

RESOLUTION NUMBER: 97-60

P. U. D. OFF. REC.
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A RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA, MODIFYING FINAL DEVELOPMENT PLAN, INCORPORATED
INTO RESOLUTION NUMBER: 86-12
A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR
VICAR'S LANDING LIFE CARE FACILITY,
ZONED PLANNED UNIT DEVELOPMENT
ACCORDING TO ORDINANCE NUMBER: 75-15
KNOWN AS CABALLOS DEL MAR (PLAYERS CLUB PUD);
MAKING FINDINGS OF FACT

BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA:

SECTION 1. That as requested by Diversified Environmental Planning, applicant on behalf of Life Care Pastoral Services, Inc., record title owners, in its application with supporting documents for zoning hearing dated December 12, 1996, concerning lands described on attached Exhibit "A", the legal description (hereinafter the FDP Modification), the Final Development Plan is hereby modified as set forth in attached exhibits hereto as :

Exhibit B-written text

Exhibit C- map

SECTION 2. That development of lands within the Final Development Plan shall proceed in accordance with Resolution Number:86-12 and in accordance with the application for Zoning Hearing, the FDP Modification dated December 12, 1996 attached hereto and made a part hereof.

SECTION 3. That the need and justification for modification to the final development plan has been considered in accordance with Section 11-10-4 and pursuant to the criteria of Section 8-2-3 of the St. Johns County Zoning Ordinance and the St. Johns County Comprehensive Plan, whereby:

- a. The Final Development Plan, as modified, does not adversely affect the orderly development of St. Johns County as embodied in the zoning Ordinance and in the comprehensive Plan or portion thereof adopted by the St. Johns County Board of County Commissioners;
- b. The Final Development Plan, as modified, will not adversely affect the health, safety of residents or workers in the area and will not be detrimental to the natural environment or to the use or development of adjacent properties or the general neighborhood;
- c. The Final Development Plan, as modified, will accomplish the objectives and will meet the standards and criteria of Section 8-4 of the Zoning Ordinance;
- d. The Final Development Plan, as modified, is consistent with the development trends of

the surrounding area and with the goals, policies and objectives of the Comprehensive Plan;

e. The Final Development Plan, as modified , is not in conflict with the approved PUD, Planned Unit Development, Ordinance, nor the DRI, Development of Regional Impact, Development Order, of Caballos Del Mar; and

f. At the public hearing of February 20, 1997the Planning and Zoning Agency recommended approval by unanimous vote.

SECTION 4. That all other provisions of Resolution: 86-12 not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. All attachments included herein and incorporated herein and made a part of this Resolution.

PASSED AND ADOPTED THIS 25 DAY OF March, 1997

BOARD OF COUNTY COMMISSIONERS

BY: 

Chair

ATTEST: CHERYL STRICKLAND

BY: 

Deputy Clerk





Diversified
Environmental
Planning

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HILTON T. MEADOWS, ASLA-APA Florida Reg. #LAD0000339
SCOTT MEADOWS, CEI-APA President

6837 Merrill Road
Jacksonville, FL 32277

To SECOND SUBMITTAL
VICARS LANDING
APPLICATION TO
MODIFY DEVELOPMENT
PLAN
17 JANUARY 1997



Diversified
Environmental
Planning

HILTON T. MEADOWS, ASLA-APA
FL Reg. LA 0000339

SCOTT MEADOWS, CEI-APA
President

January 16, 1997

6837 MERRILL ROAD, JACKSONVILLE, FLORIDA 32277 904/744-1417

Mr. Ray Spofford
Planning & Zoning Department
St. John's County Governmental Center
St. Augustine, Florida

Via: Hand Delivery

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Re: Second Submittal: Revised Application for Modification to Existing Development Plan
For Vicar's Landing

Dear Mr. Spofford:

Per the County's review comments from the first submittal for Vicar's Landing, DEP herewith re-submits the revised application referenced above.

This application contains a request to modify the Final Development Plan for Vicker's Landing and update the Players Club P.U.D. Master Plan to decrease the number of allowable development units in Parcel 11 from 170 units to 154 units. Simultaneously, we are requesting to increase the number of allowable development units in Parcel 16 (Vicker's Landing) from 250 units to 266 units. A copy of the Player's Club P.U.D. Master Plan is attached to the inside of the back cover of each copy of this application that reflects this transfer of units from Parcel 11 to Parcel 16 (Vicker's Landing).

As noted in the first submittal this request is being made to allow for the construction of an Assisted Living Facility within Vicker's Landing. This facility would consist of 38 one bedroom, apartment type units. In the original Development Plan for Vicker's Landing, 250 development units were allocated for Vicker's of which 228 were actually developed. This request to transfer 16 development units from Parcel 11 to Parcel 16 would allow Vicker's to develop the Assisted Living Facility without exceeding the number of development units assigned to Parcel 16 (Vicker's Landing). Attachment "1" included herewith is the agreement between Vicker's Landing and PGA Tour, Inc. which provides for the release of the 16 units from Parcel 11 to Parcel 16 (Vicker's Landing).

Should you require further information, please contact our office at 904/744-1417.

Best regards,

Scott Meadows, APA
President

cc: David Lafitte, KBJ Architects
Ray Johnson, Vicker's Landing

"Competence from concept to completion"

Landscape Architecture/Land Planning, Environmental Analysis, Operations/Maintenance Consultants,
Resource Analysis and Management, Feasibility Studies, Site/Subdivision Design, Urban Planning

PGA TOUR
112 TPC Boulevard
Ponte Vedra Beach, Florida 32082
904-285-3700

ATTACHMENT "1"



December 6, 1996

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St. Johns County Board of Commissioners

Re: Release of sixteen multifamily dwelling units from the PGA PUD at Sawgrass to Life Care Pastoral Services, Incorporated (d.b.a. Vicar's Landing)

Dear Commissioners:

Effective this 6th day of December, 1996, the PGA TOUR, Inc., located in Ponte Vedra Beach, Florida, agrees to demise unto Life Care Pastoral Services, Inc. (d.b.a. Vicar's Landing), sixteen (16) multifamily dwelling units. Said dwelling units shall be released from the PGA TOUR Planned Unit Development (PUD) as owned and administered by the PGA TOUR, Inc. Further, said dwelling units are released to Life Care Pastoral Services, Inc. for the express purpose of allowing an impending construction addition to the Vicar's Landing Development at Sawgrass.

Should the proposed Major Modification to the original Vicar's Landing Final Development Plan fail to obtain regulatory approval and/or should construction of said dwelling units fail to commence within the following twenty-four (24) calendar months of this Release, all sixteen (16) multifamily dwelling units shall revert to the PGA TOUR, Inc. at Ponte Vedra Beach, Florida on December 6, 1998.

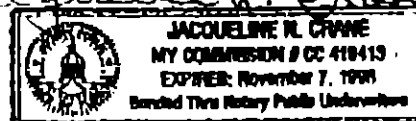
As an officer of the PGA TOUR, Inc. at Ponte Vedra Florida, I am authorized, by virtue of my signature affixed and notarized, to convey and demise subject dwelling units to Life Care Pastoral Services, Inc. (d.b.a. Vicar's Landing at Sawgrass in Ponte Vedra Beach, Florida).

Signature: _____

Charles L. Zink
Charles L. Zink
Executive Vice President
Chief Financial Officer
PGA TOUR, Inc.

Notary: Charles L. Zink, a person well known to me, personally appeared before me this 9th day of December, 1996 and set his hand and seal hereto. My notary commission and seal expires on 7th day of Nov. month, 1998 year. Affix signature and seal:

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St. Johns County Planning Department

4020 Lewis Speedway
St. Augustine, FL 32095
(904) 823-2170

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APPLICATION FOR ZONING HEARING

Date 12/10/96 File # _____ -Parent # _____ Receipt # _____

1. Project Name Assisted Living Facility for Vicar's Landing within the
Also Known As 'Player's Club P.U.D.'

2. Applicant's Name, Address, and Phone # Diversified Environmental Planning
6837 Merrill Road Jacksonville, Florida 32277 904-744-1417

3. Owner's Name, Address, and Phone # Life Care Pastoral Services, Inc. (Vicar's Landing)
P.O. Box 56, Ponte Vedra Bch., Florida 32082 904/273-1701

4. Property Location Within Player's Club at Ponte Vedra Beach, Fla.

5. Legal Description Appended hereto as "Attachment "A""

6. Present Use of Property Self sustaining life care retirement community

7. Parcel # 062280-0040-1-4 8. Zoning PUD 9. Comp Plan DRI

10. Section 50 & 51 11. Township 3 12. Range 29 13. TAZ TBA

14. Requested Change Major modification to development plan for Assisted Living
Facility addition.

15. Reason Change is Requested Addition of 38,1BR assisted living apartments, 32 new
parking spaces; relocate 1 existing svc building; add 1 new 1800sft svc bldg.

16. Statement of Facts for Requested Change 1. Current facilities are fully occupied. 2. A need
exists for assisted living facilities within this life care community.

17. Concurrency Required N/A (DRI) 18. Map Page # 4-A 50X 19. Road Segment TBA


20. Size of Property 24.12 ac ± NOTE: If the application is for a rezoning or major
modification, please provide the name of the in the Utility Company/Companies servicing the proposed project
St. John's Service Co. even though major modification see Attachment "B".

21. Attach the following to application:
- a. List of adjacent property owners within 300 feet showing name, address and brief legal description from current tax rolls; address one long envelope to each person on the list, no return address needed, but proper postage on each. Two envelopes are needed if the application requires two public hearings.
 - b. Proof of ownership (deed or certificate by lawyer or abstract company or title company that verifies record owner as above). If the applicant is not the owner, a letter of authorization from the owner(s) for applicant to represent the owner for all purposes related to this application.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Signature of all owners or authorized person if letter of authorization is attached:

Printed or typed name(s): Scott Meadows and/or Hilton T. Meadows

Signature(s): 

ADDRESS & TELEPHONE NUMBER OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION: Name: Scott Meadows Phone: 904-744-1417

Mailing Address: 6837 Merrill Road - Jacksonville, Florida 32277

OWNER'S AUTHORIZATION
FOR AGENT

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Scott Meadows and/or Hilton T. Meadows
Diversified Environmental Planning

is hereby authorized to act on behalf of

Life Care Pastoral Services, Inc., owner(s) of the property described in the foregoing application, and as described in attached deed or other proof of ownership, in applying to St. Johns County, Florida, for a Zoning Hearing: Rezoning Variance Exception Other

and in making representations to St. Johns County related to the application. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained herein is accurate and complete to the best of my knowledge and belief.

By: Raymond M Johnson EXECUTIVE DIRECTOR
Signature of Owner(s)

Signature of Owner(s)

RAYMOND M JOHNSON
Print Name(s) as Signed Above

1000 VICAR'S LANDING WAY
Address
PORTE VEDRA BEACH, FL 32082

904-273-1701
Telephone Number

State of Florida
County of St. Johns

Signed and sworn to before me on the 30th day of September, 1996
by Raymond M. Johnson

Identification Presented: _____
Oath taken: ✓ Yes _____ No

(Seal) OFFICIAL NOTARY SEAL
JANE YOUNG
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC397907
MY COMMISSION EXPIRES OCT. 14, 1998

Jane Young
Notary Signature
My commission expires: Oct. 14, 1998

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS P. U. D. OFF. REC.

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A part of the Christina Hill or Fitch Grant, Section 50, together with a part of the Christina Hill or Fitch Grant, Section 51, all in Township 3 South, Range 29 East, St. Johns County, Florida more particularly described as follows: For a point of reference commence at the Southeast corner of Tract "B", as shown on the plat of Water Oak, as recorded in Map Book 14, pages 51, 52, 53 and 54 of the Public Records of St. Johns County, Florida; thence N.61°16'10"E., along the Northerly right of way line of the 160 foot right of way of T.P.C. Boulevard as platted as Parcel "A" by said plat of Water Oak, a distance of 25.99 feet to reference point "A" as shown on said plat; thence S.20°43'50"E., across said right of way, a distance of 160.00 feet to the point of beginning, said point of beginning being the point of curve of a curve concave Southerly having a radius of 750.00 feet; thence Easterly along the arc of said curve and continuing along the Southerly right of way line of T.P.C. Boulevard, a chord bearing of N.85°39'03"E. and a chord distance of 619.21 feet; thence S.20°30'00"W. a distance of 897.20 feet to the Northwesterly corner of a parcel known as the Hotel Site and described in Exhibit "B" of Official Records Volume 456, page 110 of the aforementioned public records; thence S.17°16'38"W. a distance of 624.82 feet to a point on the Northerly boundary of a parcel known as the T.P.A. main golf course parcel and described in Exhibit "B" of Official Records Volume 405, page 291 of the aforementioned public records; thence N.62°00'20"W.; along said Northerly line a distance of 275.50 feet; thence N.66°40'26"E. a distance of 163.31 feet; thence N.47°39'04"E. a distance of 26.67 feet; thence N.71°46'33"E. a distance of 47.55 feet; thence N.32°14'00"W. a distance of 70.07 feet; thence N.17°24'04"W. a distance of 63.69 feet; thence N.53°07'01"W. a distance of 89.12 feet; thence S.81°42'58"W. a distance of 64.59 feet; thence S.71°49'07"W. a distance of 53.54 feet; thence S.55°37'23"W. a distance of 46.84 feet; thence N.73°49'28"W. a distance of 60.40 feet; thence N.65°16'02"W. a distance of 308.65 feet; thence S.88°34'09"W. a distance of 53.34 feet; thence N.54°09'05"W. a distance of 66.44 feet; thence N.44°52'05"W. a distance of 153.97 feet to a point on the Easterly boundary of Parcel "B" as described in the Players Club Villas Condominium documents in Exhibit "C" of Official Records Volume 529, pages 615 thru 704, of the aforementioned public records; thence Northerly and Northwesterly along the boundary of said Parcel "B" the following four courses; N.30°51'41"E. a distance of 90.07 feet; N.59°08'19"W. a distance of 74.82 feet to the point of curve of a curve concave Northeasterly having a radius of 200.74 feet; thence Northwesterly along the arc of said curve, a chord bearing of N.37°15'50"W. and a chord distance of 149.58 feet to the point of tangency of said curve; thence N.15°23'21"W. a distance of 55.26 feet to a point on the Southerly right of way line of aforementioned T.P.C. Boulevard, said right of way line being a curve concave Northwesterly having a radius of 687.10 feet; thence Northeasterly along the arc of said curve a chord bearing of N.66°53'52"E. and a chord distance of 134.78 feet to the point of tangency of said curve; thence N.61°16'10"E., continuing along said Southerly right of way line of T.P.C. Boulevard, a distance of 850.00 feet to the point of beginning.

EXHIBIT B

PERMITTED EXCEPTION
(LIFE CARE)

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1. General or special taxes and assessments required to be paid in the year of closing and subsequent years.
2. Existing drainage canal, drainage culvert and improvements, existing golf course green, existing catch basin and sanitary sewer manhole together with lines to them and any other underground utilities connected to them, all as shown on survey prepared by H. A. Durden & Associates dated November 27, 1984, drawing number AA-36.
3. Easement recorded in Official Records Book 405, page 276.
4. Easement recorded in Official Records Book 298, page 793.
5. Covenants recorded in Official Records Book 405, page 246.
6. Assignment and Consent recorded in Official Records Book 450, page 752.
7. Memorandum of Utility Agreement contained in Official Records Book 538, page 37, as amended by Amendment to Utility Service Agreement.
8. Easement Agreement date April 25, 1980, recorded in Official Records Book 461, page 403.
9. Unrecorded First Amendment to Purchase Agreement between Arvida Corporation and Resort Holdings I, Ltd. dated April 25, 1985.
10. Agreement recorded in Official Records Book 357, page 660, of the public records of St. Johns County, Florida.

ARVIDA/0564

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

1986 DEC 15- PM 4: 12

Cliff "Bud" Marshall
CLERK OF DISTRICT COURT

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

CT-61284

| Office File Number | Effective Date | Commitment Number |
|--------------------|-------------------------------|-------------------|
| CT61284 | July 12, 1993 at 5:00 P.M. | 10 0735 10 000377 |

1. Policy or Policies to be issued:

ALTA OWNER'S POLICY, Form B
(amended 10/17/70 and 10/17/84);
Proposed Insured:

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ALTA LOAN POLICY
(amended 10/17/70 and 10/17/84);
Proposed Insured:

\$B 34,828,000
~~34,360,000.00~~

ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND FIRST UNION NATIONAL BANK OF JACKSONVILLE,

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

LIFE CARE PASTORAL SERVICES, INC., a Florida Corporation

3. The Land is described as follows:

A part of CHRISTINA HILL OR FITCH GRANT, Section 50, together with a part of the Christina Hill or Fitch Grant, Section 51, all in Township 3 South, Range 29 East, St. Johns County, Florida more particularly described as follows:

For a point of reference commence at the Southeast corner of Tract "B", as shown on the plat of Water Oak, as recorded in Map Book 14, pages 51, 52, 53 and 54, of the public records of St. Johns County, Florida; thence North 61 degrees 16 minutes 10 seconds East, along the Northerly right of way line of a 160 foot right of way of T.P.C. Boulevard as platted as Parcel "A" by said plat of Water Oak, a distance of 25.99 feet to reference point "A" as shown on said plat; thence South 28 degrees 43 minutes 50 seconds East, across said right of way, a distance of 160.00 feet to the point of beginning, said point of beginning being the point of curve of a curve concave Southerly having a radius of 750.00 feet; thence Easterly along the arc of said curve and continuing along the Southerly right of way line of T.P.C. Boulevard, a chord bearing of North 85 degrees 39 minutes 03 seconds East, a chord distance of 619.21 feet; thence South 20 degrees 30 minutes 00 seconds West, a distance of 897.20 feet to the Northwesterly corner of a parcel known as the Hotel 'Site and described in Exhibit "B" of Official Records Volume 456, page 110, of the aforementioned public records; thence South 17 degrees 16 minutes 38 seconds West, a distance of 624.82 feet to a point on the Northerly

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A, continued

CT-61284

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Commitment Number 10-0735-10-000377

boundary of a parcel known as the T.P.A. Main Golf Course parcel and described in Exhibit "B" of Official Records Volume 405, page 291, of the aforementioned public records; thence North 62 degrees 00 minutes 20 seconds West, along said Northerly line a distance of 275.50 feet; thence North 66 degrees 40 minutes 26 seconds East, a distance of 163.31 feet; thence North 47 degrees 39 minutes 04 seconds East, a distance of 26.67 feet; thence North 71 degrees 46 minutes 33 seconds East, a distance of 47.55 feet; thence North 32 degrees 14 minutes 00 seconds West, a distance of 70.07 feet; thence North 17 degrees 24 minutes 04 seconds West a distance of 63.69 feet; thence North 53 degrees 07 minutes 01 seconds West, a distance of 89.12 feet; thence South 81 degrees 42 minutes 58 seconds West, a distance of 64.59 feet; thence South 71 degrees 49 minutes 07 seconds West, a distance of 53.54 feet; thence South 55 degrees 37 minutes 23 seconds West, a distance of 46.84 feet; thence North 73 degrees 49 minutes 28 seconds West, a distance of 60.40 feet; thence North 65 degrees 16 minutes 02 seconds West, a distance of 308.65 feet; thence South 88 degrees 34 minutes 09 seconds West, a distance of 53.34 feet; thence North 54 degrees 09 minutes 05 seconds West, a distance of 66.44 feet; thence North 44 degrees 52 minutes 05 seconds West, a distance of 153.97 feet to a point on the Easterly boundary of parcel "B", as described in The Players Club Villas Condominium documents in Exhibit "C" of Official Records Volume 529, page 615, thru 704, of the aforementioned public records; thence Northerly and Northwesterly along the boundary of said parcel "B", the following Four Courses: North 30 degrees 51 minutes 41 seconds East, a distance of 90.07 feet; North 59 degrees 08 minutes 19 seconds West, a distance of 74.82 feet to the point of curve of a curve concave Northeasterly having a radius of 200.74 feet; thence Northwesterly along the arc of said curve, a chord bearing of North 37 degrees 15 minutes 50 seconds West, and a chord distance of 149.38 feet to the Point of Tangency of said curve; thence North 15 degrees 23 minutes 21 seconds West, a distance of 55.26 feet to a point on the Southerly right of way line of aforementioned T.P.C. Boulevard, said right of way line being a curve concave Northwesterly having a radius of 687.10 feet; thence Northeasterly along the arc of said curve a chord bearing of North 66 degrees 53 minutes 52 seconds East, and a chord distance of 134.78 feet to the point of tangency of said curve; thence North 61 degrees 16 minutes 10 seconds East, continuing along said Southerly right of way line of T.P.C. Boulevard, a distance of 850.00 feet to the point of beginning

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

10 0735 02 000316

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - (a) usury, or
 - (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
HOLLAND & KNIGHT, P.A.
2000 Independent Square
Jacksonville, Florida 32202
(904) 355-2525

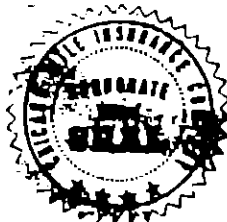
CHICAGO TITLE INSURANCE COMPANY

By:

Robert L. Polla
President

By:

Thomas J. Adams
Secretary



(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The Insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time of the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

P. U. D. OFF. REC.
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1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, liens pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONDITIONS AND STIPULATIONS

I. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "Insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

P. U. D. OFF. REC.
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CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

CONDITIONS AND STIPULATIONS (Continued)

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not

void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company, and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
111 West Washington Street
Chicago, Illinois 60602

Form No. 3608 (Rev. 11/84)

American Land Title Association
Loan Policy—1970
(Rev. 10-17-70 and 10-17-84)

POLICY
OF
TITLE
INSURANCE



CHICAGO
TITLE INSURANCE
COMPANY
111 West Washington Street
Chicago, IL 60602

SPECIAL WARRANTY DEED
(LIFE CARE/PLAYERS CLUB)

P. U. D. OFF. REC.
BOOK K PAGE 380

THIS WARRANTY DEED IS MADE AND EXECUTED this 12th day of December, 1986, by ARVIDA CORPORATION, a Delaware corporation, hereinafter called ("Grantor") to LIFE CARE PASTORAL SERVICES, INC., a Florida corporation whose address is Post Office Box 56, Ponte Vedra Beach, Florida 32082 hereinafter called ("Grantee")

WITNESSETH:

That in consideration of the sum of ten (\$10.00) dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other. By acceptance and execution of this deed Grantee hereby agrees to the following terms and provisions.

I. RESERVATIONS OF GRANTOR.

Section 1.1 Utilities. Grantor reserves for itself, its successors, assigns, designees a right of way and easement to erect, maintain and use utilities, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, electric, and water lines, irrigation lines and equipment, other public conveniences or utilities on, in or over the Property, for the benefit of other land owned by Grantor adjacent or near the Property. Grantor shall give Grantee written notice of the proposed location and intended use of any right of way and easement hereunder. Grantee shall have fifteen (15) days to object in writing to a location and to propose an alternative location for the easement, and provided that such alternative shall not result in additional cost or time delays to Grantor, Grantor shall relocate the easement as proposed by Grantee. Grantee's failure to object within fifteen (15) days of the mailing of notice as provided herein shall operate as Grantee's approval of same. The easement granted herein shall not include the right to disturb improvements constructed upon the Property unless such improvements are located within a specific easement area designated on a plat or final development plan of the Property or agreed to between Grantor and Grantee.

Section 1.2 Drainage. Grantor or the Sawgrass Players Club Association, Inc., as such term is defined in the Declaration of Covenants and Restrictions of the Sawgrass Players Club which is recorded in Official Records Volume 498, page 508, of the public records of St. Johns County, Florida, (the "Association") may, but shall not be required to, cut drainways or install improvements for management of surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health,

FLORIDA DOCUMENTARY STAMP TAX PAID

Date 12-15-86 Amt 15610.⁵⁰

CARL "BUD" MARKEL

Clerk Circuit Court St. Johns County

By E. McDaniel Deputy Clerk

THIS INSTRUMENT RECORDED BY
M. LYNN PAPPAS
PAPPAS & METCALF
1521 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

RETURN TO

safety and appearance of the Property and surrounding properties, provided, however, that nothing herein shall be deemed to permit Grantor or the Association to create a nuisance on the Property or to impair the drainage flow off the Property so as to cause flooding of any portion of the Property. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected upon the Property unless such improvements are located within a specific easement area designated on the plat or final development plan of the Property. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto any adjacent property or into sanitary sewer lines.

Section 1.3 Cables. Grantor reserves for itself, and its successors and assigns, an exclusive easement for the installation and maintenance and supply of radio and television cables within the rights of way and easement area on the recorded plat or final development plan of the Property.

Section 1.4 Easement for Maintenance Purposes. Grantor reserves for itself and the Association, their agents, employees, successors or assigns an easement in, on, over and upon any portion of the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wild life preserves or any other areas the maintenance of which is to be performed by Grantor or the Association.

II. RESERVATION OF ARCHITECTURAL CONTROL BY GRANTOR.

Section 2.1 Improvements. No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aeriads, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by Grantor. The approval or disapproval of Grantor shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which such portion of the Property is located.

Section 2.2 Submission. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvement or structure proposed upon any portion of the Property signed by the Owner thereof and contract vendee, if any. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials proposed for use on any portion of the Property, and may require such additional information as reasonably may be necessary to completely evaluate the proposed structure or improvements.

Section 2:3 Approvals. Approval or disapproval of applications to Grantor shall be given to the applicant in writing within fifteen (15) days of receipt thereof by Grantor, in full accordance with the procedures adopted by it; in the event that the approval or disapproval is not forthcoming within fifteen (15) days, unless an extension is agreed to by the applicant, the application shall be deemed approved; provided that any construction shall be in accordance with the submitted plans. Approval of any application by Grantor shall not

P. Y. D. OFF. REC.
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constitute a basis for any liability of Grantor: (i) failure of the plans to conform to any application building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

III. USE RESTRICTIONS.

Section 3.1 Use. The Property may be used for life care facilities including a nursing home facility, community facilities, food service, social, health, recreational and residential service facilities not to exceed 83,000 square feet and no more than 250 dwelling units containing not less than 750 square feet of interior living space per unit, and for no other purpose unless expressly permitted in writing by Grantor.

Section 3.2 PUD and DRI. Due to the integrated nature of the Property and Sawgrass development under the terms of a single Planned Unit Development ordinance issued by St. Johns County, Florida ("PUD") and a Development of Regional Impact Order ("DRI"), Grantee agrees that it will not construct any improvements upon the Property nor take any action, which would constitute a violation, of or result in a modification of the terms and provisions of the DRI or PUD, without the prior written consent of Grantor.

Section 3.3 Underground Lines. All electrical and telecommunication transmission lines within the Property, other than those existing on the date hereof, if any, shall be installed and maintained underground.

Section 3.4 Nuisances. Nothing shall be done or maintained on the Property which may be or become an annoyance or nuisance to any portion of the Sawgrass development. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 3.5 Lake Maintenance and Use. Grantee shall not pump or otherwise remove any water from any portion of the Player Club at Sawgrass lake system nor place any matter or object in such lakes. The height, grade and contour of any lake embankment hereafter abutting the Property shall not be changed without the prior written consent of the Grantor.

Section 3.6 No Resubdividing. It is specifically understood that owner, its successors or assigns shall not plat, replat or resubdivide the Property or any portion thereof without the prior written consent of Grantor.

Section 3.7 Additional Restrictions. Grantor may, with approval of Grantee, modify, waive or cancel any of the restrictions set forth herein, in whole or in part, at any time or from time to time. The restrictions contained herein shall be in addition to those restrictions contained in the Declaration of Restrictions and Supplementary Declaration of Covenants for Life Care Pastoral Services, Inc. as recorded in the public records of St. Johns County, Florida.

IV. DRAINAGE EASEMENT.

Section 4.1 Grant of Easement. Grantor hereby grants to Grantee, for the benefit of the Property, a non-exclusive easement in common with Grantor and its subsequent grantees, to drain stormwater runoff from the Property into the lake and canal system for Players Club at Sawgrass, a portion of which is located adjacent to and on the southerly side of the Property.

P. U. D. OFF. REC.
BOOK K. PAGE 382

Section 4.2 Maintenance. Grantee agrees and covenants for itself, its successors and assigns, that all pipes or other improvements installed by Grantee pursuant to this easement shall be installed and maintained by Grantee, at its expense, and in the event it shall become necessary to excavate any portion of the easement, or to otherwise alter or damage any landscaping, utility improvements, or other improvements installed within the easement by Grantor, or any utility company, Grantee shall be responsible for any damage caused thereby and shall restore the easement to its prior condition as soon as reasonably possible following such excavation or damage.

Section 4.3 Runs with the Land. This easement, including both the benefit and burdens hereof, shall run with title to the Property.

Section 4.4 Right to Relocate. Grantor reserves the right to relocate any pipes or other improvements installed pursuant to this Easement as Grantor may, in its discretion, deem necessary or appropriate provided such relocation shall be made at Grantor's sole cost and expense and shall not impede or impair the flow of stormwater off the Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Gayle S. Leinich

ARVIDA CORPORATION

By: [Signature]
James E. Davidson, Jr.
Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1st day of December, 1986, by James E. Davidson, Jr., the Vice President of, Arvida Corporation, a Delaware corporation, on behalf of the corporation.

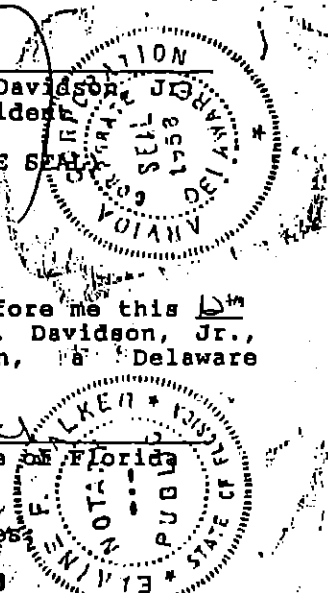
[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires

My Commission Expires Feb. 3, 1990

ARVIDA/0534

P. U. D. OFF. REG.
BOOK K PAGE 383





2527 Jacksonville, Fla.
 90 North 1st Street
 Jacksonville, Florida 32202
 904 733-1111
 904 733-1112
 904 733-1113

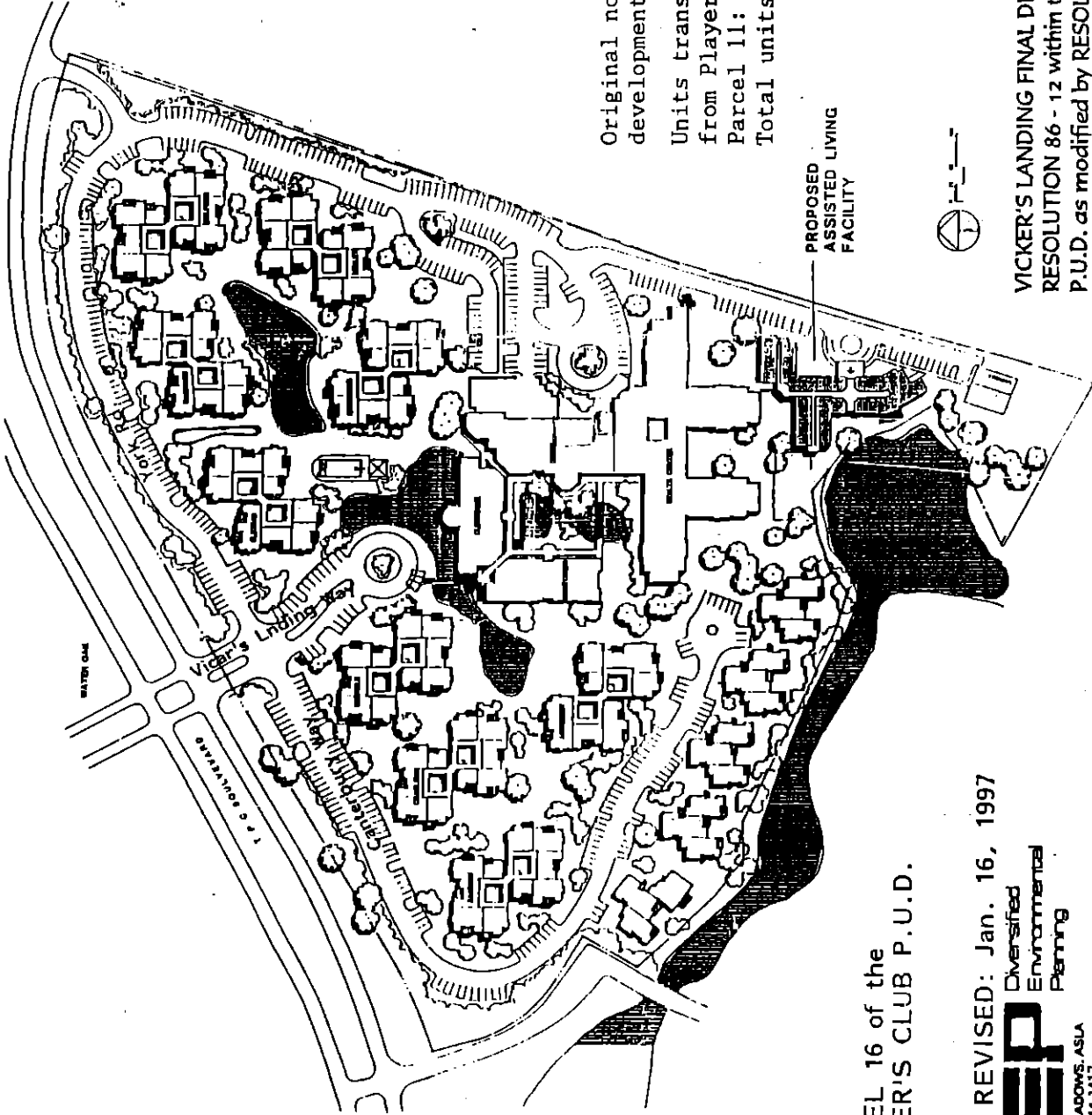
*Vicker's
 Landing*

ASSISTED
 LIVING
 FACILITY

SITE PLAN

P. U. D. OFF. REC.
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Original no. of
 development units: 250
 Units transferred
 from Player's Club
 Parcel 11: 16
 Total units: 266



PARCEL 16 of the
 PLAYER'S CLUB P. U. D.

PLAN REVISED: Jan. 16, 1997

DEP Diversified
 Environmental
 Planning

HILTON T. MASADONS, ASLA
 8077 MERRILL ROAD
 JACKSONVILLE, FL 32211

VICKER'S LANDING FINAL DEVELOPMENT PLAN
 RESOLUTION 86 - 12 within the PLAYER'S CLUB
 P. U. D. as modified by RESOLUTION 97 -

ST. JOHNS SERVICE COMPANY

200 NORTH LAURA STREET
TENTH FLOOR, THE GREENLEAF BUILDING
POST OFFICE BOX 52506
JACKSONVILLE, FL 32201-2506
(904) 358-2529

September 20, 1996

Mr. Hilton T. Meadows
Diversified Environmental Planning
6837 Merrill Road
Jacksonville, Florida 32277

RE: Vicar's Landing Expansion
Thirty-eight one-bedroom apartments

P. U. D. OFF. REC.
BOOK K PAGE 385

Dear Mr. Meadows:

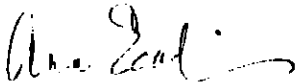
This is to advise that St. Johns Service Company will provide water and sewer service to the above-referenced project.

Service will be provided in accordance with the terms and conditions of the Utility Agreement, by and between Arvida Corporation, Fletcher Land Corporation and St. Johns Service Company, dated May 2, 1980, and subsequent memorandums, subject to the approval of the Florida Department of Environmental Protection, Department of Health and Rehabilitative Services, St. Johns County Water and Sewer Authority, and all other regulatory authorities having jurisdiction.

Should you have any questions, please contact me at your convenience.

Very truly yours,

ST. JOHNS SERVICE COMPANY



Ann Eadie
Bookkeeper

AE:kc

PAGE 16
 INCREASE ALLOWABLE DEVELOPMENT UNITS BY 16, FROM 250
 UNITS TO 266 UNITS.

P. U. D. OFF. REC.
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PONTE VEDRA BLVD



Sawgrass
 Beach Club

EXHIBIT A -
 TO RESOLUTION

OVERALL NUMBER OF ALLOWABLE MULTI-FAMILY
 DEVELOPMENT UNITS IS UNCHANGED BY THIS TRANSMITTAL.

1. Parcels 26 & 29 density reduction from 133 Palto Home Units to 30 single-family units. (Approved January 13, 1987)
2. Parcel 27 density reduction from 125 Palto Home Units to 37 single-family units. (Approved April 7, 1988)

RD DENSITY TOTALS ARE AS FOLLOWS:
 SF: 713
 PH: 870
 TOTAL: 4154

NO MASTER PLAN CHANGES
 SINCE NOVEMBER 25, 1986.



Starting Facility



Diversified
 Environmental
 Planning

HELDON I. MEADOWS, ASIA
 804/724-1417
 8827 MARSH ROAD
 JACKSONVILLE, FL 32211

REVISED: JAN. 16, 1997

SWA GROUP, INC.
 SITE PLANNERS

BESSENT, HAMMACK,
 & RUCKMAN, INC.
 CONSULTING & DESIGN ENGINEERS

REVISED: OCT. 10, 1990
 REVISED: AUG. 31, 1990
 REVISED: SEPT. 6, 1988
 Revised: April 6, 1984
 March 19, 1985
 August 15, 1985
 June 11, 1986
 Sept. 16, 1986

0 600 1200 1800



Revised: March 31, 1988
 Revised: July 7, 1988
 Revised: 8/21/89

TOTAL d.u. 4035 d.u.

*Includes 66 PH d.u.
 with Northgate I and II
 and 13 SF Lake
 Katherine

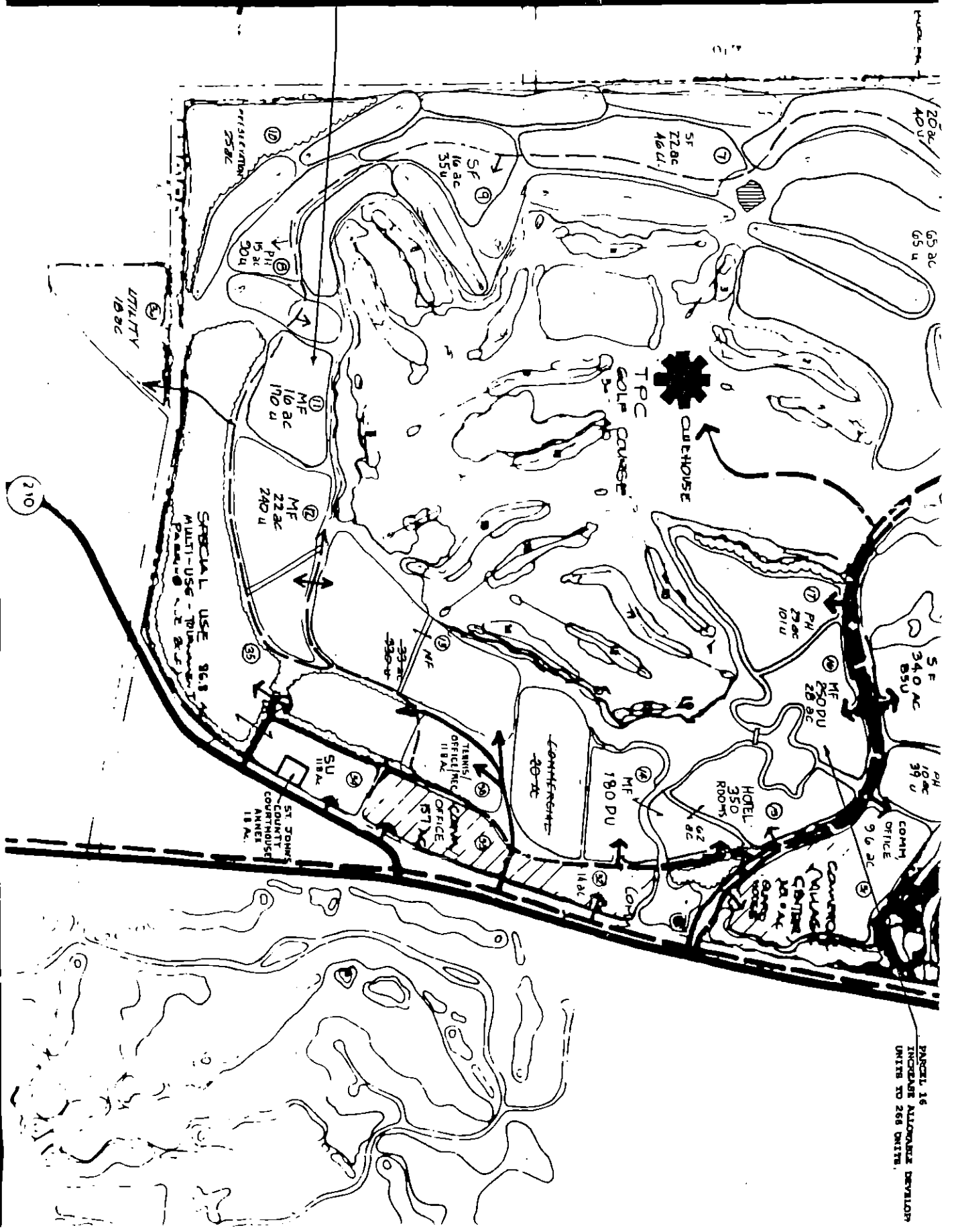
BHR
 Planning
 Group Inc.

2000 Corporate Square
 Jacksonville Florida

INTRACOASTAL W

ROSCOE, BLVD

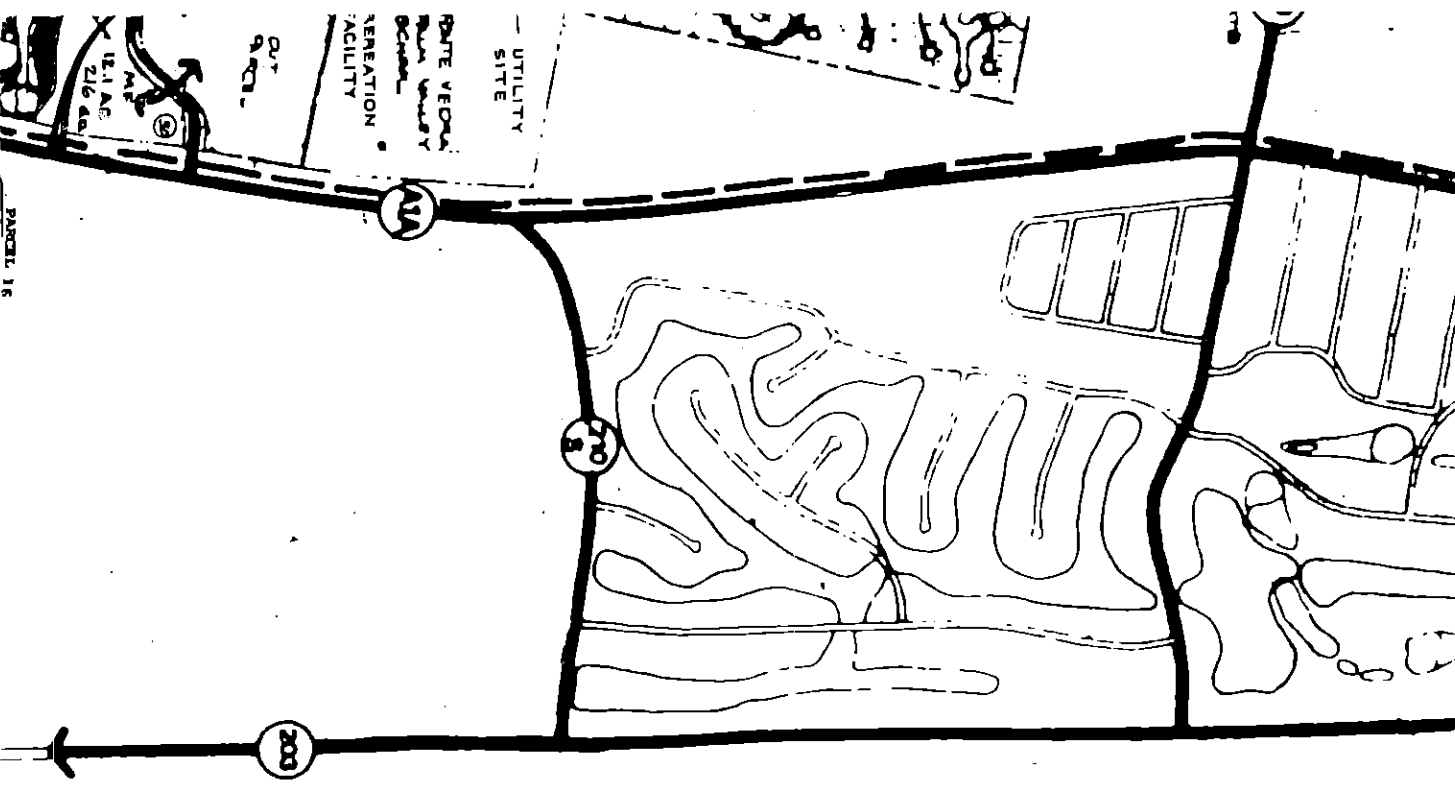
HT UNITS BY 16, FROM 170



PARCEL 16
INCREASE ALLOWABLE DEVELOPER
UNITS TO 266 UNITS.

BEACH

P. U. D. OFF. REC.
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1. REDUCE THE NUMBER OF ALLOWABLE MULTI-FAMILY DEVELOPMENT UNITS IN PARCEL 11 FROM 170 UNITS TO 154 TOTAL UNITS.
2. INCREASE THE NUMBER OF ALLOWABLE MULTI-FAMILY DEVELOPMENT UNITS IN PARCEL 16 FROM 250 UNITS TO 266 TOTAL UNITS.

POD MASTER PLAN CHANGES
JANUARY 1997

THIS IS A DIRECT TRANSFER OF 16 MULTI-FAMILY DEVELOPMENT UNITS FROM PARCEL 11 TO PARCEL 16. THE OVERALL NUMBER OF ALLOWABLE MULTI-FAMILY DEVELOPMENT UNITS IS UNCHANGED BY THIS TRANSFER.

Existing Inlet Beach
411 d.u.

Commercial
Approx. 98 ac.

TOTAL d.u. 700

D.R.I. APPROVED TOTALS

MF Multi-Family
Approx. 215 ac.
1815 d.u.

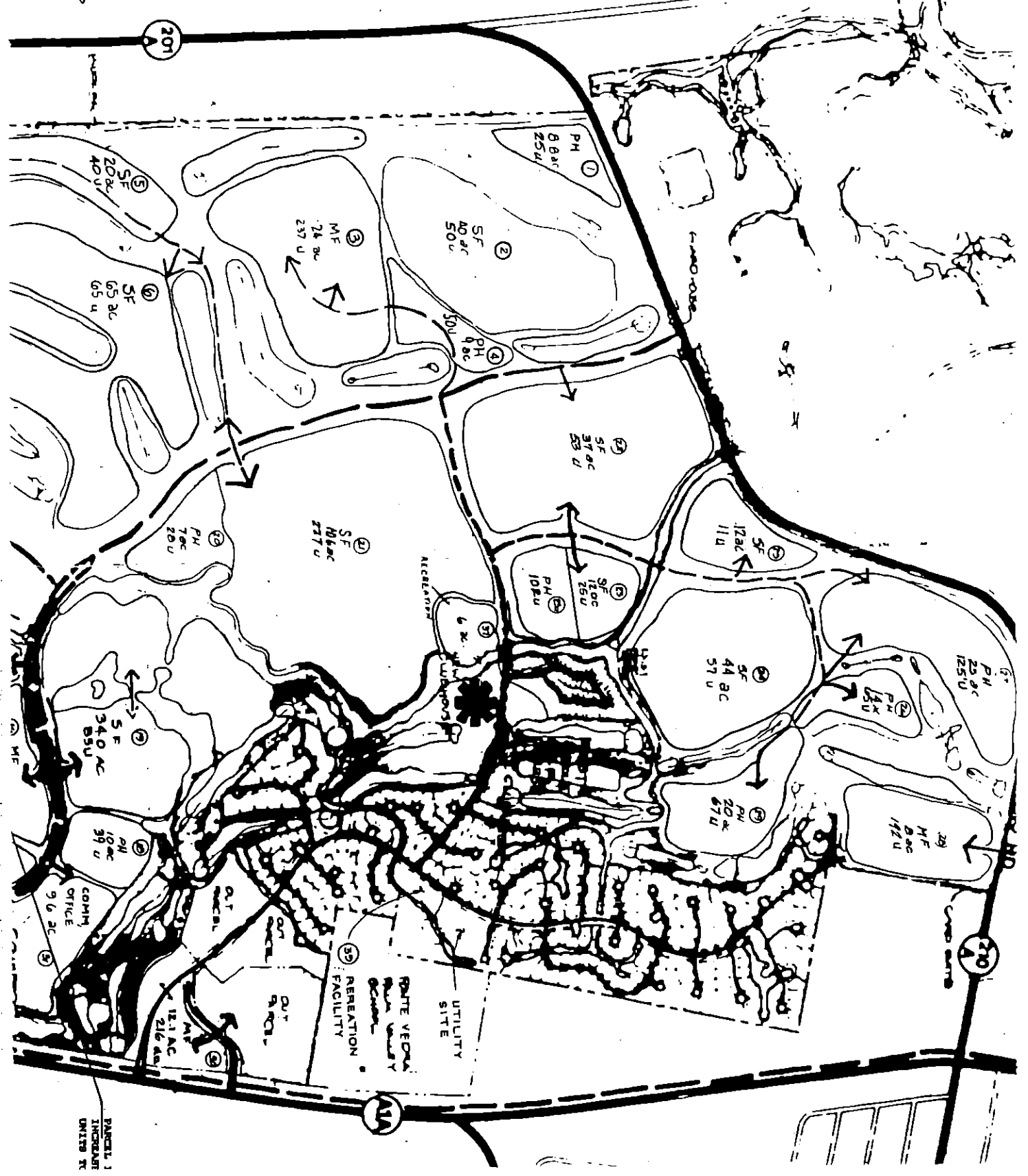
Hotel Rooms 350

SF Single Family
Approx. 418 ac.
701 d.u.

PH Patio Homes
Approx. 188 ac.
758 d.u.

PROPOSED
MASTER PLAN/
PLAYERS CLUB
D.R.I.

ASTAL WATERWAY



PANEL 1
INCREASE
UNITS IN

STATE OF FLORIDA
COUNTY OF ST. JOHNS

P. U. D. OFF. REC.
BOOK K PAGE 391

I, CHERYL STRICKLAND, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

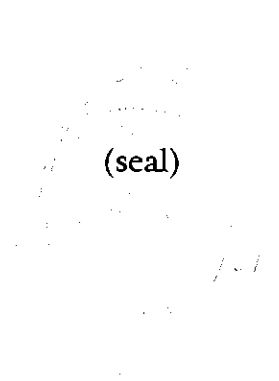
RESOLUTION NO. 97-60

Adopted by the Board of County Commissioners of St. Johns County, Florida, at a Regular Meeting of said Board held March 25, 1997

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY FL
97 APR - 8 AM 10:43
CHERYL STRICKLAND
CLERK OF COURTS

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 4th day of April, 1997.



(seal)

CHERYL STRICKLAND
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County Commissioners of St. Johns County, Florida

By: Yvonne Carter
Yvonne Carter, Deputy Clerk