

PREPARED BY AND RETURN TO:  
BERT C. SIMON, ESQUIRE  
GARTNER, BROCK AND SIMON, LLP  
1300 RIVERPLACE BLVD., SUITE 525  
JACKSONVILLE, FLORIDA 32207

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made as of December **15**, 2021, by and between **BENTOD, INC.**, a Florida corporation, whose address is 2809 Ocean Drive South, Jacksonville Beach, FL 32250 as grantor, ("Grantor"), and **CRSVPM LAKE ASBURY, LLC**, a Florida limited liability company, whose address is 13553 Atlantic Boulevard, Suite 201, Jacksonville, Florida 32225 as grantee ("Grantee").

#### **WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid in hand to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs, successors and assigns, forever, the following described real property, situate, lying and being in the County of Clay, State of Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference (the "Property").

The Property is a portion of RE No. 210525-010094-002-06.

TOGETHER with all structures, buildings, improvements, machinery, fixtures, and equipment affixed or attached to the Property (the "Improvements"), and all easements and rights appurtenant thereto, including: (i) all easements, privileges, and rights belonging or in any way appurtenant to the Property, (ii) any land lying in the bed of any street, road, alley or right-of-way, open or closed, adjacent to or abutting the Property, and (iii) any and all air rights, subsurface rights, development rights, and water rights permitting to the Property, improvements located thereon and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO those matters set forth on **Exhibit "B"** attached hereto and incorporated by this reference but reference shall not operate to reimpose same.

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

AND, Grantor hereby warrants title to the Property, and subject to the matters set forth on Exhibit "B" hereto, will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but none others.

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

Signed, sealed and delivered  
in the presence of:

GRANTOR:

BENTOD, INC.,  
a Florida corporation

By: Necdet Senhart  
Necdet Senhart  
Its President

Marsha Ishtar  
Print Name: Marsha Ishtar

Bert C. Simon  
Print Name: Bert C. Simon

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15<sup>th</sup> day of December, 2021, by Necdet Senhart, President of Bentod, Inc., a Florida corporation, who [check one]: ( ☒ ) is personally known to me, or ( ) has produced \_\_\_\_\_ identification.



Bert C. Simon  
Notary Public, State of Florida at Large  
Print Name: Bert C. Simon  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**  
(Special Warranty Deed)

The land referred to herein below is situated in the County of CLAY, State of Florida, and described as follows:

A portion of Section 21, Township 5 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For Point of Reference commence at the point of intersection of the Southerly projection of the Easterly right of way line of Henley Road, County Road C-739 (formerly State Road No. S-739), an 80 foot right of way, as now established with the Westerly projection of the Northerly right of way line of Sand Ridge Road County Road C-739-B (formerly State Road No. S-739-B), an 80 foot right of way, as now established, and run South 89° 40' 51" East, along said projection and along said Northerly right of way line, a distance of 50.01 feet to the Point of Beginning. From the Point of Beginning thus described, continue South 89° 40' 51" East, a distance of 169.99 feet; run thence North 00° 20' 07" East, a distance of 279.00 feet; run thence North 89° 40' 51" West, a distance of 220.00 feet to a point in the aforementioned Easterly right of way line of Henley Road; run thence along said Easterly right of way line as follows: first course, South 00° 20' 07" West, a distance of 228.99 feet to a point of curvature; second course, Southeasterly, along the arc of curve, concave Northeasterly and having a radius of 50.00 feet, an arc distance of 78.55 feet to the point of tangency of said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 44°40' 22" East, 70.72 feet.

AND

Less and Except that portion conveyed to Clay County Florida, in Warranty Deed recorded in Official Records Book 3275, Page 2133, of the Public Records of Clay County, Florida.

## **EXHIBIT "B"**

### **(Special Warranty Deed)**

1. Taxes and assessments for the year 2022 and subsequent years.
2. Master Water and Sewer Agreement recorded in Book 1157, Page 604.
3. Subject to Non-Exclusive Easement for Utilities, Electricity, Water, Sewer and Drainage purposes retained by the Grantors in Special Warranty Deed recorded in Book 1130, Page 99.
4. Grant of Easement to Clay County Utility Authority recorded in Book 1680, Page 729.
5. Developer Agreement between Larmac Development Corporation and Clay County Utility Authority recorded in Book 2072, Page 1495.
6. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book 2162, page 1296, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
7. Water and Sewer Easement Agreement recorded in Book 2162, Page 1332.
8. Developer Agreement between Bentod, Inc., and Clay County Utility Authority recorded in Book 2310, Page 1394.
9. Developer Agreement between Bentod, Inc., and Clay County Utility Authority recorded in Book 2839, Page 534.
10. Right-of-Way Easement to Clay Electric Cooperative, Inc recorded in Book 2863, Page 2079.
11. Grant of Easement to Clay County recorded in Book 2908, Page 1686.
12. Developer Agreement recorded in Book 3252, Page 1229.
13. Permanent Exclusive Slope Easement recorded in Book 3275, Page 2136.