
approval is not given by Grantor, then the Grantor and Grantee shall cooperate to establish a

mutually acceptable plan within sixty (60) days from the date of disapproval or failure to approve. In the event that the parties are not able to establish a mutually acceptable plan within such period, either party may pursue its legal remedies to enforce its rights hereunder.

TO HAVE AND TO HOLD the same in fee simple forever.

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

[Signature]
Print name: GLENN MARTIN

By: [Signature]
J. THOMAS GILLETTE, III
Its Vice President

[Signature]
Print name: Donna K. Kempte

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of March, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

[Signature]
Print name: Sharon Hudson
Notary Public, State of Florida
Commission No.: 121195
My commission expires: 12-11-95



SHARON HUDSON
My Comm. Exp. 12-11-95
Bonded By Service Ins. Co.

O.R. 1048 PG 1354

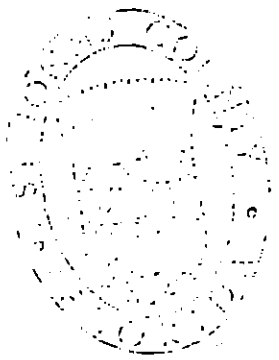
ACCEPTED:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stephen H. Heizer
County Administrator,
St. Johns County, Florida

By: *David J. Reed*
County Attorney

Date: *April 1, 1994*





Sunshine State
Surveyors, inc.

O. R. 1048 PG 1355

December 14, 1993

A portion of Section 34, Township 4 South, Range 27 East, St. Johns County and a portion of Julington Creek Unit Seven as recorded in Map Book 18, Pages 6 through 32, Public Records of St. Johns County, Florida, being more particularly described as:

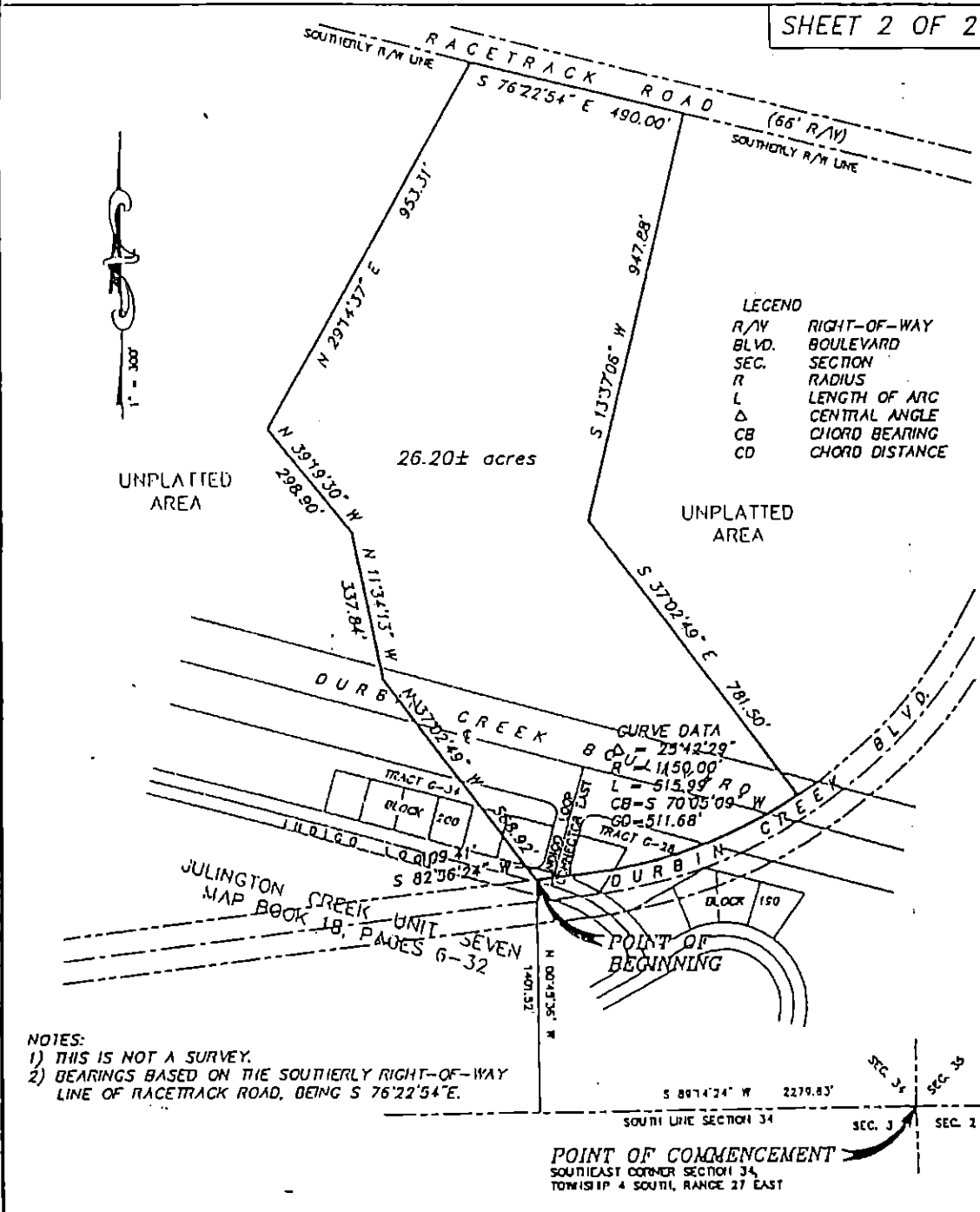
Commence at the Southeast corner of the Southeast 1/4 of Section 34, Township 4 South, Range 27 East, St. Johns County, Florida, run thence South $89^{\circ} 14' 24''$ West, along the Southerly line of said Section 34, a distance of 2279.63 feet; thence North $00^{\circ} 45' 36''$ West, a distance of 1401.52 feet for the Point of Beginning, said point being on the proposed Northerly right-of-way line of Durbin Creek Boulevard; run thence North $37^{\circ} 02' 49''$ West, a distance of 562.92 feet; thence North $11^{\circ} 34' 13''$ West, a distance of 337.84 feet; thence North $39^{\circ} 19' 30''$ West, a distance of 298.90 feet; thence North $29^{\circ} 14' 37''$ East, a distance of 953.31 feet to the existing Southerly right-of-way line of Race Track road (a 66 foot right-of-way); thence South $76^{\circ} 22' 54''$ East, along said Southerly right-of-way line, a distance of 490.00 feet; thence South $13^{\circ} 37' 06''$ West, a distance of 947.88 feet; thence South $37^{\circ} 02' 49''$ East, a distance of 781.50 feet to a point on the Northerly right-of-way line of the proposed Durbin Creek Boulevard and a portion of a curve concave Northwesterly and having for its elements a central angle of $25^{\circ} 42' 29''$, a radius of 1150.00 feet, and a chord bearing of South $70^{\circ} 05' 09''$ West; thence run along the arc of said curve, a distance of 515.99 feet; thence South $82^{\circ} 56' 24''$ West, a distance of 109.41 feet to the Point of Beginning.

Containing 26.21 acres, more or less.

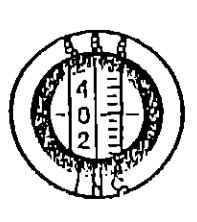
SKETCH TO ACCOMPANY DESCRIPTION

A PART OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA. Being over a portion of Julington Creek Unit Seven, and Unplatted Area of Section 34 being more particularly described on sheet 1 of 2.

SHEET 2 OF 2



SUNSHINE STATE SURVEYORS, INC. ENGINEERS, SURVEYORS & LAND PLANNERS
 3131 ST. JOHNS BLUFF RD. SOUTH JACKSONVILLE, FLORIDA 32246 (904) 842-8550



I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOTE: NOT VALID WITHOUT RAISED EMBOSSED SEAL

SCALE 1" = 300'

DATE DECEMBER 13, 1993

Arthur A. Antonick, Jr.
 ARTHUR A. ANTONICK, JR.
 REGISTERED SURVEYOR No. 4166, FLORIDA

RECORD	
CAD FILE:	JULINGTON\CP46MAP
ORDER NO.:	93-488
DRAWN BY:	D.A.L.
CHECKED BY:	A.A.M.
FIELD BOOK:	N/A
COUNTY / RANGE:	ST. JOHNS / 27E
FILE NO.:	93A-5662F

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000-825

**CORRECTIVE
GENERAL WARRANTY DEED**
(Recreational Tract)
(Parcel 46)

THIS CORRECTIVE GENERAL WARRANTY DEED is made this ____ day of _____, 1996, by ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

RECITALS:

A. Grantor conveyed a parcel of land to Grantee more fully described in Exhibit A ("Property") of that certain General Warranty Deed recorded in Official Records Book 1048, page 1352 of the public records of St. Johns County, Florida ("Original Deed").

B. In connection with further inspection of the lands conveyed in the Original Deed, the Grantor and Grantee have determined that the legal description of Property described therein should be modified in order to enhance the development of the Property.

C. The parties hereby have determined to record this Corrective Deed in order to correct the legal description of the Property.

THIS CORRECTIVE DEED WHICH CORRECTS THE LEGAL DESCRIPTION OF PROPERTY CONVEYED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 1352 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND NO DOCUMENTARY STAMPS ARE REQUIRED PURSUANT TO SECTION 12B-4.014(3) OF THE FLORIDA ADMINISTRATIVE CODE. -

EXHIBIT B

WITNESSETH:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for the establishment of a community park for recreational purposes.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan and landscape plan and to insure that the development of the Property and the construction of improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's intended improvements to be located thereon, until plans for such signs have been submitted to and approved by Grantor. Grantor agrees that it shall give its approval or disapproval within fifteen (15) business days from receipt of any plans. If the plans are disapproved, or timely approval is not given by Grantor, then the Grantor and Grantee shall cooperate to establish a mutually acceptable plan within sixty (60) days from the date of disapproval or failure to approve. Such approval shall not be unreasonably withheld. In the event that the parties are not able to establish a mutually acceptable plan within such period, either party may pursue its legal remedies to enforce its rights hereunder.

TO HAVE AND TO HOLD the same in fee simple forever.

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

Grantee executes this Corrective Deed to evidence its consent to the modification of the legal description of the Property to the legal description attached hereto and made a part hereof as Exhibit A, and further Grantee quitclaims unto Grantor, its successors and assigns, any and all its right, title, and interest in any portion of the Property as described in the Original Deed which is not contained within the legal description of the Property as set forth in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

Mary Ann Locking
Print name: Mary Ann Locking

By: [Signature]
J. THOMAS GILLETTE, III
Its Vice President

James H. Hudson
Print name: JAMES H. HUDSON

[CORPORATE SEAL]

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: _____
Print Name:
Its Chairman

Attest:

Its Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9th day of April, 1996, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.



SHARON A. HUDSON
Notary Public, State of Florida
Commission No. 00499074
My commission expires: 12/11/99

Sharon A. Hudson
Print name: SHARON A. HUDSON
Notary Public, State of Florida
Commission No.: 00499074
My commission expires: 12/11/99

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, Chairman and attested to by _____, Secretary, Board of County Commissioners, St. Johns County, Florida, on behalf of the County, who are personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

County Administrator,
St. Johns County, Florida

Date: _____

JAX-185830



Sunshine State
Surveyors, inc.

3131 St. Johns Bluff Road S.
Jacksonville, FL 32246
Tel: (904) 642-8550
Fax: (904) 646-9485

December 18, 1995

Work Order No. S95-296
File No. 95A-5662-G

COUNTY RECREATION TRACT (PARCEL CP46)

A parcel of land lying in Section 34, Township 4 South, Range 27 East, St. Johns County, Florida, being a part of that certain portion of Julington Creek Unit Seven, Map Book 18, Pages 6 through 32, now vacated by Resolution Number 95 - 151 recorded in Official Records Volume 1131, Page 650, of the Public Records of St. Johns County, Florida, and being more particularly described as follows:

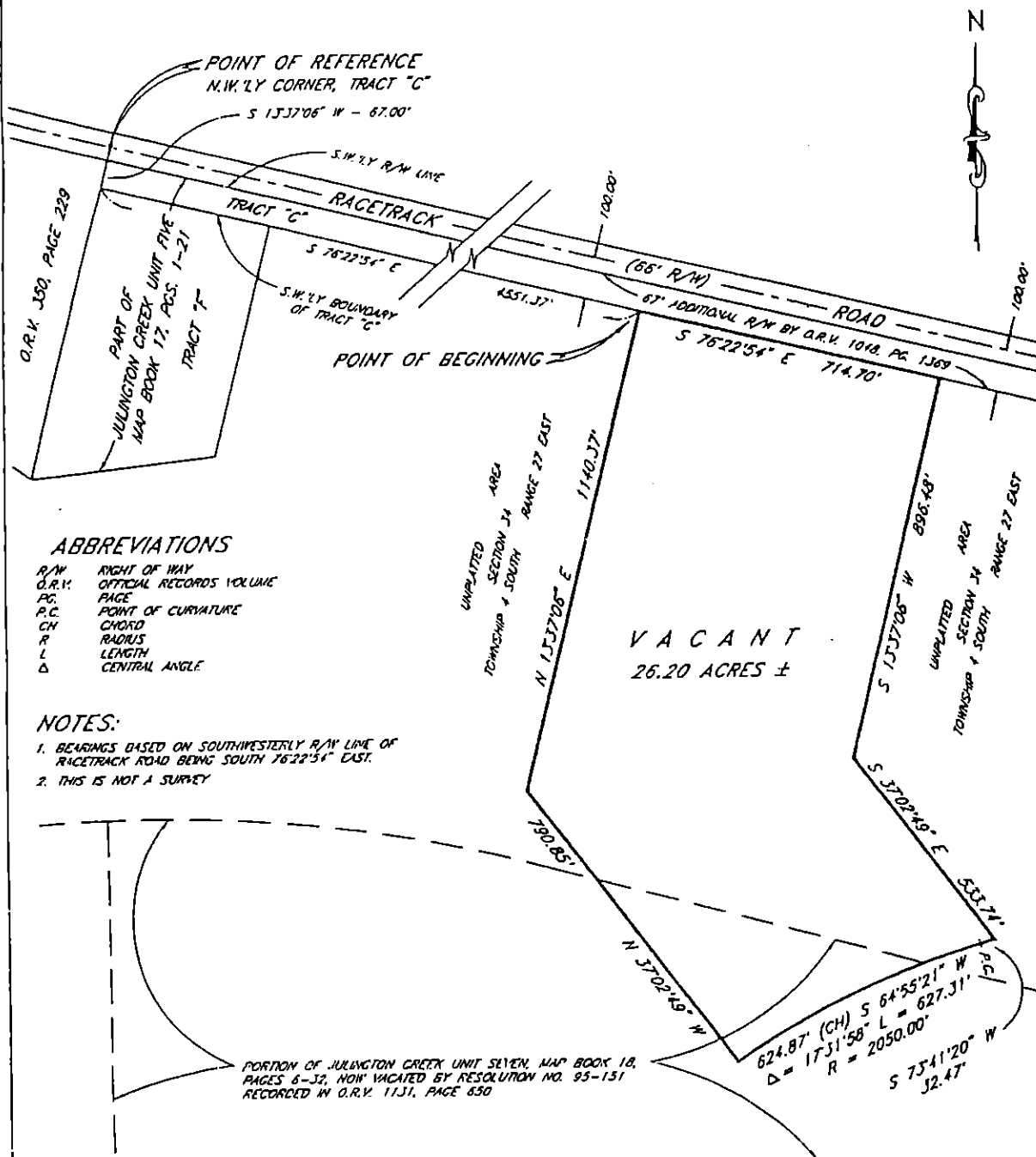
For a Point of Reference, commence at the Northwesterly corner of Tract "C" as shown on plat of Julington Creek Unit Five, as recorded in Map Book 17, Pages 1 through 21, of the aforementioned Public Records of St. Johns County, Florida, said Northwesterly corner lying on the Southwesterly right-of-way line of Racetrack Road, a 66 foot right-of-way shown on said plat of Julington Creek Unit Five; thence South $13^{\circ} 37' 06''$ West, along the Westerly boundary of said Tract "C", a distance of 67.00 feet to the Southwesterly corner thereof; thence along the Southwesterly boundary of said Tract "C" and its Southeasterly prolongation, and parallel with the centerline of said Racetrack Road, South $76^{\circ} 22' 54''$ East, a distance of 4551.37 feet to a point lying 100.00 feet from the centerline of said Racetrack Road, when measured at right angles thereto, said point being the Point of Beginning for this description.

From the Point of Beginning thus described, continue South $76^{\circ} 22' 54''$ East, a distance of 714.70 feet; thence South $13^{\circ} 37' 06''$ West, a distance of 896.48 feet; thence South $37^{\circ} 02' 49''$ East, a distance of 533.74 feet; thence South $73^{\circ} 41' 20''$ West, a distance of 32.47 feet to the point of curvature of a curve to the left, said curve being concave Southeasterly and having a radius of 2050.00 feet; thence Southwesterly, around the arc of said curve and through a central angle of $17^{\circ} 31' 58''$, for an arc distance of 627.31 feet to a point, said arc being subtended by a chord which bears South $64^{\circ} 55' 21''$ West, 624.87 feet; thence North $37^{\circ} 02' 49''$ West, departing said curve, a distance of 790.85 feet; thence North $13^{\circ} 37' 06''$ East, a distance of 1140.37 feet to the Point of Beginning.

Lands thus described contain 26.20 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations of record.

MAP TO ACCOMPANY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PART OF THAT CERTAIN PORTION OF JULINGTON CREEK UNIT SEVEN, MAP BOOK 18, PAGES 6 THROUGH 32, NOW VACATED BY RESOLUTION NUMBER 95-151 RECORDED IN O.R.V. 1131, PAGE 630, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



ABBREVIATIONS

- R/W RIGHT OF WAY
- O.R.V. OFFICIAL RECORDS VOLUME
- PG. PAGE
- P.C. POINT OF CURVATURE
- CH CHORD
- R RADIUS
- L LENGTH
- Δ CENTRAL ANGLE

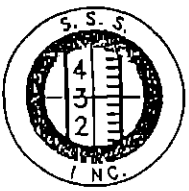
NOTES:

1. BEARINGS BASED ON SOUTHWESTERLY R/W LINE OF RACETRACK ROAD BEING SOUTH 76°22'54" EAST.
2. THIS IS NOT A SURVEY

PORTION OF JULINGTON CREEK UNIT SEVEN, MAP BOOK 18, PAGES 6-32, NOW VACATED BY RESOLUTION NO. 95-151 RECORDED IN O.R.V. 1131, PAGE 630

SUNSHINE STATE SURVEYORS, INC.

ENGINEERS, SURVEYORS & LAND PLANNERS 3131 ST. JOHNS BLUFF RD. SOUTH JACKSONVILLE, FLORIDA 32246



I HEREBY CERTIFY THAT THE MAP REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 91G17-6, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOTE: NOT VALID WITHOUT RAISED EMBOSSED SEAL

SCALE 1" = 300'
DATE DEC. 18, 1995

Arthur A. Mastroicola, Jr.
ARTHUR A. MASTROICOLA, JR.
REGISTERED SURVEYOR, NO. 4166, FLORIDA

LEGEND

- CONCRETE MONUMENT
- IRON CORNER
- ⊗ CROSS CUT
- X- FENCE

FIELD BOOK NO. NONE
DRAWN BY E.J.G.
CHECKED BY

ORDER NO. 95-296
FILE NO. 95A-5862G

June 21, 1996

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Property Tax ID No. 005680-0030
Grantee's Tax ID No. 59-6000-825

CORRECTIVE
GENERAL WARRANTY DEED
(Recreational Tract)
(Parcel 46)

6424

THIS CORRECTIVE GENERAL WARRANTY DEED is made this 16 day of August, 1996, by **JULINGTON PARTNERS LIMITED PARTNERSHIP**, a Delaware limited partnership, authorized to do business in Florida, whose address is 5151 San Felipe, Suite 1445, Houston, Texas 77056, hereinafter called "Grantor", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

RECITALS:

A. Grantor conveyed a parcel of land to Grantee more fully described in Exhibit A ("Property") of that certain General Warranty Deed recorded in Official Records Book 1048, page 1352 of the public records of St. Johns County, Florida ("Original Deed").

B. In connection with further inspection of the lands conveyed in the Original Deed, the Grantor and Grantee have determined that the legal description of Property described therein should be modified in order to enhance the development of the Property.

C. The parties hereby have determined to record this Corrective Deed in order to correct the legal description of the Property.

THIS CORRECTIVE DEED WHICH CORRECTS THE LEGAL DESCRIPTION OF PROPERTY CONVEYED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 1352 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND NO DOCUMENTARY STAMPS ARE REQUIRED PURSUANT TO SECTION 12B-4.014(3) OF THE FLORIDA ADMINISTRATIVE CODE.

Recorded in Public Records St. Johns County, FL
Clerk# 96030519 O.R. 1192 PG 1627 12:10PM 08/29/96
Recording \$21.00 Surcharge \$3.00 Doc Stamps \$0.70

↓
L + Pet - P. Degraide
BCC Secty
Rec 2100
Sur 300
Doc .704
- Bill Co -

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for the establishment of a community park for recreational purposes.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan and landscape plan and to insure that the development of the Property and the construction of improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's intended improvements to be located thereon, until plans for such signs have been submitted to and approved by Grantor. Grantor agrees that it shall give its approval or disapproval within fifteen (15) business days from receipt of any plans. If the plans are disapproved, or timely approval is not given by Grantor, then the Grantor and Grantee shall cooperate to establish a mutually acceptable plan within sixty (60) days from the date of disapproval or failure to approve. Such approval shall not be unreasonably withheld. In the event that the parties are not able to establish a mutually acceptable plan within such period, either party may pursue its legal remedies to enforce its rights hereunder.

TO HAVE AND TO HOLD the same in fee simple forever.

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

Grantee executes this Corrective Deed to evidence its consent to the modification of the legal description of the Property to the legal description attached hereto and made a part hereof as Exhibit A, and further Grantee quitclaims unto Grantor, its successors and assigns, any and all its right, title, and interest in any portion of the Property as described in the Original Deed which is not contained within the legal description of the Property as set forth in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

JULINGTON PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership, authorized to do business in Florida

By: Julington-Cypress Limited Partnership, a Delaware limited partnership, Its sole general partner

By: Julington-Cypress, Inc. a Delaware corporation, Its sole general partner

Michelle R. Maxted
Print name: MICHELE R. MAXTED
Allison McCluid
Print name:

By: *M. Timothy Clark*
Name: M. Timothy Clark
Its President

[CORPORATE SEAL]

BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA

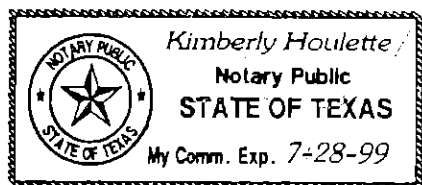
Zartha L. Threlkeld
Attest:
Its Secretary

By: *Ronald Gordon*
Print Name:
Its Chairman

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 10TH day of JULY, 1996, by M. TIMOTHY CLARK, the _____ President of Julington-Cypress, Inc., a Delaware corporation, sole general partner of Julington-Cypress Limited Partnership, a Delaware limited partnership, sole general partner of Julington Partners Limited Partnership, a Delaware limited partnership, authorized to do business in Florida, on behalf of Julington Partners Limited Partnership, who is personally known to me or who produced _____ as identification and did not take an oath.

Kimberly Houlette
Print name: _____
Notary Public, State of _____
Commission No.: _____
My commission expires: _____



STATE OF FLORIDA

COUNTY OF ST. JOHNS

O.R. 1192 PG 1630

The foregoing instrument was acknowledged before me this 21 day of August, 1996, by Donald Jordan, Chairman and attested to by Carl "Bud" Merkel, Secretary, Board of County Commissioners, St. Johns County, Florida, on behalf of the County, who are personally known to me and did not take an oath.



Patricia De Grande
MY COMMISSION # CC516024 EXPIRES
January 26, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Patricia De Grande
Print name: Patricia DeGrande
Notary Public, State of Florida
Commission No.: CC516024
My commission expires: 01-26-2000

ACCEPTED:

Nicholas M. Keizer
County Administrator
St. Johns County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: N.T. Burt Notary
County Attorney

Date: Aug 13, 1996

JAX-185830

EXHIBIT A

LEGAL DESCRIPTION

O.R. 1192 PG 1631

COUNTY RECREATION TRACT (PARCEL CP46)

A parcel of land lying in Section 34, Township 4 South, Range 27 East, St. Johns County, Florida, being a part of that certain portion of Julington Creek Unit Seven, Map Book 18, Pages 6 through 32, now vacated by Resolution Number 95 - 151 recorded in Official Records Volume 1131, Page 650, of the Public Records of St. Johns County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of Tract "C" as shown on plat of Julington Creek Unit Five, as recorded in Map Book 17, Pages 1 through 21, of the aforementioned Public Records of St. Johns County, Florida, said Northwestern corner lying on the Southwesterly right-of-way line of Racetrack Road, a 66 foot right-of-way shown on said plat of Julington Creek Unit Five; thence South $13^{\circ} 37' 06''$ West, along the Westerly boundary of said Tract "C", a distance of 67.00 feet to the Southwesterly corner thereof; thence along the Southwesterly boundary of said Tract "C" and its Southeasterly prolongation, and parallel with the centerline of said Racetrack Road, South $76^{\circ} 22' 54''$ East, a distance of 4551.37 feet to a point lying 100.00 feet from the centerline of said Racetrack Road, when measured at right angles thereto, said point being the Point of Beginning for this description.

From the Point of Beginning thus described, continue South $76^{\circ} 22' 54''$ East, a distance of 714.70 feet; thence South $13^{\circ} 37' 06''$ West, a distance of 896.48 feet; thence South $37^{\circ} 02' 49''$ East, a distance of 533.74 feet; thence South $73^{\circ} 41' 20''$ West, a distance of 32.47 feet to the point of curvature of a curve to the left, said curve being concave Southeasterly and having a radius of 2050.00 feet; thence Southwesterly, around the arc of said curve and through a central angle of $17^{\circ} 31' 58''$, for an arc distance of 627.31 feet to a point, said arc being subtended by a chord which bears South $64^{\circ} 55' 21''$ West, 624.87 feet; thence North $37^{\circ} 02' 49''$ West, departing said curve, a distance of 790.85 feet; thence North $13^{\circ} 37' 06''$ East, a distance of 1140.37 feet to the Point of Beginning.

Lands thus described contain 26.20 acres, more or less, and are subject to any and all easements, rights-of-way, restrictions, and reservations of record.