

OFF REC 949 PAGE 1050

488167

RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
IN THE YEAR 1979Parcel
151

JUN 24 3 43 PM '79

WARRANTY DEED

ALL INFORMATION NOTED
BY THIS OFFICE IS
BASED ON THE PUBLIC
RECORDS OF LEON COUNTY

W. DEXTER DOUGLASS, as Trustee, the Grantor, in consideration of the sum of TEN DOLLARS and other valuable consideration, received from CHARLES N. LANDRETH and EMILY J. LANDRETH, his wife, the Grantees, of 2102 West Randolph Circle, Tallahassee, FL 32312, hereby, on this 24th day of June, 1979, conveys to the Grantees the real property in Leon

County, Florida, described as:

Commence at the Southwest corner of Section 21, Township 2 North, Range 2 East, Leon County, Florida, and run thence South 89 degrees 50 minutes 39 seconds East 2659.89 feet, thence North 89 degrees 54 minutes 31 seconds East 1330.10 feet to a concrete monument, thence North 02 degrees 37 minutes 20 seconds West along the Westerly right of way boundary of Proctor Road 390.12 feet to a concrete monument, thence North 00 degrees 22 minutes 35 seconds West (Bearing Base) along said Westerly right of way boundary 1579.80 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 22 minutes 15 seconds West along said right of way boundary 337.91 feet, thence South 89 degrees 36 minutes 42 seconds West 747.33 feet to a point on a curve concave to the Southwesterly on the centerline of a 66 foot roadway, thence from a tangent bearing of South 28 degrees 04 minutes 49 seconds East run Southeasterly along said centerline curve with a radius of 604.42 feet, through a central angle of 20 degrees 26 minutes 32 seconds, for an arc distance of 215.64 feet, thence South 07 degrees 38 minutes 17 seconds East, along said centerline 134.37 feet, thence North 89 degrees 36 minutes 42 seconds East 665.90 feet to the POINT OF BEGINNING; containing 5.39 acres, more or less.

Reserving the Westerly 33 feet for roadway easement. The Grantees agree that at the request of the Grantor herein that the Grantees will deed all their right, title and interest in the 33 foot roadway easement to the County of Leon, State of Florida, immediately upon being asked to do so by the Grantor.

SUBJECT TO: An easement granted by the Grantor to Central Telephone Company dated December 17, 1975, recorded January 9, 1976, in Official Records Book 758, Page 346, public records of Leon County, Florida, for buried facilities only, for construction, installation, operation, maintenance, replacement and removal of a communications system, said easement to be over roadways only on a plat attached to said easement.

GRANTING unto the Grantees a perpetual private easement for ingress and egress over roads shown and described by plat prepared by Apalachee Engineers and Land Surveyors, Inc., for Dexter Douglass, dated March 20, 1974, and revised March 30, 1974, a portion of said roads being moved or changed by Freshwater Farnas Road Agreement dated 04/09/79, 026, 1979, and recorded in Official Records Book 979, Page 4034, public records of Leon County, Florida.

JFF REC 949 PAGE 1051

The following restrictions shall be deemed covenants running with the land and shall inure to the benefit and be enforceable by the Grantor, his heirs and assigns:

This property shall be used for single family residential and agricultural purposes only and shall not be subdivided into tracts of less than five (5) acres until January 1, 1994.

Any mobile home on the property shall be for temporary residential use only, for a period of time not to exceed two years from the date of deed, and to be used in connection with the construction of a permanent residential one-family dwelling.

and covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantor, and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except as to taxes for the year 1980 and all subsequent years, and any restrictive covenants of record.

Signed in the presence of:

Janis M. Rothman
Janis M. Rothman
AS Trustee

W. Dexter Douglass
W. DEXTER DOUGLASS
AS Trustee (SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of December, 1977, by W. DEXTER DOUGLASS, as Trustee.

Janis M. Rothman
Notary Public

Notary Public, State of Florida at Large
My Commission Expires July 24, 1980
My Office is in Leon County, Florida

7/21/80



ROAD MAINTENANCE AGREEMENT

OR128410700

We, the undersigned owners of adjoining real property in the County of Leon, State of Florida, for the purpose of maintaining fair and adequate property values and a desirable residential area, in consideration of our mutual interest as owners of real estate in the same neighborhood, hereby covenant and agree with one another that the owners of each parcel of land, their heirs, executors, administrators, or assigns will contribute equally to the costs necessary to maintain the unpaved road surface running in a northeasterly direction from A cul-de-sac to Proctor Road, as more fully described and depicted in the attached Exhibit A, which unpaved road is the common ingress and egress right-of-way of the undersigned owners, to provide an unpaved road surface in good all-weather condition.

The monetary contribution required of the owners of each parcel of land shall not exceed one hundred dollars (\$100.00) annually, and the decision to conduct maintenance activities shall be by a majority vote of the undersigned owners, with one vote for each parcel of land.

Should any of the undersigned owners fail to contribute their required monetary share authorized pursuant to this agreement, one or more of the parties to this agreement may petition a court of competent jurisdiction to enter a judgment against such owners breaching this agreement, which judgment shall be declared by the court to constitute a lien against the real property of the offending parties, but limited to that real property which uses the road described in this agreement as

112

INDEX

846466

ingress and egress, and such lien may be enforced in such manner as the court may order.

0012840701

This agreement constitutes a mutual covenant running with the land and all successive future owners shall have the same right to invoke and enforce its provisions as the original signers hereof. However, all future owners shall acquire their interest subject to the same obligations and benefits as if they themselves signed this agreement. Further, all obligations of the signators hereto shall cease upon the conveyance of their interest in said land, whether such conveyance be by deed, acquisition by a governmental entity through the power of eminent domain, or other means.

This agreement shall take effect and be in full force when executed by all the owners of the real estate described above and may then be placed on record.

WITNESS OUR SIGNATURES BELOW.

Signed, sealed, and delivered in the presence of:

[Signature]
[Signature]
Witnesses

[Signature]
DAVID YURCHUCK, SR.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by DAVID YURCHUCK, SR. this 30 day of March, 1987.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:
[Date]

0128410702

Paul H. Carlson
Deborah H. Howell
Witnesses

James A. Abbott
Phyllis A. Abbott
JAMES A. ABBOTT
PHYLLIS A. ABBOTT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
JAMES A. ABBOTT and PHYLLIS A. ABBOTT this 17th day of April
1987.



Richard M. Johnston
Notary Public
My commission expires: 11-3-90

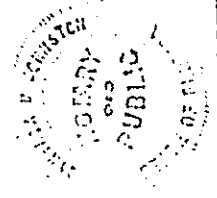
Deborah Howell
James A. Abbott
Witnesses

Paul H. Amundsen
Pattie B. Amundsen
PAUL H. AMUNDSEN
PATTIE B. AMUNDSEN

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
PAUL H. AMUNDSEN and PATTIE B. AMUNDSEN this 17th day
of April, 1987.

Richard M. Johnston
Notary Public
My commission expires:



0128410703

Raymond B. Matthews Jr.
Albina J. Howella
WITNESSES

Marian L. Barrons
MARIAN L. BARRONS

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
MARIAN L. BARRONS this 11th day of April, 1987.

Cynthia M. Johnston
Notary Public
My commission expires: 11-3-90

Andrew Bullwinkle
Cynthia D. Hobbie
WITNESSES

Andrew Bullwinkle
ANDREW BULLWINKLE
Cynthia D. Hobbie
CYNTHIA D. HOBBIIE

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
ANDREW BULLWINKLE and CYNTHIA D. HOBBIIE this 11th day
of April, 1987.

Cynthia M. Johnston
Notary Public
My commission expires: 11-3-90



[Signature]
Witnesses
Mary Howell
Witnesses

03128410704

[Signature]
JACK D. GOLTZ
[Signature]
BARBARA E. GOLTZ

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
JACK D. GOLTZ and BARBARA E. GOLTZ this 17th day
of April, 1987.



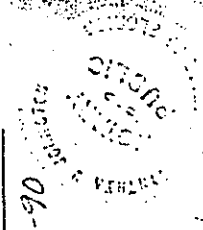
[Signature]
Notary Public
My commission expires: 11-3-90

[Signature]
Witnesses
[Signature]
Witnesses

[Signature]
WALTER G. KIRKHAM

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
HALTER G. KIRKHAM this 21st day of April, 1987.



[Signature]
Notary Public
My commission expires: 11-3-90

DK1284110705

[Signature]
Witnesses

[Signature]
JAMES G. LUTEN
[Signature]
DARLENE W. LUTEN

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
JAMES G. LUTEN and DARLENE W. LUTEN this 14th day
of April, 1987.



[Signature]
Notary Public
My commission expires: 11-3-90

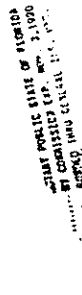
[Signature]
Witnesses

[Signature]
MARK PEAVY
[Signature]
CINDY PEAVY

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by
MARK PEAVY and CINDY PEAVY this 14th day of April,
1987.

[Signature]
Notary Public
My commission expires:



0128410706
 William T. Sexton
 WILLIAM T. SEXTON
 JOY R. SEXTON

Karl Hardy
 COO
 Witnesses

STATE OF FLORIDA
 COUNTY OF LEON

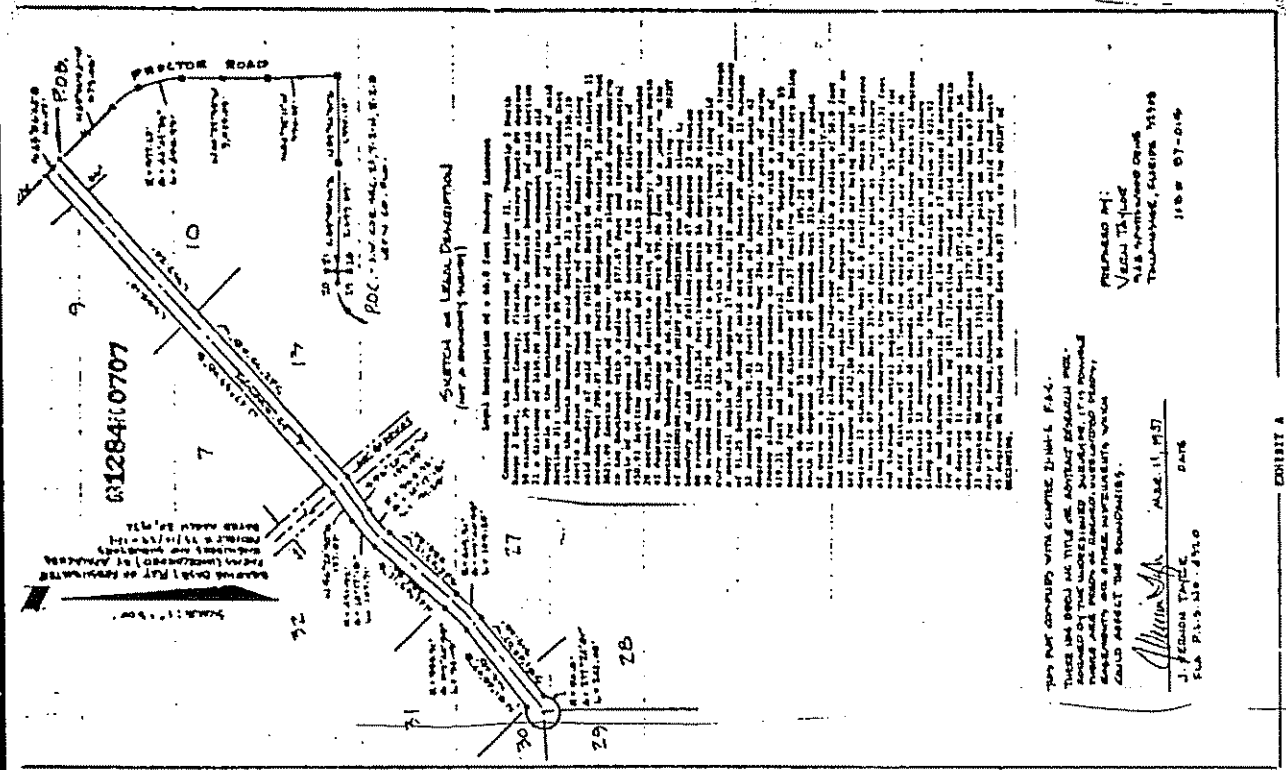
The foregoing instrument was acknowledged before me by
 WILLIAM T. SEXTON and JOY R. SEXTON this 25 day
 of June, 1987.



Charles T. Cullen
 Notary Public
 My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES: JAN. 20, 1991
 Renewal Fee: \$10.00

PHA: cwj:0923C



THIS PLAN COMPILED WITH CLERK'S 2-10-54, P. 4-4.
 THESE ARE BEING IN TITLE DE ANTONIO BENGALIA INC.
 ACCORD TO THE UNREGISTERED INSTRUMENT, 174 BOUNDARY
 SURVEY, 1957, WHICH IS THE BASIS OF THIS SURVEY.
 NO OTHER INSTRUMENTS OR OTHER INSTRUMENTS WHICH
 COULD AFFECT THE BOUNDARIES.

Alvin A.
 J. J. JENSEN TRUSTEES
 F.W. P.O. No. 8760
 DATE: MAR. 11, 1957

PREPARED BY:
 VERA TAYLOR
 TALLAHASSEE, FLORIDA 32309
 1858 97-016

EXHIBIT A

488161

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY
FLORIDA

OFF 949 PAGE 1034

JUN 24 2 18 PM '99

RECORDED
IN THE PUBLIC
RECORDS OF LEON COUNTY

FRESHWATER FARMS ROAD AGREEMENT

WHEREAS upon agreement of W. DEXTER DOUGLASS, as Trustee, and THOMAS W. SMITH and MARLIES H. SMITH, his wife, a portion of the road shown on the plat of Freshwater Farms prepared by Apalachee Engineers and Land Surveyors, Inc., for Dexter Douglass, and dated March 20, 1974, and revised March 30, 1974, has been closed, the portion of said road which has been closed being described as follows:

ROAD "A"

A 66 foot roadway lying 33 feet either side of the following centerline:

Commence at the Southwest corner of Section 21, Township 2 North, Range 2 East, Leon County, 39 Florida, and run South 89 degrees 50 minutes, 39 seconds East 2659.89 feet, thence North 89 degrees 54 minutes 31 seconds East 1330.10 feet to a concrete monument, thence North 02 degrees 37 minutes 20 seconds West along the Westerly right of way boundary of Proctor Road 390.32 feet to a concrete monument, thence North 00 degrees 22 minutes 35 seconds West (Bearing Base) along said Westerly right of way boundary 930.48 feet to the centerline of a 66 foot roadway, thence North 89 degrees 55 minutes 44 seconds West along said centerline 569.96 feet to a point of curve with the right, thence along said centerline curve with a radius of 1335.33 feet, through a central angle of 03 degrees 22 minutes 48 seconds, for an arc distance of 78.77 feet, thence along said centerline curve to the right with a radius of 1335.33 feet, through a central angle of 05° 18' 18" for an arc distance of 123.64 feet, thence North 81° 22' 44" West 76.62 feet to a point of curve to the left, thence along said centerline curve with a radius of 1444.81 feet through a central angle of 07° 55' 07" for an arc distance of 199.68 feet, thence N 89° 16' 51" West 121.63 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING, run North 02° 02' 28" West 88.68 feet to a point of curve to the right, thence along said centerline curve with a radius of 356.48 feet through a central angle of 15° 58' 07" for an arc distance of 99.35 feet, thence North 13° 55' 39" East 49.96 feet to a point of curve to the left, thence along said curve with a radius of 261.69 feet through a central angle of 41° 49' 39" an arc distance of 191.04 feet, thence North 27° 54' 00" West 224.20 feet to a point of curve to the right, thence along said curve with a radius of 415.90 feet through a central angle of 27° 02' 22" for an arc distance of 196.27 feet, thence North 00° 51' 38" West 621.46 feet to a point of curve to the left, thence along

OFF 040 PAGE 1035
REC

said curve with a radius of 548.47 feet through a central angle of $33^{\circ} 10' 04''$ for an arc distance of 318.79 feet to the centerline of a 66 foot roadway for the terminal point of said centerline; and

WHEREAS, as a condition of closing the above described road, Thomas W. Smith and Marlies H. Smith have caused a road to be constructed over property of W. Dexter Douglass, as Trustee, and Thomas W. Smith and Marlies H. Smith, his wife, which takes the place of the portion of the road which has been closed, said newly s ected road being described as follows:

ROAD "B"

A 65 foot roadway lying 33 feet either side of the following described centerline:

Commence at the Southwest corner of Section 21, Township 2 North, Range 2 East, Leon County, Florida, and run South 89 degrees 50 minutes 39 seconds East 2659.89 feet, thence North 89 degrees 54 minutes 31 seconds East 1330.10 feet to a concrete monument, thence North 02 degrees 37 minutes 20 seconds West along the Westerly right of way boundary of Proctor Road 390.32 feet to a concrete monument, thence North 00 degrees 22 minutes 35 seconds West (Bearing Base) along said Westerly right of way boundary 930.48 feet to the centerline of a 66 foot roadway, thence North 89 degrees 55 minutes 44 seconds West along said centerline 569.96 feet to a point of curve to the right, thence along said centerline curve with a radius of 1335.33 feet, through a central angle of 03 degrees 22 minutes 48 seconds, for an arc distance of 78.77 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING run North 02 degrees 22 minutes 25 seconds East 293.21 feet to a point of curve to the left, thence along said curve with a radius of 856.25 feet, through a central angle of 10 degrees 00 minutes 42 seconds, for an arc distance of 149.62 feet, thence North 07 degrees 38 minutes 17 seconds West 335.60 feet to a point of curve to the left, thence along said curve with a radius of 604.42 feet, through a central angle of 38 degrees 19 minutes 06 seconds for an arc distance of 404.22 feet, thence North 45 degrees 57 minutes 23 seconds West 261.57 feet to a point of curve to the right, thence along said curve with a radius of 1344.87 feet, through a central angle of 08 degrees 30 minutes 18 seconds for an arc distance of 199.63 feet, thence North 37 degrees 27 minutes 05 seconds West 455.80 feet to a point on the centerline of an existing 66 foot roadway for the terminal point of said centerline.

NOW, THEREFORE, WITNESSETH:

OFF 940 PAGE 1036
REC

W. DEXTER DOUGLASS, as Trustee, on his own behalf and on behalf of his heirs, assigns and grantees, does hereby quitclaim, release and extinguish any easement previously or subsequently reserved or granted by him over and across the road described as Road "A" above.

In consideration of the above release of easement, THOMAS W. SMITH and MARLIES H. SMITH and W. DEXTER DOUGLASS, as Trustee, do hereby grant to themselves, their heirs, assigns and grantees, a perpetual easement over and across the road described as Road "B" above.

It is the intent of the parties that all persons who own property in Freshwater Farms will no longer have an easement over the road described as Road "A", but that all persons who own property in Freshwater Farms are hereby granted an easement for the purposes of ingress and egress over and across the road described as Road "B" herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of December, 1999.

Signed in the presence of:

Jane N. Easton
Budgett Simmons
As to W. Dexter Douglass
Jane N. Easton
Budgett Simmons
As to the Smiths

W. Dexter Douglass
W. DEXTER DOUGLASS
as Trustee
Thomas W. Smith
THOMAS W. SMITH
Marlies H. Smith
MARLIES H. SMITH

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by W. DEXTER DOUGLASS, as Trustee, this 26th day of December, 1979.

Jane N. Easton
Notary Public
7/2/80
My Commission Expires 7/2/87
Notary for Leon County, Florida

OFF REC 949 PAGE 1037

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me
by THOMAS W. SMITH and MARLIES H. SMITH, his wife, this
26th day of December, 1979.

James M. Lester
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires July 21, 1980
James M. Lester Notary Public
7/21/80

Form No. 1187 4-61
Florida

REG 758 REC-346

J.O. 0661

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS

That, for valuable consideration hereby acknowledged, the undersigned hereby grants and conveys unto Central Telephone Company of Florida, its successors and assigns forever, a right of way over certain lands to construct, install, operate, maintain, replace and remove a communication system consisting of such towers, poles, fixtures, guys, masts, wires, cables, buried wires, poles, cross-arms, location markers, manholes, conduits, phone booths and other appurtenances, as the grantee may, from time to time require upon, under, across and over certain land owned by the grantor or in which the grantor has an interest, situated in the County of Duval, in the State of Florida, and more particularly described as follows, to wit: lot 17 and location of easement strip.

Along the roadways of Freshwater Park according to plat thereof dated

3-20-74, by ARTHUR BRUNSON, located in SECTION 20 & 11,
TOWNSHIP 2 NORTH, RANG 1 EAST, LEON COUNTY, FLORIDA. ROADWAYS SHOWN
ON EXHIBIT A REFERRED TO AND INCORPORATED IN THIS DOCUMENT.
(FOR DUPLICATION PURPOSES ONLY.)

and upon, under, along and over the roads, streets and highways adjoining the said land.

The easement hereby granted includes the right of ingress and egress over, under and across the lands of the grantor for the purpose of exercising the rights herein granted, the right to open and close fences, the right to trim, top, remove and replace or cut any trees or brush along said right of way now or at any time so as to give and maintain a clearance of not less than 3 feet for all wires and facilities and the right to carry in said system the wires, cables, circuitry and appurtenances of any other person or communication of electric company.

Post office address of grantor: P. O. Box 2214, Tallahassee, Florida 32304
IN WITNESS WHEREOF, the said ARTHUR BRUNSON, as grantor, has hereunto set his hand and seal this 17 day of APRIL, 1975.

Signet sealed and delivered in the presence of:

Jessie D. Lictrowski
Witness
Dugald Stoffer
Witness

Arthur Brunson
Grantor

STATE OF FLORIDA
COUNTY OF Leon

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, IN BOOK PAGE NO. 354216

I hereby certify that on this day, before me, as the duly authorized in the state aforesaid, the person(s) described in and acknowledged to take acknowledgments, personally appeared ARTHUR BRUNSON who is the person(s) described in and acknowledged to take acknowledgments, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the county and state last aforesaid this 17 day of APRIL, 1975.

My Commission Expires 7-21-76
Jessie D. Lictrowski
Notary Public, State of Florida
My Commission Expires July 21, 1976

Prepared by: H. M. Underwood, Jr.
P. O. Box 2214
Tallahassee, Florida 32304
599-1206

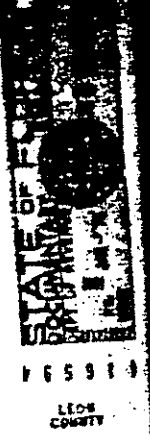


EXHIBIT A

RES 758 PAGE 347

