

RESOLUTION NO. 2006- 228

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING A TRANSFER OF \$65,000 FROM ST. JOHNS COUNTY PARK IMPACT FEE FUND – ZONE “B” TO ST. JOHNS COUNTY FIRE/EMS IMPACT FEE FUND.

WHEREAS, Resolution No. 93-163, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, authorized an agreement between St. Johns County and the developer of Sanchez Grant PUD to allow fire impact fee credits in the amount of \$65,000 upon conveyance of property for construction of a fire station; and

WHEREAS, the property was conveyed to the County by Special Warranty Deed attached hereto as Exhibit “B”, incorporated by reference and made a part hereof. Pursuant the original agreement outlined in Resolution No. 93-163, the developer received fire impact fee fund credits of \$65,000, however, the fire station was never constructed. The original agreement contained a restriction that the property only be used for a fire station but that restriction was released in 2004 as shown in Exhibit “C”, attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, the property is now being used by St. Johns County Recreation and Parks for a Senior Center therefore, fire services is requesting reimbursement of the credits from Park Impact Fee Fund – Zone “B”.

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

Section 1. The above recitals are incorporated by reference into the body this Resolution and such recitals are adopted as findings of fact.

Section 2. The transfer of \$65,000 from St. Johns County Park Impact Fee Fund-Zone “B” to St. Johns County Fire/EMS Impact Fee Fund is hereby approved by the Board of County Commissioners.

PASSED AND ADOPTED this 11th day of July, 2006.

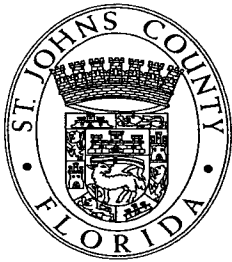
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA.**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrade
Deputy Clerk

RENDITION DATE 7-13-06



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER FORM**

July 11, 2006

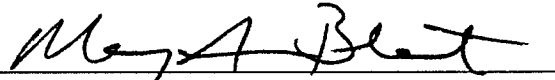
(Board Meeting Date)

| | | | | | | | |
|-------|----------|------------|-------------|---------|------|---------|------|
| Date: | 06/20/06 | Dept Name: | Impact Fees | Dept #: | 1152 | Fund #: | 1180 |
|-------|----------|------------|-------------|---------|------|---------|------|

| Transfer From: | | | Transfer To: | | |
|----------------|---------------|-----------|---------------|----------------|-----------|
| Account No. | Title | Amount | Account No. | Title | Amount |
| 1198-56100 | Land | \$65,000 | 1199-59100 | Trans to Funds | \$65,000 |
| 1152-38101 | Trans to Fund | 65,000 | 1180-59920 | Reserves | 65,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | \$130,000 | TOTAL: | | \$130,000 |

Justification of Request:

Repayment of impact fees from Impact Fees Parks Zone B to Fire/EMS Impact Fees.



 Authorized Signature

This request has been checked and is correct in every aspect including an adequate source of funds to complete the transfer:

Yes

X

No

Budget Officer

| | | |
|--|----------|-------------|
| Recommendation of the County Administrator | Approved | Disapproved |
| Remarks: | | |

RESOLUTION NO. 93-163

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A CERTAIN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND 800 ACRE INVESTMENT PARTNERSHIP, A FLORIDA GENERAL PARTNERSHIP, FOR THE ACQUISITION OF A CERTAIN PROPERTY FOR A FIRE STATION SITE IN EXCHANGE FOR FIRE IMPACT FEE CREDIT AGAINST FUTURE IMPACT FEES WHICH WILL BE DUE BY VIRTUE OF DEVELOPMENT OF THE SANCHEZ GRANT PLANNED UNIT DEVELOPMENT.

WHEREAS, it is in the best interest of the citizens of St. Johns County to acquire the Property more fully described in the Agreement attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, 800 Acre Investment Partnership, a Florida general partnership, will deed the Property to the County in exchange for credit for future fire impact fees as authorized by County Ordinance 87-59.

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

1. The Board of County Commissioners hereby accepts the Agreement and approves the execution of the Agreement by the County Administrator.

2. The Board of County Commissioners hereby authorizes a credit to the Owners as outlined in Exhibit A against future fire impact fees in the amount of \$65,000.00, as authorized by County Ordinance 87-59. Upon receipt of the executed deed, the amount of \$65,000.00 will be deducted from fire impact fees due from the Owners by virtue of development of the Sanchez Grant Planned Unit Development, approved by Ordinance 93-10.

3. The Clerk is instructed to file the Agreement and mail executed copies to 800 Acre Investment Partnership, 1300 Gulf Life Drive, Suite 600, Jacksonville FL 32207.

ADOPTED this 26th day of October, 1993.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: Quinn Balawage
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

By: William Carter
Deputy Clerk

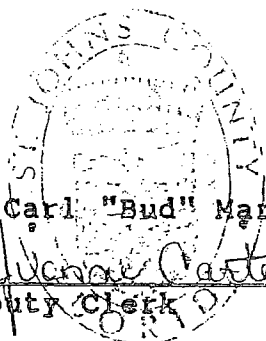


Exhibit "A" to Resolution

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of September, 1995, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter designated as "County", and 800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, hereinafter designated as "Owners".

WITNESSETH:

WHEREAS, the County desires to obtain a portion of the Owner's property, more fully described in Exhibit A which is attached hereto, incorporated by reference and made a part hereof (the Property); and

WHEREAS, on February 23, 1993, the County approved Ordinance 93-10, authorizing the Sanchez Grant Planned Unit Development (PUD); and

WHEREAS, Section 3 of Ordinance 93-10 requires the dedication of 2.0 acres within the PUD for government use in exchange for fire impact fee credit in an amount to be determined at the time the 2.0 acres are accepted by the County; and

WHEREAS, it is in the public interest for the County to acquire ownership of the Property for the construction of a Fire Station; and

WHEREAS, the Owners will deed the Property to the County in exchange for impact fee credit against future fire impact fees which will be due by virtue of development of the Sanchez Grant PUD; and

WHEREAS, the Owners have submitted a written request for impact fee credits in exchange for the Property; and

WHEREAS, the County Administrator has accepted the Owners' offer, as required by Section 12 of Ordinance 87-59; and

WHEREAS, the County has accepted Clark, Hunter and Associates' December 28, 1992, appraised value of the Property, a copy of which is attached hereto as Exhibit B, of \$65,000.00 as the Property's fair market value; and

WHEREAS, the impact fee credits are authorized by Section 12 of County Ordinance 87-59, as set forth more fully below; and

WHEREAS, on Oct. 26, 1993, the County approved Resolution No. 93163, approving this agreement and authorizing the County Administrator to execute the agreement on behalf of the County.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed between the parties as follows:

1. The County hereby accepts the Property for a fire station site. Upon execution of this agreement by the parties, the owners will execute a deed conveying the Property to the County in fee simple title, with no encumbrances.

2. The County hereby approves a credit to the Owners against future fire impact fees in the amount of \$65,000.00, as authorized by County Ordinance 87-59. The amount of \$65,000.00 will be deducted from fire impact fees due as a result of the Sanchez Grant PUD.

3. The County will pay all expenses related to title insurance, transfer and recording of the deed. These expenses will be charged to the Fire Service Impact Fee Fund.

4. Property taxes will be prorated at time of closing.

5. This agreement may be amended in writing executed with the same formalities as the original.

6. This agreement shall be construed and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County, Florida.

7. The executed original of this agreement shall be filed with the Clerk of the St. Johns County Board of County Commissioners, and each party shall receive a certified copy of the recorded agreement.

8. This agreement shall be effective upon execution by all parties hereto.

9. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Notices or correspondence related to this agreement shall be sent to the following:

For 800 Acre Investment Partnership:

1300 Gulf Life Drive, Suite 600

Jacksonville, Florida 32207

For St. Johns County:

County Administrator

P. O. Drawer 349

St. Augustine FL 32085

11. If any section, phrase, sentence or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

Signed, Sealed, and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Mary Ann Blount
Print Name Mary Ann Blount

BY: Nicholas M. Meiszer
Nicholas M. Meiszer
County Administrator

Betty Sue Stepp
Print Name Betty Sue Stepp

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my Commission expires: 12-21-98.

THE FOREGOING INSTRUMENT was acknowledged before me on 9-27, 1998, by Nicholas M. Meiszer, County Administrator of St. Johns County, Florida who is personally known to me and he did / did not take an oath.

Signature Mary Ann Blount
Notary Public

Print Name Mary Ann Blount
Commission# CC 428448

Notary Seal



MARY ANN BLOUNT
Notary Public, State of Florida
My comm. expires Dec. 21, 1998
Comm. No. CC 428448

IN WITNESS WHEREOF, the Owners have caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, this 27 day of September, 1995.

Signed sealed and delivered in the presence of:

Douglas A. Ward
Print Name DOUGLAS A. WARD

800 ACRE INVESTMENT PARTNERSHIP
a Florida general partnership
by Florida Title Group, Inc., its
Managing General Partner
BY: *W.M. Brannen*
Title Vice President
Print Name W.M. Brannen

Becky Mariotti
Print Name BECKY MARIOTTI

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 27 day of SEPTEMBER, 1995, by N.M. BRANNEN, V.P. OF FLORIDA TITLE GROUP MANAGING GENERAL PARTNER 800 Acre Investment Partnership, a Florida general partnership on behalf of the partnership, who is personally known to me, or has produced _____ as identification, and who did / did not take an oath.

My Commission expires:

Becky Mariotti
Notary Public, State of
Florida at Large

Print Name _____

Commission # _____



Becky Mariotti
MY COMMISSION # 00485486 EXPIRES
August 10, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

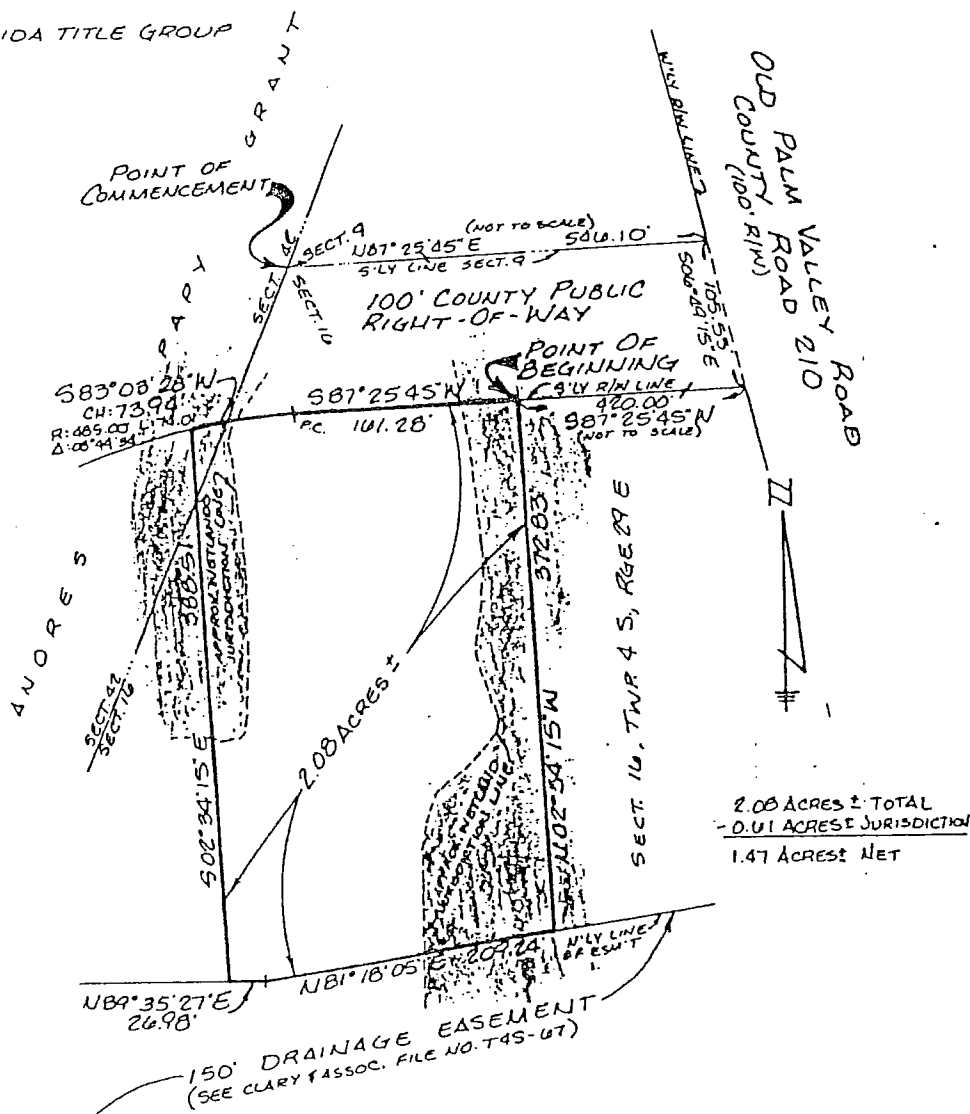
EXHIBIT A to Agreement

MAP SHOWING

A PORTION OF THE ANDRES PARY GRANT SECTION 42, TOGETHER WITH A PORTION OF SECTION 16, ALL BEING IN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

SEE SHEET 2 OF 2 FOR DESCRIPTION.

FOR: FLORIDA TITLE GROUP



2.08 ACRES ± TOTAL
- 0.01 ACRES JURISDICTION
1.47 ACRES NET

150' DRAINAGE EASEMENT
(SEE CLARY ASSOC. FILE NO. T45-07)

GENERAL NOTE

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE S'LY LINE OF SECT. 9, TWP 4 S, RGE 29 E AS N87°25'45" E
- 2) EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, UTILITIES AND SEWERS, UNLESS OTHERWISE NOTED HEREON.
- 3) THIS MAP WAS MADE WITHOUT REFERENCE TO AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

4) LEGEND

- R/W = RIGHT-OF-WAY
- B.R.L. = BUILDING RESTRICTION LINE
- P.C.P. = PERMANENT CONTROL POINT (NAIL & DISK)
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD LENGTH
- R.P. = RADIUS POINT
- O.R.V. = OFFICIAL RECORDS VOLUME
- CL = CENTERLINE
- APPROX. = APPROXIMATELY
- PG. = PAGE
- FND. = FOUND
- EAS'T = EASEMENT
- I.P. = IRON PIPE
- P.B. = PLAY BOOK
- TEL. = TELEPHONE
- LP = LIGHT POLE
- PP = POWER POLE
- CATV = CABLE TELEVISION
- SIR, SEW. = SEWER
- FR = FIRE RIGIDANT
- COL. = COLUMN
- ELEC. = ELECTRIC
- CONC. = CONCRETE

SHEET 1 OF 2 SHEETS

I HEREBY CERTIFY THAT THE LANDS SHOWN HEREON LIE WITHIN ZONE AS SHOWN ON F.T.A. FLOOD HAZARD BOUNDARY MAP .
COMMUNITY NO. DATED

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE MAPPED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, AND THAT THE MAP SHOWN HEREON SHEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 413.027, FLORIDA STATUTES.
DATED OCTOBER 20, 19 92

CLARY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 260-2760
Gregory B. Clary

LEGEND

- CONCRETE MONUMENT
- X-X FENCE
- IRON PIPE SET
- IRON PIPE FOUND

MAP SHOWING

SEE SHEET 1 OF 2 SHEETS FOR MAP

A portion of the Andres Papy Grant, Section 42, TOGETHER WITH a portion of Section 16, all being in Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of Sections 42, 16, and 9; thence North 07°25'45" East, along the Southerly line of Section 9, a distance of 546.10 feet, to the Westerly right-of-way line of Old Palm Valley Road, County Road Number 210 (a 100 foot right-of-way as now established); thence South 06°49'15" East, 105.53 feet, to the Southerly right-of-way line of a 100 foot county public right-of-way as now established; thence Southwesterly along last said line, run the following three (3) courses and distances: COURSE NO. 1: South 87°25'45" West, 420.00 feet, to the POINT OF BEGINNING; COURSE NO. 2: South 87°25'45" West, 161.28 feet, to the point of curvature of a curve to the left; COURSE NO. 3: thence along and around the arc of said curve, concave Southerly, having a radius of 485.00 feet, an arc distance of 74.01 feet, said arc being subtended by a chord bearing and distance of South 83°03'28" West, 73.94 feet; thence departing said Southerly right-of-way line, South 02°34'15" East, 388.51 feet, to the Northerly line of a 150 foot drainage easement; thence Northeasterly along said Northerly line, run the following two (2) courses and distances: COURSE NO. 1: North 89°35'27" East, 26.98 feet; COURSE NO. 2: North 81°18'05" East, 209.24 feet; thence departing from said Northerly line, North 02°34'15" West, 372.83 feet, to the POINT OF BEGINNING.

Containing 2.08 acres, more or less.

FOR: FLORIDA TITLE GROUP

SHEET 2 OF 2 SHEETS

THEREBY CERTIFY THAT THE LANDS SHOWN HEREON LIE WITHIN ZONE AS SHOWN ON F.I.A. FLOOD HAZARD BOUNDARY MAP
COMMUNITY NO. DATED

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, ~~AND THAT THE SURVEY IS ACCORDING TO THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.07, FLORIDA STATUTES~~

CLARY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3830 CROWNE POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 699-2100

Adam B. Clary

LEGEND

- CONCRETE MONUMENT
- FENCE
- IRON PIPE SET
- IRON PIPE FOUR

RE# 067270-0000

Prepared By and Return To
DOUGLAS A. WARD
Rogers, Towers, Bailey, Jones & Gay
Attorneys at Law
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

Rec-1300
Sur-200
Doc-455.00

Recorded in Public Records St. Johns County, FL
Clerk# 96001041 O.R. 1149 PG 35 10:23AM 01/10/96
Recording \$13.00 Surcharge \$2.00 Doc Stamps \$455.00

SPECIAL WARRANTY DEED

THIS INDENTURE is made, executed and delivered as of the 28th day of September, 1995, between 800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, Grantor, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, Grantee, whose address is P.O. Drawer 349, St. Augustine, Florida 32085-0349.

W I T N E S S E T H:

That the said Grantor, for and in consideration of the impact fee credits as more particularly set forth in that certain Agreement between Grantor and Grantee dated as of September 27, 1995 ("Agreement") and by this reference, made a part hereof, and the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has Granted, bargained and sold to the Grantee, its legal representatives, successors and assigns forever, for the exclusive purpose as set forth in the Agreement, the following described land (the "Land"), situate, lying and being in the County of St. Johns, State of Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted encumbrances (the "Permitted Encumbrances"):

1. Real estate taxes for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same;
3. Matters which a current survey or careful inspection of the Land any improvements thereon would reveal;

Mark - Pat Seyance

4. Laws, codes, rules and regulations of any governmental authority having jurisdiction over the Property.

Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor but against none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its Managing General Partner the day and year first above written.

Signed, sealed and delivered in the presence of:

800 ACRE INVESTMENT PARTNERSHIP

By: Florida Title Group, Inc., its Managing General Partner

Pelky Mariotti
Print Name: PELKY MARIOTTI

By: *A. Leland Burpee, Jr.*
A. Leland Burpee, Jr.
Its: Vice President

Joyce L. Casey
Print Name: Joyce L. Casey

Address:
1301 Riverplace Boulevard
Suite 600
Jacksonville, Florida 32202



(CORPORATE)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of September, 1995, by A. Leland Burpee, Jr., the Vice President of Florida Title Group, Inc., a Florida corporation, the Managing General Partner of 800 Acre Investment Partnership, a Florida general partnership, on behalf of the partnership, who is personally known to me.

Joyce L. Casey
Notary Public, State of Florida
Name: _____

JOYCE L. CASEY

My Commission Expires: _____
My Commission Number is: _____
Notary Public, State of Florida
My Comm. expires Sept. 6, 1999
Comm. No. CC 481400



EXHIBIT A to Special Warranty Deed

A portion of the Andres Papy Grant, Section 42, TOGETHER WITH a portion of Section 16, all being in Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of Sections 42, 16, and 9; thence North 07°25'45" East, along the Southerly line of Section 9, a distance of 546.10 feet, to the Westerly right-of-way line of Old Palm Valley Road, County Road Number 210 (a 100 foot right-of-way as now established); thence South 06°49'15" East, 105.53 feet, to the Southerly right-of-way line of a 100 foot county public right-of-way as now established; thence Southwesterly along last said line, run the following three (3) courses and distances: COURSE NO. 1: South 87°25'45" West, 420.00 feet, to the POINT OF BEGINNING; COURSE NO. 2: South 87°25'45" West, 161.28 feet, to the point of curvature of a curve to the left; COURSE NO. 3: thence along and around the arc of said curve, concave Southerly, having a radius of 485.00 feet, an arc distance of 74.01 feet, said arc being subtended by a chord bearing and distance of South 83°03'28" West, 73.94 feet; thence departing said Southerly right-of-way line, South 02°34'15" East, 388.51 feet, to the Northerly line of a 150 foot drainage easement; thence Northeasterly along said Northerly line, run the following two (2) courses and distances: COURSE NO. 1: North 89°35'27" East, 26.98 feet; COURSE NO. 2: North 81°18'05" East, 209.24 feet; thence departing from said Northerly line, North 02°34'15" West, 372.83 feet, to the POINT OF BEGINNING.

Containing 2.08 acres, more or less.

①
In a Ret Rogers
Towers
7548

Exhibit "C" to Resolution

#2

Public Records of
St. Johns County, FL
Clerk# 04-071418
O.R. 2285 PG 1243
09:47AM 09/23/2004
REC \$9.00 SUR \$9.50

RECORD & RETURN TO:

Susan S. Bloodworth, Esquire
Rogers, Towers
170 Malaga Street, Suite A
P. O. Box 3504
St. Augustine, Florida 32085-3504

RELEASE OF RESTRICTION

THIS RELEASE is made and given this 20th day of September, 2004, by **800 ACRE INVESTMENT PARTNERSHIP**, a Florida general partnership, (Hereinafter "800 Acre")

WITNESSETH:

WHEREAS, on September 28, 1995, 800 Acre conveyed certain real property to St. Johns County by Special Warranty Deed recorded in Official Records Book 1149, Page 35, of the public records of St. Johns County Florida; and

WHEREAS, said Special Warranty Deed is subject to a certain restriction as set forth in an Agreement between 800 Acre and St. Johns County and recited in the deed as follows: "for the exclusive purpose as set forth in the Agreement;" and

WHEREAS, said restriction limits the use of the real property as a fire station and St. Johns County has requested the restriction be released and 800 Acre has agreed to release the same.

NOW, THEREFORE, 800 Acre hereby releases, remises and cancels the above mentioned restriction on real property as described in said Special Warranty Deed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by its Managing General Partner the day and year first above written.

800 Acre Investment Partnership, a Florida general partnership

Signed, Sealed and Delivered in Our Presence:

By Its Managing General Partner: Florida Title Group, Inc., a Florida corporation

Susan S. Bloodworth
[Type/Print name of witness]
SUSAN S. BLOODWORTH

By: William M. Brannen
William M. Brannen, its Vice President

Beverly D. Mazzarella
[Type/Print name of witness]
Beverly D. Mazzarella

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of September, 2004, by William M. Brannen, as Vice President of Florida Title Group, Inc., a Florida corporation, the managing general partner of 800 Acre Investment Partnership on behalf of the corporation and the partnership, who is personally know to me.

Susan S. Bloodworth

Notary Public, State of Florida



Susan S. Bloodworth
MY COMMISSION # DD132984 EXPIRES
September 13, 2006
BONDED THRU TROY FAIR INSURANCE, INC

Name: _____
My Commission Expires: _____
My Commission Number is: _____

COPY