

Prepared by and return to:
Lawsikia J. Hodges, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202-5017
066916/0247

SPECIAL WARRANTY DEED

(Lots 5B-1 and 5B-2, Parcel 33 of The
Crossings at Fleming Island)

Reserved for clerk

THIS SPECIAL WARRANTY DEED ("Deed") is made and executed this 9 day of December, 2005, by **EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE**, a Florida joint venture, whose address is 1880 Eagle Harbor Parkway, Orange Park, Florida 32003 and whose Taxpayer Identification Number is 54-1568835 ("Grantor") to **GLENWOOD A. CHARLES** and **MARSHA W. CHARLES**, husband and wife, whose address is 2017 Salt Myrtle Lane, Orange Park, Florida 32003 ("Grantee").

WITNESSETH:

That in consideration of the sum of Ten and No/100 Dollars (\$10.00) 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 Clay 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. The Property real estate identification number is 04-05-26-014176-001-02.

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

Grantor hereby covenants with Grantee, that except for those matters more particularly described on Exhibit "B" attached hereto and made a part hereof ("Permitted Encumbrances"), the Property is free from all encumbrances and Grantor will warrant and defend Grantee's title against the 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, easements and provisions ("Covenants and Restrictions"):

COVENANTS, RESTRICTIONS AND EASEMENTS

24 Section 1. Required Site Improvements. Site improvements shall be subject to the architectural review required in the Towncenter and East of 17 at Eagle Harbor Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded in Official Records Book 1690, page 346; and as spread by that Supplemental Declaration recorded in Official Records Book 1716, page 2056; and as further spread by that Supplemental Declaration recorded in Official Records Book 1756, page 90; and as further spread by that Supplemental Declaration



recorded in Official Records Book 1769, page 1537; and as further spread by that Supplemental Declaration recorded in Official Records Book 1837, page 867; and as further spread by that Supplemental Declaration recorded in Official Records Book 1908, page 118; and as further spread by that Supplemental Declaration recorded in Official Records Book 1910, page 1260; and as further spread by that Supplemental Declaration recorded in Official Records Book 1924, page 832; and as further spread by that Supplemental Declaration recorded in Official Records Book 1977, page 1625; and as further spread by that Supplemental Declaration recorded in Official Records Book 1987, page 2036; and as further spread by that Supplemental Declaration recorded in Official Records Book 2043, page 430; and as further spread by that Supplemental Declaration recorded in Official Records Book 2073, page 205; and as further spread by that Supplemental Declaration recorded in Official Records Book 2134, page 1255; and as further spread by that Supplemental Declaration recorded in Official Records Book 2183, page 1217, and as further spread by that Supplemental Declaration recorded in Official Records Book 2346, page 1056, and as further spread by that Supplemental Declaration recorded in Official Records Book 2494, Page 213, and amended in Official Records Book 2535, Page 31, and as further spread by that Supplemental Declaration recorded in Official Records Book 2600, Page 1622, and as further spread by that Supplemental Declaration recorded in Official Records Book 2600, Page 1954, all in the public records of Clay County, Florida (collectively, the "Declaration").

Section 2. CDD. Grantee acknowledges that the Property is subject to a Community Development District ("CDD") created under the provisions of Chapter 190, Florida Statutes, to finance the construction, operation and maintenance of certain road improvements, fire safety equipment, a master drainage system and certain water distribution and sewage collection systems within The Crossings at Fleming Island. The CDD has an easement for these and other items pursuant to that certain Agreement to Assign, Dedicate, or Transfer, recorded in Official Records Book 1416, page 545 in the public records of Clay County, Florida ("CDD Blanket Easement"). In addition to the foregoing, Grantee specifically acknowledges and agrees to the following concerning the CDD:

- i. Grantee hereby consents to the present and future inclusion of the Property within the CDD and will execute any documents necessary to ensure such inclusion;
- ii. Grantee acknowledges that, in addition to other public taxes or obligation that may be lawfully imposed, the Property may be subject to special assessments, benefit taxes, maintenance taxes or other obligations that may be imposed by the CDD in order to finance infrastructure and services; and
- iii. Grantee acknowledges that it has reviewed a copy of Chapter 190, Florida Statutes, setting forth the statutory provisions governing the CDD.

Section 3. Development of Regional Impact. Grantee acknowledges that the Property lies within a Development of Regional Impact ("DRI") which was created pursuant to Chapter 380, Florida Statutes and which covers land generally known as The Crossings at Fleming Island Development of Regional Impact Development Order as set forth in Ordinance

88-77 adopted by Clay County Florida, and recorded in Book 1197, Page 644, as amended by Clay County Ordinance 91-52, recorded in Ordinance Book 6, Page 96, and said Notice of Amendment recorded in Official Records Book 1394, Page 1998, as further amended by Clay County Ordinance 92-91, and as further amended by Clay County Ordinance 93-4, recorded in Ordinance Book 6, Page 335, and said Notice of Amendment recorded in Official Records Book 1448, Page 594, as further amended by Clay County Ordinance 94-63, and as further amended by Clay County Ordinance 96-9, and as further amended by Clay County Ordinance 96-47 and said Notice of Amendment recorded in Official Records Book 1701, Page 1204, and as further amended by Clay County Ordinance 00-27, recorded in Ordinance Book 12, Page 105, and as further amended by Clay County Ordinance 01-07, and as further amended by Clay County Ordinance 01-27, and as further amended by Clay County Ordinance 02-60, and as further amended by Clay County Ordinance 03-79, and said Notice of Amendment recorded in Book 2288, Page 1689, as further amended by Clay County Ordinance No. 04-59, recorded in Ordinance Book 15, Page 517, and said Notice of Amendment recorded in Official Records Book 2458, Page 695, and corrected in Official Records Book 2477, Page 1945, as further amended by Clay County Ordinance 05-20, and said Notice of Amendment recorded in Official Records Book 2559, Page 1614, all of the public records of Clay County, Florida (collectively, the "Development Order"). Grantee acknowledges that the Property is subject to all of the provisions of Chapter 380, and specific provisions of the Development Order.

Section 4. Development Order.

i. Grantee will comply with the conditions for uses and improvements on the Property contained in the Development Order. Grantee shall assure that it and its successors and assigns will comply with such conditions for uses and improvements on the Property contained in the Development Order by providing in any deed or conveying document that the grantee is obligated to comply with the uses and improvements on the Property contained in the Development Order. Grantee further acknowledges it is solely liable for its violations of such conditions and shall have no recourse against Grantor for the violations of others. The failure of Grantor to seek enforcement of the Development Order conditions shall not constitute waiver of the provisions of this Section.

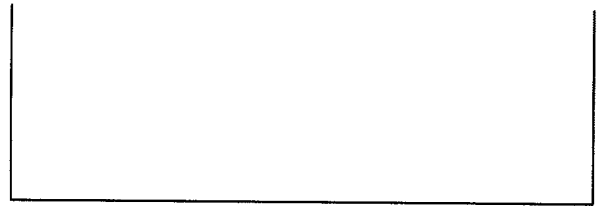
ii. The land and the other property comprising the Crossings are subject to the terms, conditions and requirements of the Development Order. This Deed shall be expressly subject to the terms and conditions in such Development Order. Grantee represents to Grantor that it has received, reviewed and is familiar with the provisions of, the Development Order and the exhibits attached thereto and agrees to be bound by, comply with and not deviate from the terms thereof. Grantee hereby waives, releases, discharges and covenants not to sue Grantor from and against any and all present and future claims, demands, suits, equitable obligations, legal and administrative proceedings and from all liability for damages, loss, costs, liabilities, fees, and expenses, present and future, known or

unknown, including but not limited to attorneys' fees arising out of or in any way connected with the violation of the Development Order by any party other than Grantor and by Grantor unless such violation by Grantor is the result of the intent by Grantor to violate the terms of the Development Order or the result of the gross negligence of Grantor. Grantee further indemnifies and agrees to hold Grantor harmless from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys fees in any way connected with or occasioned by Grantee's violation of or other noncompliance with the Development Order.

Section 5. Development Thresholds. Grantee agrees that it will not exceed the development limitations of 5,147 square feet of office space as set forth in Paragraph 1.7(a) of Addendum No. 1 to Vacant Land Contract ("Agreement") executed by Grantor and Grantee.

Section 6. DRI Annual Report Requirements. The Development Order includes a requirement that Grantor or its assigns submit a single annual report concerning its status or status of property subject to the Development Order. In order to comply with this requirement, Grantee agrees to submit to Grantor or its designated agent no later than November 14 of each year the information required by the Florida Statutes and the regulations interpreting such statutes.

Section 7. Final Plans and Specifications. Not later than thirty (30) days prior to commencement of construction (defined for purposes of this Section as site clearing or grading) of any of Grantee's improvements, Grantee shall cause to be prepared and delivered to Grantor a copy of all working drawings, plans and specifications and material samples if deemed necessary by Grantor, for the construction of the improvements, and all parking, landscaping, lighting, utility lines and related improvements and equipment to be located upon the Property. Such plans and specifications submitted by Grantee shall be in compliance with the preliminary plans approved by Grantor, if any. Such drawings shall include (i) floor plans and elevations, (ii) landscaping plans, (iii) an outline of specifications detailing basic finishes and materials, and (iv) detailed plans and specifications for signage. All improvements shall be in accordance with the development criteria described on Exhibit "C" attached hereto (the "Development Criteria"), all applicable zoning and building codes and the applicable sign ordinances as constituted on the date of this Agreement. Grantor shall have a period of thirty (30) days from the receipt of the plans and specifications to approve same. In the event Grantor shall disapprove any aspects of such plans and specifications based on the above-referenced criteria, it shall notify Grantee of requested revisions and Grantee shall revise same within thirty (30) days of notification of Grantor's requested changes. The working drawings, plans and specifications, materials and signs described herein and approved by Grantor are referred to as the "Plans and Specifications." Grantee agrees that approval by Grantor of Grantee's development plans in accordance with the requirements of the Covenants will not act, in and of itself, as the waiver or consent of Grantor to any plans which exceed the thresholds provided in Section 1.7(a) of the Agreement or as a waiver of, or concurrence in, any violation of the Development Order



Section 8. Construction Scheduling. Grantee hereby agrees, warrants and represents to Grantor that all of Grantee's construction to be performed by it pursuant to the terms of this Deed shall be conducted in such a manner that the Property shall at all times be in a clean and orderly condition. Grantee covenants and agrees that it will reasonably cooperate with all Grantor's or the CDD's contractors, if any, installing utilities or any other improvements within the Property and shall schedule any or all of its work in conformance with Grantor's construction schedule.

Section 9. Debris. Grantee shall cause all of Grantee's construction debris to be removed from the site and to be disposed of outside of the boundaries of the Property. The site shall be maintained in a neat and orderly condition at all times with construction materials and equipment, if any, stored so as to be screened from view to the greatest extent possible.

Section 10. Stormwater Retention System. All water from the Property shall be retained on Grantor's remaining Property.

Section 11. Continuing Architectural Approvals.

i. No improvement or structure of any kind, including without limitation, any building, any expansion of any building, any fence, wall, lake, pond, pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device, sign, object or treatment shall be commenced, erected, placed, installed or maintained upon the Property, nor shall any addition, change or alteration therein, thereof or thereto be made, unless and until detailed final plans and specifications for the same shall have been submitted to and approved in writing by Grantor. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the general architectural scheme of the Property and surrounding properties and the Development Criteria. No construction, alteration or addition shall change the external elevation, design or appearance of any improvement or landscaping after such improvement or landscaping has been constructed or installed according to plans originally approved by Grantor unless and until detailed plans and specifications for such construction, alteration or addition have been approved in writing by Grantor. Grantee will pay a fee to Grantor to offset the cost of reviewing the plans and specifications. The time for submission of such plans and specifications, approval and disapproval of such plans and interest abatement procedures shall be the same as described in Section 7 of this Deed.

ii. Approval by Grantor of plans submitted hereunder shall not be arbitrarily withheld, but disapproval may be based upon purely aesthetic grounds which Grantor, in its reasonable discretion, may deem sufficient. The reason for rejection of any proposed plans shall be stated to Grantee in writing.



Section 12. Environmental Approvals. Grantee shall not apply for a permit to encroach upon, fill or impact any portion of the Property within the jurisdictional limits of any permitting agency (such as the Army Corps of Engineers, Florida Department of Environmental Regulation or St. Johns River Water Management District ("SJRWMD")) in a manner which would impair the ability of the owner of any other property within the Crossings to obtain such a permit for the property of such owner. Any required mitigation or any other such trade-off or compromise required by any permitting agency shall be limited to property other than property owned by Grantor, Champion Realty Corporation or Northwest Crossings Corporation.

Section 13. Special Buffer Requirements. Grantee is directed to and shall comply with the special buffering and setback requirements of the Development Order, particularly as applied to any property located east of U.S. Highway 17 South.

Section 14. Use Covenants and Restrictions. Grantee shall not permit or suffer any uses of the Property other than the uses described on Exhibit "D" attached hereto ("Permitted Uses") without the prior written consent of Grantor, which consent may be unreasonably withheld. No part of the Property shall be used or developed for a residential or commercial real estate brokerage operation without the prior written consent of Grantor which consent Grantor may unreasonably withhold.

Section 15. Development, Architectural and Construction Criteria. Grantee acknowledges that the obligation to construct and develop Grantee's improvements in compliance with the Development Criteria and acknowledges that such obligation constitutes a material inducement for Grantor to enter this transaction with Grantee. The Development Criteria shall constitute covenants running with title to the Property and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee. Grantor's right of approval shall include, but not be limited to, the right to approve the siting of the Grantee's improvements upon the Property and all exterior materials and building finishes to insure their compatibility with the Development Criteria.

Section 16. No License to Use Name of Eagle Harbor and The Crossings. Grantee shall not use the names of "Eagle Harbor," "East of 17" or "The Crossings at Fleming Island" without the prior written consent and license from Grantor, all which may be unreasonably withheld.

Section 17. Damages and Remedies for Violation of Sections. If Grantee violates or breaches the conditions set forth in this Deed and all incorporated materials, Grantee shall be liable to Grantor for all actual and consequential damages, including, but not limited to damages related to enforcement actions by regulatory agencies against Grantor, compliance with injunctive relief against Grantor, loss of development rights, diminishment of the market values of the lands within the Crossings, economic consequences of development or marketing delays, as well as attorneys' fees, costs and penalties. In addition, Grantor and its agents shall have the right to enter the Property from time to time to inspect and monitor Grantee's compliance and, if Grantor becomes aware of any such violations by Grantee, it shall give Grantee thirty (30) days from delivery of written notice from Grantor to cure such violations. If Grantee fails to cure

[REDACTED]

such noncompliance within thirty (30) days (or if such default cannot reasonably be cured within thirty (30) days and Grantee has commenced and is diligently proceeding to cure such default within the initial thirty (30) day period, Grantee shall have ninety (90) days to cure such default) or is unable to do so, Grantor shall, in addition to the other remedies provided to Grantor herein or by law or equity, have the right to cure such noncompliance (including the right to enter the Property to do so, and Grantee shall indemnify Grantor for all related costs, expenses and damages including attorney's fees and costs) or shall have the right to institute an action against Grantee for the specific performance of such obligations and Grantee shall be liable to Grantor for the costs of such suit, including attorneys fees.

Section 18. County and Other Approvals. Grantee acknowledges and agrees that Grantee shall, at its own cost and expense, be responsible for submission of all materials and applications pertaining to construction of the Grantee's Improvements to the County, including building permits. Grantee shall also be obligated to obtain the individual or general permits necessary from the SJRWMD for construction of the drainage facilities and any other permits as may be required by government agencies having jurisdiction in connection with improvements to be constructed by Grantee upon the Property.

Section 19. Exculpation. Grantee acknowledges that Grantor's review and approval of any plans and specifications do not constitute Grantor's representation that the same are in compliance with any applicable building or zoning codes nor do such approvals constitute Grantor's approval of Grantee's construction standards or technique. The purpose of Grantor's approval of Grantee's Improvements set forth in this Agreement is to insure that such improvements are of an appearance and quality compatible with other existing, contemplated or potential improvements within the Crossings and are developed in compliance with the terms of this Agreement. In connection with all reviews, acceptances, inspections, or approvals by Grantor contemplated under this Section, Grantor shall not be liable to Grantee or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantee or such other person and arising out of, or in any way related to, the subject matter of any such reviews, acceptances, inspections, or approvals, whether given, granted or withheld by Grantor.

Section 20. Notice and Acknowledgement Regarding Reclaimed Water at Eagle Harbor, Towncenter, East of 17 and Black Creek. Grantor irrigates the golf course, Eagle Harbor Parkway, Towncenter Boulevard, all commercial landscaped areas and the tennis courts with reclaimed water. Reclaimed water is also piped through the various subdivisions and is supplied to each commercial and residential lot or parcel for the Grantee to use for irrigation of landscaped and shrub areas. Reclaimed water is not suitable for personal consumption. Grantee should consult with Clay County guidelines on the use of reclaimed water. Grantee hereby acknowledges that it understands this notice and affirms that it will give this notice to any subsequent purchasers of the Property.



Section 21. Acknowledgements by Grantee.

- i. Commercial Parcel. Grantee hereby acknowledges that the Property is a "Commercial Parcel" as defined in the Declaration.
- ii. Common Roads. Grantee hereby acknowledges that no part of the Property is a "Common Road" as defined in Article II, Section 15 of the Declaration.

Section 22. Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were repeated in the body of this Deed verbatim.

Section 23. Terms. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Deed as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

Section 24. Counterparts. This Deed may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute the same instrument.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

**EAGLE HARBOR AT FLEMING ISLAND
JOINT VENTURE**, a Florida joint venture

By: Northwest Crossings Corporation, a Delaware
corporation, its General Partner

Kathleen M Willemien
Printed Name: Kathleen M. Willemien

Johanna Curry
Printed Name: JOHANNA CURRY

By: [Signature]
Print Name: L.H. Ronnie, Jr.
Its: PRESIDENT

ADDRESS:
1880 EAGLE HARBOR PKWY
ORANGE PARK, FL 32003

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 7th day of December, 2005 by L.H. Ronnie, Jr., the President of Northwest Crossings Corporation, a Delaware corporation, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said joint venture. Such person did not take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

COLETTE J BORELL
Notary Public, State of New Jersey
My Commission Expires November 14, 2008

By: East West Partners of Jacksonville, Limited Partnership, a Virginia limited partnership, its General Partner

By: EWP-Jacksonville, Incorporated, f/k/a East West Partners of Jacksonville, Inc., a Virginia corporation, its sole General Partner

Printed Name: KIM G. JASON

Printed Name: Marilyn O. Ayers

By: [Signature]

Print Name: ROGER ARROWSMITH
Its: PRES

ADDRESS:
1880 EAGLE HARBOR PKWY
ORANGE PARK, FL 32003

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 7 day of DECEMBER, 2005, by Roger S. Arrowsmith, President of EWP-Jacksonville, Incorporated, f/k/a East West Partners of Jacksonville, Inc., a Virginia corporation, as General Partner of East West Partners of Jacksonville, Limited Partnership, a Virginia limited partnership, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said limited partnership, which is acting on behalf of said joint venture. Such person did not take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

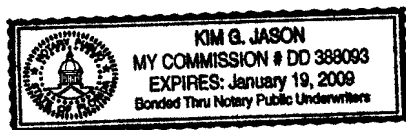
[Signature]
Signature of Notary

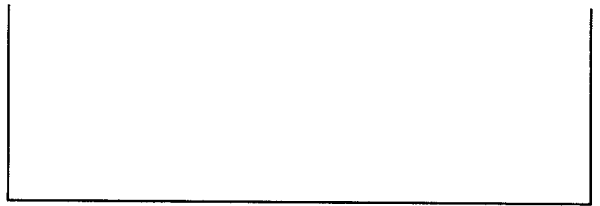
KIM G. JASON

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____





"GRANTEE"

Marilyn Long
Print Name: Marilyn Long

Cheryl Marie
Print Name: Cheryl Marie

Marilyn Long
Print Name: Marilyn Long

Cheryl Marie
Print Name: Cheryl Marie

Glenwood A. Charles
GLENWOOD A. CHARLES

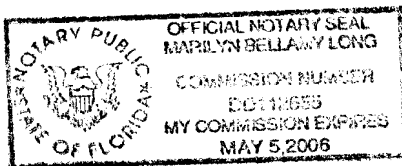
Marsha W. Charles
MARSHA W. CHARLES

STATE OF Florida
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by Glenwood A Charles and Marsha W. Charles, husband and wife. Such persons (notary must check applicable box):

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

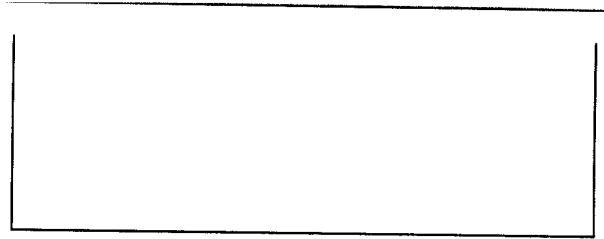


Marilyn Bellamy Long
Signature of Notary

Marilyn Bellamy Long
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): DD112655

My Commission Expires (if not legible on seal): 5/5/06



Schedule of Exhibits to Special Warranty Deed:

Exhibit "A" – The Property

Exhibit "B" – Permitted Encumbrances

Exhibit "C" – Development Criteria

Exhibit "D" – Permitted Uses for Office

EXHIBIT "A"**THE PROPERTY**

LOT 5B-1:

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE ON THE NORTH LINE THEREOF RUN SOUTH 89 DEGREES 36 MINUTES 06 SECONDS WEST 1599.64 FEET TO THE NORTHERLY PROJECTION OF THE EASTERLY LINE OF EAGLE HARBOR PARKWAY AS PER EAGLE HARBOR PARKWAY EAST - ROADWAY PLAT, RECORDED IN PLAT BOOK 38, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ON LAST SAID PROJECTION SOUTH 00 DEGREES 14 MINUTES 55 SECONDS EAST 70.00 FEET TO THE SOUTHERLY LINE OF COUNTY ROAD NO. C-15-A (BALD EAGLE ROAD); THENCE ON LAST SAID LINE SOUTH 89 DEGREES 36 MINUTES 06 SECONDS WEST 50.00 FEET TO THE WESTERLY LINE OF SAID EAGLE HARBOR PARKWAY; THENCE ON LAST SAID LINE RUN THE FOLLOWING 7 COURSES: 1) SOUTH 00 DEGREES 14 MINUTES 55 SECONDS EAST 99.52 FEET; 2) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 1025.00 FEET, A CHORD DISTANCE OF 254.69 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 23 MINUTES 08 SECONDS EAST; 3) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 975.00 FEET, A CHORD DISTANCE OF 242.42 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 22 MINUTES 52 SECONDS EAST; 4) SOUTH 00 DEGREES 14 MINUTES 23 SECONDS EAST 316.91 FEET; 5) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 975.00 FEET, A CHORD DISTANCE OF 99.50 FEET TO THE POINT OF BEGINNING, THE BEARING OF SAID CHORD BEING SOUTH 02 DEGREES 41 MINUTES 07 SECONDS WEST; 6) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 975.00 FEET, A CHORD DISTANCE OF 188.22 FEET, THE BEARING OF SAID CHORD BEING SOUTH 11 DEGREES 08 MINUTES 57 SECONDS WEST; 6) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 375.00 FEET, A CHORD DISTANCE OF 51.39 FEET, THE BEARING OF SAID CHORD BEING SOUTH 12 DEGREES 45 MINUTES 31 SECONDS WEST; THENCE SOUTH 89 DEGREES 59 MINUTES 41 SECONDS WEST 102.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 118.27 FEET TO THE EASTERLY LINE OF THAT CERTAIN CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1457, PAGE 1362, PARCEL "A", OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE RUN THE FOLLOWING 4 COURSES: 1) NORTH 67 DEGREES 34 MINUTES 27 SECONDS EAST 40.89 FEET; 2) NORTH 59 DEGREES 38 MINUTES 31 SECONDS EAST 62.94 FEET; 3) NORTH 25 DEGREES 33 MINUTES 36 SECONDS EAST 39.56 FEET; 4)

NORTH 37 DEGREES 04 MINUTES 23 SECONDS EAST 43.76 FEET; THENCE SOUTH 84 DEGREES 23 MINUTES 24 SECONDS EAST 15.13 FEET TO THE POINT OF BEGINNING.

AND

LOT 5B-2:

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE ON THE NORTH LINE THEREOF RUN SOUTH 89 DEGREES 36 MINUTES 06 SECONDS WEST 1599.64 FEET TO THE NORTHERLY PROJECTION OF THE EASTERLY LINE OF EAGLE HARBOR PARKWAY AS PER EAGLE HARBOR PARKWAY EAST - ROADWAY PLAT, RECORDED IN PLAT BOOK 38, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ON LAST SAID PROJECTION SOUTH 00 DEGREES 14 MINUTES 55 SECONDS EAST 70.00 FEET TO THE SOUTHERLY LINE OF COUNTY ROAD NO. C-15-A (BALD EAGLE ROAD); THENCE ON LAST SAID LINE SOUTH 89 DEGREES 36 MINUTES 06 SECONDS WEST 50.00 FEET TO THE WESTERLY LINE OF SAID EAGLE HARBOR PARKWAY; THENCE ON LAST SAID LINE RUN THE FOLLOWING 6 COURSES: 1) SOUTH 00 DEGREES 14 MINUTES 55 SECONDS EAST 99.52 FEET; 2) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 1025.00 FEET, A CHORD DISTANCE OF 254.69 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 23 MINUTES 08 SECONDS EAST; 3) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 975.00 FEET, A CHORD DISTANCE OF 242.42 FEET, THE BEARING OF SAID CHORD BEING SOUTH 07 DEGREES 22 MINUTES 52 SECONDS EAST; 4) SOUTH 00 DEGREES 14 MINUTES 23 SECONDS EAST 316.91 FEET; 5) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 975.00 FEET, A CHORD DISTANCE OF 287.01 FEET, THE BEARING OF SAID CHORD BEING SOUTH 08 DEGREES 13 MINUTES 27 SECONDS WEST; 6) SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 375.00 FEET, A CHORD DISTANCE OF 82.97 FEET, THE BEARING OF SAID CHORD BEING SOUTH 10 DEGREES 20 MINUTES 11 SECONDS WEST; THENCE SOUTH 89 DEGREES 59 MINUTES 41 SECONDS WEST 20.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 19 SECONDS WEST 20.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 41 SECONDS WEST 100.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 19 SECONDS EAST 20.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST 100.06 FEET TO THE POINT OF BEGINNING.

Together with those certain easements contained in that certain Declaration of Reciprocal Access and Utility Easements dated September 9, 2004, recorded in Official Records Book 2433, Page 1275 of the public records of Clay County, Florida.

EXHIBIT "B"**PERMITTED ENCUMBRANCES**

This conveyance is subject to the following items but such items shall not operate to reimpose the same*:

1. Taxes for the year 2006 and subsequent years;
2. Agreement referred to in Notice of Agreement under Subsection 380.032(3), Florida Statutes, recorded in Official Records Book 1102, page 739;
3. The Crossings at Fleming Island Development of Regional Impact Development Order as set forth in Ordinance 88-77 adopted by Clay County Florida, and recorded in Book 1197, Page 644, as amended by Clay County Ordinance 91-52, recorded in Ordinance Book 6, Page 96, and said Notice of Amendment recorded in Official Records Book 1394, Page 1998, as further amended by Clay County Ordinance 92-91, and as further amended by Clay County Ordinance 93-4, recorded in Ordinance Book 6, Page 335, and said Notice of Amendment recorded in Official Records Book 1448, Page 594, as further amended by Clay County Ordinance 94-63, and as further amended by Clay County Ordinance 96-9, and as further amended by Clay County Ordinance 96-47 and said Notice of Amendment recorded in Official Records Book 1701, Page 1204, and as further amended by Clay County Ordinance 00-27, recorded in Ordinance Book 12, Page 105, and as further amended by Clay County Ordinance 01-07, and as further amended by Clay County Ordinance 01-27, and as further amended by Clay County Ordinance 02-60, and as further amended by Clay County Ordinance 03-79, and said Notice of Amendment recorded in Book 2288, Page 1689, as further amended by Clay County Ordinance No. 04-59, recorded in Ordinance Book 15, Page 517, and said Notice of Amendment recorded in Official Records Book 2458, Page 695, and corrected in Official Records Book 2477, Page 1945, as further amended by Clay County Ordinance 05-20, and said Notice of Amendment recorded in Official Records Book 2559, Page 1614, all of the public records of Clay County, Florida.
4. Notice of Establishment of The Crossings at Fleming Island Community Development District recorded in Official Records Book 1817, page 782;
5. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 1416, page 540;
6. Towncenter and East of 17 Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded in Official Records Book 1690, page 346; and as spread by that Supplemental Declaration recorded in Official Records Book 1690, page 346; and as spread by that Supplemental Declaration recorded in Official Records Book 1716, page 2056; and as further spread by that Supplemental Declaration recorded in Official Records Book 1756, page 90; and as further spread by that Supplemental

Declaration recorded in Official Records Book 1769, page 1537; and as further spread by that Supplemental Declaration recorded in Official Records Book 1837, page 867; and as further spread by that Supplemental Declaration recorded in Official Records Book 1908, page 118; and as further spread by that Supplemental Declaration recorded in Official Records Book 1910, page 1260; and as further spread by that Supplemental Declaration recorded in Official Records Book 1924, page 832; and as further spread by that Supplemental Declaration recorded in Official Records Book 1977, page 1625; and as further spread by that Supplemental Declaration recorded in Official Records Book 1987, page 2036; and as further spread by that Supplemental Declaration recorded in Official Records Book 2043, page 430; and as further spread by that Supplemental Declaration recorded in Official Records Book 2073, page 205; and as further spread by that Supplemental Declaration recorded in Official Records Book 2134, page 1255; and as further spread by that Supplemental Declaration recorded in Official Records Book 2183, page 1217, and as further spread by that Supplemental Declaration recorded in Official Records Book 2346, page 1056, and as further spread by that Supplemental Declaration recorded in Official Records Book 2494, Page 213; and further amended in Official Records Book 2535, Page 31, and as further spread by that Supplemental Declaration recorded in Official Records Book 2600, Page 1622, and as further spread by that Supplemental Declaration recorded in Official Records Book 2600, Page 1954.

7. Reservations and restrictions contained in that certain Special Warranty Deed recorded in Official Records Book 1690, page 325, and re-recorded in Official Records Book 1697, page 525, except for those reservation and restrictions contained in the Special Warranty Deed that pertain to the Declaration of Easements, Covenants, Restrictions and Limitations for The Crossings at Fleming Island recorded in Official Records Book 1314, page 605;
8. Right of Way Easement in favor of Clay Electric Cooperative, Inc., and recorded in Official Records Book 1877, page 1218, and re-recorded in Official Records Book 1885, page 117;
9. Eagle Harbor Declaration of Restrictions in Official Records Book 1477, page 2015, as amended by Termination of Use Restrictions in Section 1 of Eagle Harbor Declaration of Restriction recorded in Official Records Book 1767, page 885;
10. Declaration of Reciprocal Access and Utility Easements recorded in Official Records Book 2433, Page 1275;
11. Agreement to Assign, Dedicate, or Transfer, recorded in Official Records Book 1416, Page 545;
12. The Covenants and Restrictions contained in this Deed executed by Grantor and Grantee.
13. Allocation of Development Rights executed by Grantor and Grantee to be recorded contemporaneously herewith; and

14. Those matters shown on the survey of the Property prepared by McKee, Eiland & Mullis, dated August 29, 2005, Job # 33503 R.

* All recording references by book and page contained in these Permitted Encumbrances refer to the Public Records of Clay County, Florida.

EXHIBIT "C"**DEVELOPMENT CRITERIA**

1. Introduction. These guidelines are stated in terms of the desired result rather than as specifications to be followed to the letter, thereby permitting the owner of a parcel (the "Developer") to exercise more imagination, innovation, and flexibility within a stated range of methods and materials for both site and building design and subject to the approval of Eagle Harbor at Fleming Island Joint Venture ("EHF").

The criteria presented are not intended to take precedence over any more restrictive rules, regulations, or requirements of any regulatory agency having jurisdiction over this property.

2. Site and Landscaping Standards

A. Landscape Design Standards

i. General - Site planning should be sensitive to jurisdictional/preserve areas and naturally occurring low areas that may be utilized for retention. All parcels shall have green buffer areas separating adjacent land uses and similar adjacent parcels. These buffers will utilize either existing vegetation/preserve areas or will enhance landscaping within deeded easements for buffers.

ii. Landscaping - Compatibility of landscape design shall be achieved by the repetition of certain plant varieties and other landscape materials throughout the parcel and by integration with adjacent site designs. The building and plant material should be cohesive design elements and not separate items. All plant varieties chosen shall tolerate the climate prevailing in the area, with preference given to varieties providing seasonal flowering and color. These terms and conditions are the minimum requirements intended to promote and maintain the aesthetic character of the area and shall apply to all planted material.

The conditions for landscaping set forth herein are minimum requirements and should not be construed to prohibit the use of creative design and imagination in landscape planning. Under no condition shall landscaped areas be designed to standards which will not meet existing local landscape ordinances.

The Developer shall be responsible for the design, installation, and maintenance of all landscape material in accordance with accepted commercial/planting procedures by qualified personnel using quality plant materials.

iii. Every reasonable effort shall be made to retain the maximum number of existing trees. The location, size, and type of all existing trees which are to be saved shall also be clearly shown on the landscape plans.

iv. Irrigation - All planted and sodded areas throughout the development shall be provided with an automatic underground irrigation system utilizing popup heads where feasible and providing all of the planted and sodded area with coverage. Shallow wells shall have filtration as required to remove dissolved solids which may stain or discolor finish materials.

v. Buffer Areas - Buffer areas may be utilized for both landscaping and utilities as required and will occur in a five foot setback from all parcel boundaries and shall be landscaped in the following manner:

(a) The buffer area along rights-of-way shall be landscaped.

(b) The buffer area along rights-of-way shall be used to screen parking lots and drives.

(c) Landscaped earthen berms shall be no more than five feet and no less than three feet higher than the adjacent parking lot or street. In cases where one (street or parking lot) elevation may be higher than the other, the height of the berm is to be measured from the higher of the two. Berms shall be landscaped such that no less than thirty percent of the raised area planted is a combination of trees, shrubs, hedging, and/or groundcovers; the remainder shall be sodded. The berms shall be constructed in a curvilinear manner to present a natural, attractive appearance from the street.

(d) Hedges shall be augmented by mixed, small shrubs as facers or groundcovers planted in curvilinear beds so as to present an attractive appearance from the street.

(e) In all cases, this buffer area shall be planted with no less than one street tree of approved variety and size for every fifty feet along a berm, hedge, or buffered area.

(f) Buffer areas on portions of the real Property may be required to screen parking lots and drives. These are buffer areas not required in the Deed but which may be required by EHF as a part of the site plan review process.

vi. Open Space - Non-recreational open space shall be either designated plaza areas associated with building envelopes or green vegetated areas. Green open spaces may be utilized for grassy swales, grassy retention areas, or other green vegetated spaces. These spaces shall be maintained as either mowed grassy areas, a combination of grassy and landscaped areas, or in a natural vegetative cover (groundcover, intermediate, canopy vegetation).

B. Lighting - Uniform Parking Lot Lighting

i. General - A system of lighting shall be provided for the Developer's property which is consistent with EHF specified (or approved equal) systems.

These systems shall, by their design, color, and function, blend to provide a safe and secure environment for vehicles and pedestrians throughout any particular development. Special attention should be given by each Developer to its specific lighting needs in relation to the security of the Developer's improvements as well as the safety of the Developer's employees. In addition, all exterior lighting shall conform to all applicable standards for levels of light illumination.

ii. Parking/Site Lighting - This lighting should be designed to produce an adequate degree of lighting to ensure safety while providing visual appeal. Such factors as pole design, pole lighting, fixture design and light intensity should be considered. The intensity, for example, may be varied to change the mood on a court or walkway from that of a parking area. Crowded or tight spaces may require more light for adequate security. Lighting in parking areas will be of a uniform style throughout and be consistent with the type of lighting system on the public street system used within the Crossings and shall be located in medians or other landscaped areas.

C. Signage/Graphics

i. General - There are several types of signs that may be utilized. These include various entry and identity signs, regulatory signs, street name signs, and information signs. This section sets forth general design standards and criteria, but the applicable sign ordinances, rules and regulations of Clay County, Florida (the "Regulations") shall be followed if conflicting criteria arise.

ii. Entry/Identity Signs - These are the major signs that will identify the overall development. Entry signs are sized and grouped by type of roadway from which the sign is viewed. The same materials, colors, and graphics which are used within any existing developments shall be utilized for the new identity signs in order to establish an overall design cohesiveness within the entire developments. The location of these signs shall be behind the right-of-way line, perpendicular to the roadways, and in the median of the entry roads. One entry sign shall be located at each entrance to the development; these signs are the responsibility of the Developer.

iii. Regulatory/Information Signs - There may be only six types of regulatory/informational signs in the development: stop signs; speed limit signs; bike parking signs; no parking signs; handicapped parking signs; and pedestrian path signs, all of which must be approved by EHF prior to installation. These signs should be natural or stained wood with recessed routed lettering. Contrasted coloring may be used to accent the lettering. In no event will plastic signs be permitted. These signs shall be located approximately two feet from the edge of the pavement to the edge of the sign, and seven

feet in height measured from the bottom of the sign to the top of the adjacent roadway surface. The number of signs shall be determined by the Regulations and EHF. The Developer will also be responsible for the regulatory/information signs on his particular parcel.

iv. Street Name Signs - Street name signs will be needed throughout the developments. These signs shall be natural or stained wood, routed lettering with contrasting colors painted in the lettering voids to further enhance the overall continuity of signage within each development. These signs shall be single post mounted and shall be placed in accordance with the Regulations and shall be set back two feet from the pavement. Street name sign sets shall be at all intersections within the developments. The Developer shall be responsible for all street signs within his parcel.

v. Miscellaneous Signs - Any miscellaneous signs such as realtor signs or individual builder signs shall conform to the other signage within the developments and the Regulations.

D. Site Standards for Parking Areas. General - The overall concept for parking areas will be one of separating parking lots from each other, although multiple lots may serve one structure or purpose. Further separation of parking areas will occur through the use of landscape screening and berming along any roadways providing parking lot access and through access.

A landscaped indentation shall be required for any parking row in excess of 140 feet in length and shall be placed at least every 140 feet. These indentations shall be a minimum of ten feet in width and contain a minimum of 120 square feet of landscaped area exclusive of walkways or curbs.

Vehicular parking stalls within each parcel shall be a minimum of eight and one half feet in width and eighteen feet in depth exclusive of the area required for access drives or aisles.

E. Retention Ponds. Drainage facilities and retention lakes or ponds should be strategically located throughout the site in order to handle a designated amount of runoff and meet all governmental, regulatory or agency imposed stormwater runoff requirements and standards. The treatment of these ponds and lakes will be in a natural setting utilizing existing or planted vegetation and shall be in conformance with any and all permits issued therefor. This shall be Developer's responsibility.

F. Clearing and Grading. Site grading must recognize existing drainage patterns while functionally solving drainage problems that may exist from ground plan operations during construction. Likewise, site grading must be sympathetic to existing land form while providing appropriate transition of architectural elements to grade. The plan must direct and provide adequate flow of surface runoff to catch basins while gracefully contouring the land to blend with existing conditions within the boundaries of the site.

G. Pedestrian Access. Walkways should function to permit the unrestricted, smooth movement of pedestrians to and from their chosen destinations. When plant materials are used in conjunction with walkways, the plant materials should reinforce the alignment of the walkways to control or direct the pedestrian traffic in order to prevent straying from the walkway surface. Pedestrian access should be included from all parking areas to and from building masses. Tree species that do not have a low branching habital growth, or those that do but can tolerate pruning, should be used to ensure that pedestrians can use the walkway without interference from branches.

3. Building Standards

A. Objective - To emphasize the blend of site and building, to maintain human scale buildings, and to encourage continuity of buildings and site throughout the developments.

B. Materials/Colors - The building will emphasize natural site colors. This can be accomplished through the preferential use of the following materials:

General guidelines are as follows:

i. Exteriors may be a combination of brick, stucco and/or wood siding, and the specific design elements to be submitted and approved by EHF.

ii. The below-referenced are the approved exterior colors for stucco, siding, trim, accent, etc. These colors may be used in a variety of combinations which will be submitted and approved by EHF: (NOTE: Benjamin Moore is used only for color description and any matching color of a comparable brand may be used after submitting samples.)

Benjamin Moore #1522, 1523, 1521 (stucco/siding - light grays)

Benjamin Moore #926, 925, 927, 928 or white (trim, fascia creams/whites)

Benjamin Moore #686, 684, 685 (as accent only, greens)

iii. The below-referenced are the approved bricks. Again, any manufacturer will be appropriate as long as the color is compatible; and it must be submitted for approval by EHF. BUFF MORTAR WILL ALWAYS BE USED: (The mortar is Leheigh #21A)

Bickerstaff "Wellington"

Bickerstaff "Orleans"

Cherokee Brick & Tile "Providence" #24C214 (Modular Size)

iv. All pitched roofs will be CONCRETE TILE ONLY. Flat roofs may be allowed if adequately screened.

C. Height - Building height will be a maximum of two stories. Roofs will be built at the lowest pitch necessary to maintain good drainage. Two story buildings should emphasize horizontal rather than vertical lines to de-emphasize height and emphasize human scale.

D. Massing - Building facades should be broken to de-emphasize mass. Hip roofs should be utilized and roof heights varied where possible.

E. Setbacks - Buildings should be set back to allow adequate screening, landscaping, and buffering from adjacent uses and roadways. Sidewalks can be accommodated in these setback areas.

F. Scale/Detailing - The building scale should be articulated with simple details to add interest and variety to each individual building.

G. Style - Building should avoid an historic motif or style. Articulated massing, simple detailing, and warm materials will result in a building which is prevalent in beach areas for utility and attractiveness.

EXHIBIT "D"**PERMITTED USES FOR OFFICE-GENERAL PROPERTY**

- I. Permitted Uses and structures.
 - A. Medical and dental or chiropractor offices and clinics (but not hospitals).
 - B. Professional offices.
 - C. Business offices.
 - D. Facilities for the production of eyeglasses, hearing aids, dentures, prosthetic appliances and similar products in conjunction with a professional service being rendered at the time if the gross floor area shall not exceed six thousand square feet.
 - E. Banks and financial institutions, travel agencies and similar uses.
 - F. Libraries and community centers.
 - G. Banks and financial institutions with drive-thru facilities.
- II. Permissible uses subject to written approval by Grantor, which approval shall not be unreasonably withheld but shall be subject to reasonable performance standards and development criteria.
 - A. Churches, including a rectory or similar use.
 - B. Dance, art and music academies.
 - C. Day care centers.
 - D. Veterinarians.
 - E. Essential services, including water, sewer, gas, telephone, radio, television.