

Prepared By/Record and Return To:  
Anthony A. Anderson, Esq.  
Rogers Towers, P.A.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207

Consideration: \$410,000.00

Com 10-69 (E) / 3338743

### **SPECIAL WARRANTY DEED**

THIS INDENTURE is made, executed and delivered on the 4<sup>th</sup> day of March, 2011, between **EAGLE LANDING LIMITED PARTNERSHIP**, a Virginia limited partnership, ("Grantor"), whose address is 3973 Eagle Landing Parkway, Orange Park, Florida 32065, and **LENNAR HOMES, LLC**, a Florida limited liability company ("Grantee"), whose address is 12724 Gran Bay Parkway, Suite 300, Jacksonville, Florida 32258;

### **WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Clay, State of Florida:

Lots 78, 79, 91, 92, 93, 157, 167, 177, 178 and 179, Eagle Landing at Oakleaf Plantation Phase Three, according to plat thereof recorded in Plat Book 50, pages 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, of the current public records of Clay County, Florida.

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to those matters set forth in Exhibit "A" attached hereto and made a part hereof (the "Permitted Exceptions").

Parcel ID Numbers 130424-005542-006-78; 130424-005542-006-79; 130424-005542-006-91; 130424-005542-006-92; 130424-005542-006-93; 130424-005542-007-57; 130424-005542-007-67; 130424-005542-007-77; 130424-005542-007-78; and 130424-005542-007-79

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Exceptions, the said 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 duly authorized representative as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witness: [Signature]  
Print Name: RT HEAD

Witness: [Signature]  
Print Name: Kellie Wilkins-Hay

**EAGLE LANDING LIMITED  
PARTNERSHIP**, a Virginia limited  
partnership

By: Eagle Landing Management  
Corporation, a Virginia corporation  
Its: General Partner

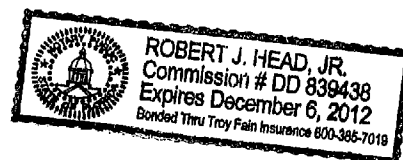
By: [Signature]  
Name: Roger Arrowsmith  
Its: President

STATE OF FL

COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 3 day of March, 2011, by Roger Arrowsmith, as President of Eagle Landing Management Corporation, a Virginia corporation, which entity is the General Partner of Eagle Landing Limited Partnership, a Virginia limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_



**EXHIBIT A****Permitted Exceptions**

1. Real property taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. Land Covenants Agreement Village of Argyle Amended and Restated Land Covenants recorded in Official Records Book 1849, page 1344; Corrective Amendment recorded in Official Records Book 1900, page 1472, of the public records of Clay County, Florida.
3. Notice of Establishment of the South Village Community Development District recorded in Official Records Book 2198, page 1379, of the public records of Clay County, Florida.
4. Deed Restrictions as set out in Paragraphs 1.2 and 2 of Special Warranty Deed recorded in Official Records Book 2309, page 241, as modified by Partial Release of Deed Restrictions recorded in Official Records Book 2769, page 298, of the public records of Clay County, Florida.
5. Terms and conditions of that certain unrecorded Clay County Utility Authority Water and Wastewater Service Agreement dated April 10, 2002 between AFI Associates, Inc. and Clay County Utility Authority, as set out under Exhibit "B" of Special Warranty Deed recorded in Official Records Book 2309, page 241, of the public records of Clay County, Florida.
6. Allocation of Development Rights recorded in Official Records Book 2309, Page 253, of the public records of Clay County, Florida.
7. Deed of Conservation Easement as set out in instrument recorded in Official Records Book 2390, page 200 and Official Records Book 2473, page 94, together with Consent and Joinder of Mortgagee recorded in Official Records Book 2390, page 276; Amendment to Conservation Easement recorded in Official Records Book 3024, page 1258, of the public records of Clay County, Florida (as to Lots 91, 177, 178 and 179).
8. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded in Official Records Book 2476, page 1689, together with Consent of Mortgagee recorded in Official Records Book 2479, page 730, and Reaffirmation Agreement recorded in Official Records Book 2494, Page 1255, together with Supplemental recorded in Official Records Book 2769, Page 285 of the public records of Clay County, Florida.
9. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments as set out in instrument recorded in Official Records Book 2482, page 30, of the public records of Clay County, Florida.
10. Grant of Construction Easement as set out in instrument recorded in Official Records Book 2487, page 1568, of the public records of Clay County, Florida.

11. Developer Agreement as set out in instrument recorded in Official Records Book 2534, page 1066, of the public records of Clay County, Florida.
12. Utility Service Agreement between AFI Associates, Inc. and JEA as set out in instrument recorded in Official Records Book 2597, page 1228; Amendment recorded in Official Records Book 2597, page 1259, of the public records of Clay County, Florida.
13. Clay Electric Cooperative Easement as set out in instrument recorded in Official Records Book 2605, page 800, and re-recorded in Official Records Book 2726, page 1805, of the public records of Clay County, Florida.
14. Membership Reservation Agreement as set out in instrument recorded in Official Records Book 3100, page 1171, of the public records Clay County, Florida.
15. Covenants for Membership and Club Charges as set out in instrument recorded in Official Records Book 3180, page 1852, of the public records Clay County, Florida.
16. Terms, conditions and reservations as contained in Sections entitled "Adoption and Dedication," "Notes Regarding Easements," "Subdivision Improvement Guarantee" and "General Notes" as recited on the Plat of Eagle Landing at Oakleaf Plantation Phase Three, recorded in Map Book 50, pages 15 through 36, inclusive, of the pubic records of Clay County, Florida, which includes/dedicates the following:
  - a) 10 foot utility easement to Clay Electric Co-Op, Inc. and to Clay County Utility Authority adjacent to and parallel with any road right of way (all lots);
  - b) 10' Draining Easement along easterly boundary (Lot 78)
  - c) 25' landscape buffer along rear boundary lines (Lots 177, 178, and 179);
  - e) 20' drainage easement to C.D.D. along rear boundary abutting golf course (Lots 157 and 167)