

Inst:0000120263 Date:10/12/2005 Time:16:03  
DC, CARL BORTWRIGHT, JEFFERSON County 8:573 P:589

This instrument was prepared by  
and should be returned to:  
Sonya K. Daws  
Messer, Caparello & Self, P.A.  
3116 Capital Circle N.E., Suite 5  
Tallahassee, Florida 32308

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

# THE SANCTUARY

SUBDIVISION

THIS DECLARATION is made and executed this 21<sup>ST</sup> day of September, 2005, by William Jeffrey Ard and Lisa C. Ard, husband and wife, whose address is 6001 Veterans Memorial Highway, Tallahassee, Florida 32309 hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Jefferson County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto comprising Lots 1-65 of The Sanctuary shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1. "Association" shall mean and refer to The Sanctuary Homeowners' Association, Inc., its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, constituting Lots 1-65 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The initial common areas shall include, but not be limited to, the streets, the stormwater retention ponds, front entrance and lighting, recreational areas, and solid waste collection site. Additional real property may be conveyed to the Association for the common use and enjoyment of the owners as the lots are developed.

5. "Lot" shall mean and refer to each of the sixty-five (65) numbered lots in the subdivision map of The Sanctuary, as well as any other parcel or lot which may hereafter become a part of The Sanctuary, and made subject to the covenants, conditions and restrictions.

6. "Declarant" shall mean and refer to William Jeffrey Ard and Lisa C. Ard, husband and wife, and their heirs, successors and assigns if such heirs, successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded); and

2. Delegation of Use. Any Owner may delegate, in accordance

with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

(a) Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) upon the expiration of five (5) years from the date of the recording of this Declaration.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, however, such lien upon the Property shall continue until satisfied.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and to cover the cost of improvements, utilities maintenance, repairs and replacement of the Common Area and management and protection of same.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Dollars (\$400.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Moreover, in the event there are assessments mandated by any city or county governmental agency, these will be equally divided among all of the Property owners.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment and Collection. Both annual

and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

11. Obligations of Declarant/ Association. In the event Declarant or the Association fails to perform its obligations in

regard to annual assessments or repair of any common areas, or pursuant to obligations required hereunder, an Owner may sue to enforce said obligations, and the prevailing party under such litigation shall be entitled to attorney's fees.

ARTICLE V  
EASEMENTS

The Declarant is simultaneously hereto conveying to the Association the roadways more particularly described in Exhibit "B" hereto and reserves a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described in "Exhibit B" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Whenever four-fifths (4/5) of the Owners of four-fifths (4/5) of the property abutting the roadways described in Exhibit "B" hereto present a signed petition proposing that such roadways be dedicated to the county or a successor local government, the Association shall be required to dedicate to public use such roadways in the subdivision. However, the Association shall be prohibited from dedicating to the public use of the roadways within the subdivision unless such dedication is agreed to by four-fifths (4/5) of the Owners of four-fifths (4/5) of the property abutting such roadways in a signed petition proposing such dedication which is presented to the county or a successor local government and such local government agrees to such dedication.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, light post, mailbox, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or

disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant, or his designee, shall comprise the Architectural Control Committee until such time as Declarant turns over control of the homeowners' association to same. After that date the Board of Directors shall appoint the Architectural Control Committee which shall be comprised of one or more members of the association.

(a.) The minimum building and architectural control requirements applicable to the property are as follows:

- (1) The minimum size of a site-built residential dwelling constructed on a Lot shall be 2,000 heated square feet. Porches, garages, and deck areas, even if heated, shall not be included in this minimum square footage requirement. No mobile or modular dwellings of any kind will be permitted.
- (2) No building or other structure of any type constructed on a Lot shall exceed two (2) stories in height.
- (3) Each dwelling unit shall have an enclosed garage capable of accommodating at least two automobiles.
- (4) No fence of any kind shall be placed or constructed on any Lot without being approved first by the architectural control committee.
- (5) Each residential dwelling shall be connected to the Public water system made available in the subdivision, the cost of which is to be borne by the Owner.
- (6) All residential dwellings shall have a front elevation which is primarily masonry and shall have architectural detail consistent with other dwellings located on the property.
- (7) All roof pitches shall be a minimum of 6/12, and all roofs shall have architectural shingles.
- (8) No residential dwelling shall be constructed with plywood siding or any other siding applied as sheets. All residential



dwellings shall utilize on the exterior, BRICK, Hardy-board or stucco.

- (9) Landscaping consistent with other dwellings located on the Property is required with respect to each new residential dwelling.
- (10) All disturbed areas of land between the front of a residential dwelling and the curb shall be sodded in an uninterrupted pattern or mulched in a controlled manner. Each owner shall be responsible for erecting adequate control to prevent erosion and deposit of sediments.
- (11) All mailboxes shall be approved by the Association.
- (12) All structures erected on a lot shall comply with all applicable building codes. In no event shall a residential dwelling be constructed nearer to the front lot line than 50 feet, or nearer to the rear lot line than 25 feet or nearer to a side lot line than 25 feet.
- (13) No satellite dishes shall be permitted on any Lot or in any Easement Area except for dish systems on the residence such as Dish Network or DirecTV.
- (14) Each residential dwelling shall have a driveway of appropriate dimensions which shall be constructed of concrete.
- (15) No above-ground swimming pools shall be permitted.

ARTICLE VII  
LIVESTOCK; OTHER ANIMALS

Within The Sanctuary, no parcel shall be utilized for commercial breeding of animals, livestock, cattle, birds or poultry; except that owners of house pets such as cats or dogs may breed and sell same. Commercial kennels of animals, however, are specifically not permitted. Further, no Owner may maintain or keep within The Sanctuary any cattle or related livestock, goats, chickens, ostriches, emus or pigs. Horses shall be permitted.

ARTICLE VIII  
DEDICATION OF EASEMENT AREAS

Declarant, his successors and assigns reserve the right to dedicate all or part of the Easement Areas to any public agency or governmental unit, and all easements in favor of the Owners created by this Declaration are subject to this condition.

ARTICLE IX  
ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction, condition, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so.

ARTICLE X  
DURATION AND AMENDMENT

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners. For the purposes of amendment of this Declaration, co-owners of a Lot shall be considered as one owner. To become effective, an amendment must be recorded.

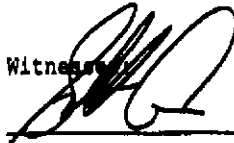
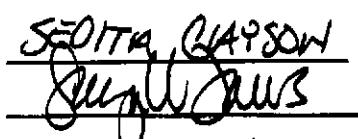
ARTICLE XI  
FHA/VA APPROVAL

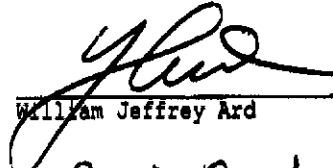

As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the date and year first

above written.

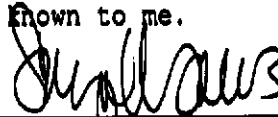
Witness

  
\_\_\_\_\_  
SEOLITA CLAYSON  
  
\_\_\_\_\_  
Sonya K. Dawes

  
\_\_\_\_\_  
William Jeffrey Ard  
  
\_\_\_\_\_  
Lisa C. Ard

STATE OF FLORIDA  
COUNTY OF LEON

21<sup>st</sup> The foregoing instrument was acknowledged before me this  
day of September, 2005, by William Jeffrey Ard and Lisa C. Ard,  
husband and wife. They are personally known to me.

  
\_\_\_\_\_  
Notary Public  
State of Florida  
Commission No.

**EXHIBIT "A"**

**Description: New Parcel**

Begin at an old axle marking the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida and run thence North 00 degrees 00 minutes 17 seconds East 1321.98 feet to an old axle, thence run South 89 degrees 54 minutes 30 seconds West 1316.97 feet to a set concrete monument, thence run North 00 degrees 01 minutes 36 seconds East 1319.68 feet to an old axle, thence run South 89 degrees 58 minutes 36 seconds West 1320.36 feet to an old concrete monument, thence run North 00 degrees 24 minutes 19 seconds West 1156.14 feet to the centerline of an unrecorded County Maintained 40 foot graded road (Springfield Road, C-244), thence leaving said centerline continue North 00 degrees 24 minutes 19 seconds West 249.38 feet to an old iron pipe, thence run South 89 degrees 52 minutes 39 seconds East 1319.11 feet to an old axle, thence run North 00 degrees 00 minutes 10 seconds East 1342.46 feet to an old concrete monument marking the Southeast corner of Lloyd Estates, an unrecorded subdivision (O.R. 83, Page 414), said point also being the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 3 East in Jefferson County, Florida, thence along said Southerly boundary of Lloyd Estates, run South 88 degrees 08 minutes 21 seconds West 2369.38 feet to an old concrete monument marking the Easterly right of way boundary of State Road 99, thence along said Easterly right of way boundary of State Road 99 run South 03 degrees 19 minutes 30 seconds East 1663.06 feet to the centerline of an unrecorded County Maintained 40 foot graded road (Springfield Road, C-244), thence leaving said centerline continue along said Easterly right of way boundary South 03 degrees 19 minutes 30 seconds East 2088.07 feet to a set concrete monument marking the point of curvature of State Road 99, thence run Southwesterly along said curve with a radius of 11509.19 feet, through a central angle of 05 degrees 54 minutes 58 seconds, for an arc length of 1188.39 feet (chord bearing of said curve being South 00 degrees 15 minutes 52 seconds East for a chord distance of 1187.86 feet) to a set concrete monument marking the point of tangency, thence run South 02 degrees 34 minutes 49 seconds West 1899.48 feet to an old concrete monument, thence leaving said Easterly right of way boundary of State Road 99 run North 89 degrees 27 minutes 07 seconds East 3572.39 feet to an old concrete monument, thence run North 02 degrees 50 minutes 26 seconds East 297.21 feet to an old terra cotta monument, thence run South 88 degrees 32 minutes 32 seconds West 1338.81 feet to an old concrete monument, thence run North 00 degrees 27 minutes 51 seconds West 1322.41 feet to an old iron pipe, thence run North 89 degrees 59 minutes 28 seconds East 1317.47 feet to an old axle marking said POINT OF BEGINNING.

**LESS AND EXCEPT: Tower Site**

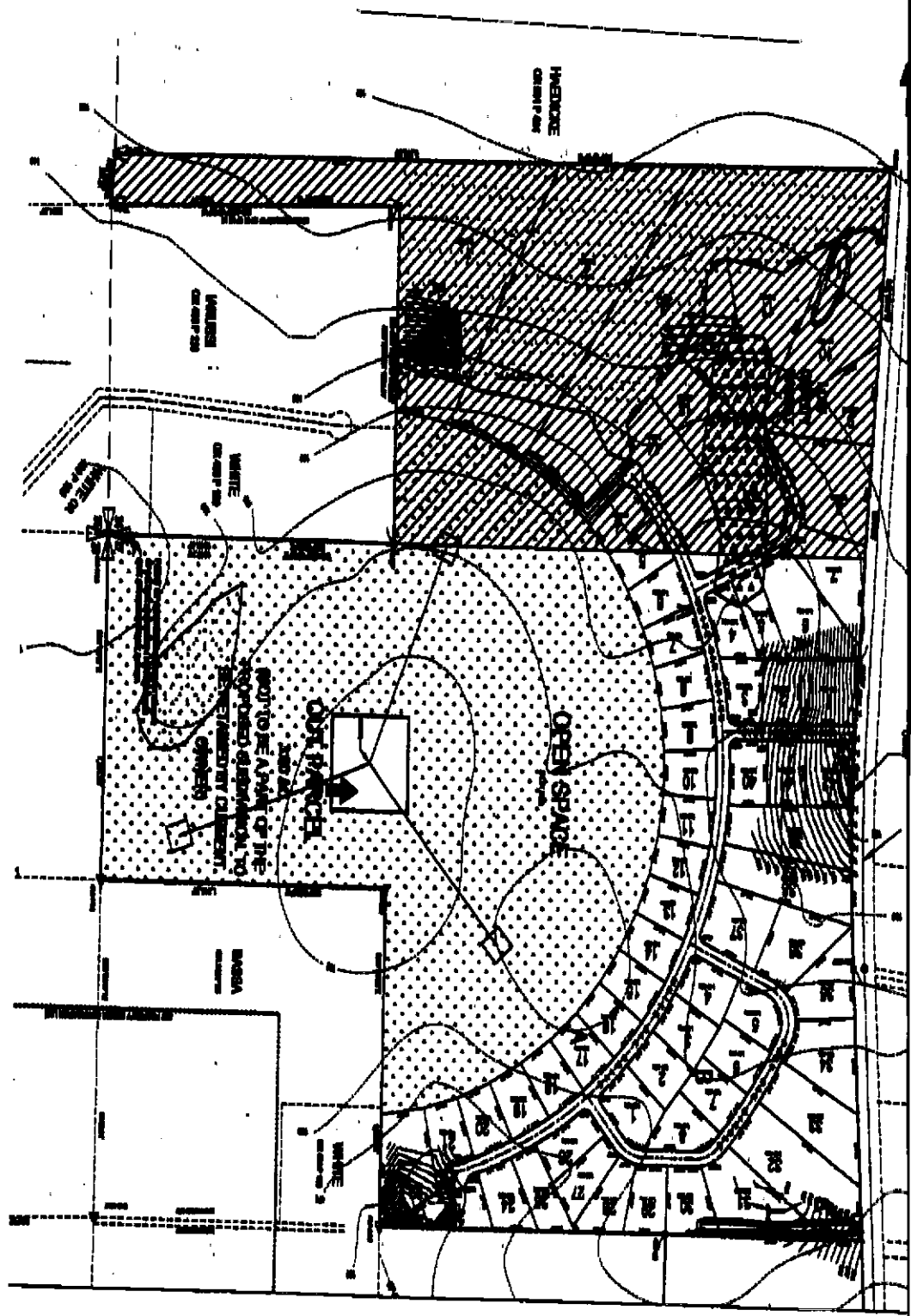
Commence at the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida and run North 00 degrees 18 minutes 32 seconds West, along the section line 1321.34 feet to a point, thence South 89 degrees 43 minutes 21 seconds West 1317.86 feet to a point, thence South 00 degrees 07 minutes 47 seconds East 300.00 feet for a POINT OF BEGINNING, thence run North 89 degrees 53 minutes 13 seconds East 262.00 feet to a point, thence South 00 degrees 07 minutes 47 seconds East 362.00 feet to a point, thence South 89 degrees 52 minutes 13 seconds West 362.00 feet to a point, thence North 00 degrees 07 minutes 47 seconds West 362.00 feet to a point, thence North 89 degrees 53 minutes 13 seconds East 100.00 feet to the POINT OF BEGINNING.

**SUBJECT TO AND TOGETHER WITH** 40 foot wide county graded Springfield Road (C-244).

**ALSO SUBJECT TO AND TOGETHER WITH** a new temporary 30 foot wide access easement described as follows:

Commence at the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida and run North 00 degrees 18 minutes 32 seconds West, along the section line 1321.34 feet to a point, thence South 89 degrees 43 minutes 21 seconds West 1317.86 feet to a point, thence South 00 degrees 07 minutes 47 seconds East 300.00 feet to a point, thence South 89 degrees 52 minutes 13 seconds East 100.00 feet for a POINT OF BEGINNING OF THIS EASEMENT, thence continue South 89 degrees 53 minutes 13 seconds West 1043.89 feet to a point on the East right of way line of State Road 99 and the terminal point of this easement.

Extending and shortening the right of way line of said easement so as to begin at the Northeast corner of the above described Tower Site and to terminate at the East right of way line of State Road 99.



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DC, CARL BORTHRIGHT, JEFFERSON County B:573 P:602

**DESCRIPTION:****NEW 60' ROADWAY, DRAINAGE & UTILITY BASEMENT #1**

Commence at the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida and run South 89 degrees 44 minutes 13 seconds West 1,317.16 feet, thence South 00 degrees 43 minutes 23 seconds 1,320.93 feet, thence North 89 degrees 40 minutes 37 seconds East 1,322.88 feet, thence South 00 degrees 50 minutes 24 seconds East 205.03 feet, thence South 89 degrees 43 minutes 06 seconds West 1,577.35 feet to the Eastern right of way line of State Road 59 (Gamble Road), thence North 02 degrees 21 minutes 51 seconds East along said right of way line a distance of 1915.36 feet to a point of curve to the right, thence Northwesterly along said right of way and curve with a radius of 11,509.19 feet, through a central angle of 01 degree 15 minutes 04 seconds, for an arc length of 251.53 feet (chord of said arc being North 01 degree 44 minutes 19 seconds East 251.52 feet) to the POINT OF BEGINNING, thence leaving said right of way run along said right of way line as follows: North 89 degrees 00 minutes 18 seconds East 594.14 feet to a point of curve to the right, thence run Southeastery along said curve with a radius of 30.00 feet, through a central angle of 83 degrees 07 minutes 52 seconds, for an arc length of 43.53 feet (chord of said arc being South 49 degrees 25 minutes 46 seconds East 39.81 feet) to a point of curve concave to the East, thence run Southeastery along said curve with a radius of 1,669.00 feet, through a central angle of 15 degrees 25 minutes 22 seconds, for an arc length of 449.26 feet (chord of said arc being South 15 degrees 34 minutes 31 seconds East 447.90 feet) to a point of curve to the right, thence run Southwestery along said curve with a radius of 30.00 feet, through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being South 20 degrees 42 minutes 06 seconds West 41.87 feet), thence South 64 degrees 41 minutes 23 seconds West 345.56 feet to a point of curve to the left, thence run Southwestery along said curve with a radius of 100.00 feet, through a central angle of 94 degrees 11 minutes 53 seconds, for an arc length of 295.93 feet (chord of said arc being South 17 degrees 35 minutes 26 seconds West 263.71 feet) to a point of compound curve, thence run Southeastery along said curve with a radius of 2,229.00 feet, through a central angle of 07 degrees 03 minutes 19 seconds, for an arc length of 274.48 feet (chord of said arc being South 33 degrees 02 minutes 10 seconds East 274.31 feet) to a point of curve to the left, thence run Northwesterly along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 15 minutes 24 seconds, for an arc length of 249.81 feet (chord of said arc being North 53 degrees 55 minutes 19 seconds East 60.00 feet) to a point of curve to the right, thence run Northwesterly along said curve with a radius of 2,169.00 feet, through a central angle of 07 degrees 02 minutes 28 seconds, for an arc length of 266.55 feet (chord of said arc being North 33 degrees 01 minute 48 seconds West 266.39 feet) to a point of compound curve, thence run Northwesterly along said curve with a radius of 120.00 feet, through a central angle of 94 degrees 11 minutes 53 seconds, for an arc length of 197.39 feet (chord of said arc being North 17 degrees 35 minutes 26 seconds East 175.81 feet) to a point, thence North 64 degrees 41 minutes 23

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Not valid without signature and the original rubber seal of a Florida Licensed surveyor and mapper.

**DELTA**
**LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NUMBER LA 6708  
 640 S. JEFFERSON STREET  
 MONTICELLO, FLORIDA

PHONE: (888) 997-8861 FAX: (888) 997-8997

OCT. 11, 2005

DATE

05-067-26

JOB NO.

seconds East 343.56 feet to a point of curve to the right, thence run Southeastery along said curve with a radius of 30.00 feet, through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being South 71 degrees 19 minutes 20 seconds East 41.67 feet) to a point of curve to the left, thence run Southeastery along said curve with a radius of 1,669.00 feet, through a central angle of 15 degrees 27 minutes 54 seconds, for an arc length of 430.49 feet (chord of said arc being South 35 degrees 08 minutes 47 seconds East 449.12 feet) to a point of curve to the left, thence run Northeastery along said curve with a radius of 50.00 feet, through a central angle of 286 degrees 12 minutes 50 seconds, for an arc length of 249.77 feet (chord of said arc being North 46 degrees 29 minutes 43 seconds East 60.00 feet) to a point of curve to the right, thence run Northeastery along said curve with a radius of 1,669.00 feet, through a central angle of 116 degrees 49 minutes 45 seconds, for an arc length of 3,290.84 feet (chord of said arc being North 15 degrees 38 minutes 31 seconds East 2,741.29 feet) to a point on curve to the left, thence run Southwestery along said curve with a radius of 50.00 feet, through a central angle of 241 degrees 11 minutes 22 seconds, for an arc length of 210.48 feet (chord of said arc being North 46 degrees 32 minutes 18 seconds West 96.08 feet) to a point of curve to the right, thence run Southwestery along said curve with a radius of 30.00 feet, through a central angle of 58 degrees 49 minutes 29 seconds, for an arc length of 30.80 feet (chord of said arc being South 42 degrees 16 minutes 46 seconds West 29.47 feet) to a point of curve to the left, thence run Southeastery along said curve with a radius of 1,669.00 feet, through a central angle of 75 degrees 29 minutes 37 seconds, for an arc length of 2,199.09 feet (chord of said arc being South 33 degrees 56 minutes 42 seconds West 2,043.43 feet) to a point of curve to the right, thence run Southwestery along said curve with a radius of 30.00 feet, through a central angle of 92 degrees 48 minutes 24 seconds, for an arc length of 48.59 feet (chord of said arc being South 43 degrees 36 minutes 06 seconds West 43.45 feet) to a point, thence South 89 degrees 00 minutes 18 seconds West 541.95 feet to a point on the Eastern right of way line of State Road 59, said point being on a curve concave to the West, thence run Southwestery along said curve with a radius of 11,509.19 feet, through a central angle of 00 degrees 17 minutes 56 seconds, for an arc length of 60.04 feet (chord of said arc being South 00 degrees 37 minutes 49 seconds West 60.04 feet) to the POINT OF BEGINNING.

Instr:0000120253 Date:10/12/2005 Time:16:03  
 DC, CARL BORTHWRIGHT, JEFFERSON County B:573 P:603

Not valid without signature and the original red wax seal of a Florida Licensed Surveyor and Mapper



**DELTA**

LAND SURVEYORS, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER 18 6798  
 440 N. JEFFERSON STREET  
 MONTICELLO, FLORIDA

PHONE (888) 897-0081 FAX (888) 897-8797

DEC. 11, 2005

DATE

05-067-28

JOB NO.

Instr:0000120853 Date:10/12/2005 Time:16:03  
 \_\_\_\_\_ DC, CARL BORTHRIGHT, JEFFERSON County B:573 P:604

**DESCRIPTION:**

**NEW 60' ROADWAY, DRAINAGE & UTILITY BASEMENT #2**

Commence at the Southwest corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida and run South 89 degrees 44 minutes 13 seconds West 1,317.16 feet, thence South 00 degrees 43 minutes 28 seconds 1,320.93 feet, thence North 89 degrees 40 minutes 37 seconds East 1,322.88 feet, thence South 00 degrees 50 minutes 24 seconds East 205.03 feet, thence South 89 degrees 43 minutes 06 seconds West 1,577.35 feet to the Eastern right of way line of State Road 59 (Gamble Road), thence North 02 degrees 21 minutes 31 seconds East along said right of way line a distance of 1915.36 feet to a point of curve to the right, thence Northeast along said right of way and curve with a radius of 11,509.19 feet, through a central angle of 01 degree 33 minutes 00 seconds, for an arc length of 311.36 feet (chord of said arc being North 01 degree 35 minutes 21 seconds East 311.35 feet), thence leaving said right of way run North 89 degrees 00 minutes 18 seconds East 541.91 feet to a point of curve to the left, thence run Northeast along said curve with a radius of 30.00 feet, through a central angle of 92 degrees 48 minutes 24 seconds, for an arc length of 48.59 feet (chord of said arc being North 42 degrees 36 minutes 06 seconds East 43.43 feet) to a point of curve to the right, thence run Northeast along said curve with a radius of 1669.00 feet, through a central angle of 25 degrees 09 minutes 35 seconds, for an arc length of 732.89 feet (chord of said arc being North 08 degrees 46 minutes 42 seconds East 727.02 feet) to the POINT OF BEGINNING, said point being on a curve to the left, thence run Northwest along said curve with a radius of 30.00 feet, through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being North 22 degrees 37 minutes 48 seconds West 41.87 feet) to a point, thence North 66 degrees 37 minutes 05 seconds West 349.56 feet to a point of curve to the right, thence run Northwest along said curve with a radius of 180.00 feet, through a central angle of 94 degrees 11 minutes 55 seconds, for an arc length of 295.93 feet (chord of said arc being North 19 degrees 31 minutes 09 seconds West 283.71 feet) to a point of compound curve, thence run Northeast along said curve with a radius of 2,269.00 feet, through a central angle of 13 degrees 09 minutes 24 seconds, for an arc length of 521.03 feet (chord of said arc being North 54 degrees 16 minutes 38 seconds East 519.88 feet) to a point of compound curve, thence run Northeast along said curve with a radius of 180.00 feet, through a central angle of 44 degrees 44 minutes 35 seconds, for an arc length of 140.56 feet (chord of said arc being North 63 degrees 20 minutes 44 seconds East 137.03 feet) to a point, thence North 89 degrees 46 minutes 28 seconds East 240.42 feet to a point of curve to the right, thence run Southeast along said curve with a radius of 180.00 feet, through a central angle of 50 degrees 37 minutes 52 seconds, for an arc length of 159.06 feet (chord of said arc being South 54 degrees 54 minutes 26 seconds East 153.94 feet) to a point, thence South 39 degrees 33 minutes 30 seconds East 170.84 feet to a point of curve to the left, thence run Northeast along said curve with a radius of 30.00 feet,

Not valid without signature and the original red wax seal of a Florida Licensed surveyor and mapper



**DELTA**

**LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 4766  
 440 E. JEFFERSON STREET  
 MONTICELLO, FLORIDA

PHONE (888) 997-0001 FAX (888) 997-0777

OCT. 11, 2005
DATE
05-017-28
JOB NO.



Instr:0000120253 Date:10/12/2005 Time:16:03

DC, CIVIL, BORTHRIGHT, JEFFERSON County Br573 Pg605

through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being South 73 degrees 34 minutes 47 seconds East 41.67 feet) to a point, said point being on a curve concave to the East, thence run Southwesterly along said curve with a radius of 1,669.00 feet, through a central angle of 04 degrees 02 minutes 51 seconds, for an arc length of 117.91 feet (chord of said arc being South 50 degrees 24 minutes 30 seconds West 117.88 feet) to a point of curve to the right, thence run Southwesterly along said curve with a radius of 30.00 feet, through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being South 69 degrees 23 minutes 38 seconds West 41.67 feet) to a point, thence North 66 degrees 37 minutes 05 seconds West 345.56 feet to a point of curve to the right, thence run Northwesterly along said curve with a radius of 120.00 feet, through a central angle of 94 degrees 11 minutes 53 seconds, for an arc length of 197.29 feet (chord of said arc being North 19 degrees 31 minutes 08 seconds West 175.81 feet) to a point of compound curve, thence run Northeastery along said curve with a radius of 2,169.00 feet, through a central angle of 13 degrees 23 minutes 38 seconds, for an arc length of 307.04 feet (chord of said arc being North 34 degrees 16 minutes 38 seconds East 305.89 feet) to a point of compound curve, thence run Northeastery along said curve with a radius of 120.00 feet, through a central angle of 48 degrees 48 minutes 11 seconds, for an arc length of 102.21 feet (chord of said arc being North 65 degrees 22 minutes 32 seconds East 99.15 feet) to a point, thence North 89 degrees 46 minutes 38 seconds East 240.62 feet to a point of curve to the right, thence run Southeastery along said curve with a radius of 120.00 feet, through a central angle of 50 degrees 37 minutes 52 seconds, for an arc length of 106.04 feet (chord of said arc being South 64 degrees 54 minutes 26 seconds East 102.62 feet) to a point, thence South 39 degrees 35 minutes 30 seconds East 170.84 feet to a point of curve to the right, thence run Southwesterly along said curve with a radius of 30.00 feet, through a central angle of 87 degrees 58 minutes 34 seconds, for an arc length of 46.06 feet (chord of said arc being South 04 degrees 23 minutes 47 seconds West 41.67 feet) to a point of curve to the left, thence run Southwesterly along said curve with a radius of 1,669.00 feet, through a central angle of 22 degrees 58 minutes 44 seconds, for an arc length of 669.36 feet (chord of said arc being South 36 degrees 53 minutes 43 seconds West 664.88 feet) to a point, thence continue Southwesterly along said curve with a radius of 1,669.00 feet, through a central angle of 04 degrees 02 minutes 51 seconds, for an arc length of 117.91 feet (chord of said arc being South 23 degrees 22 minutes 55 seconds West 117.88 feet) to the POINT OF BEGINNING.

*Charles R. Bailey* 10/10/05  
 Charles R. Bailey Dico  
 Florida Licensed Surveyor & Mapper L.S. #4481

Not valid without signature and the original ruled seal of a Florida Licensed surveyor and mapper



**DELTA**

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LS 4706  
440 E. JEFFERSON STREET  
MONTICELLO, FLORIDA

PHONE (888) 997-0801 FAX (888) 997-0707

OCT. 11, 2005

DATE

03-087-28

JOB NO.

This instrument was prepared by  
and should be returned to:  
Sonya K. Daws  
Messer, Caparello & Self, P.A.  
2618 Centennial Place  
Tallahassee, Florida 32308

Inst:200733130146 Date:10/31/2007 Time:11:05 AM  
6 DC,Kirk Reams,Jefferson County Page 1 of 3

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE SANCTUARY SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SANCTUARY SUBDIVISION, dated this 30th day of October, 2007, is made in accordance with Article X of The Sanctuary Declaration of Covenants, Conditions and Restrictions, and is made by the undersigned, who comprise sixty-six and two-thirds (66 2/3%) of the owners of the properties within The Sanctuary, a subdivision recorded in Plat Book B, Page 95 of the Public Records of Jefferson County, Florida (the "subdivision" or the "Property").

W I T N E S S E T H:

WHEREAS, the subdivision is encumbered by that certain Declaration of Covenants, Conditions and Restrictions for The Sanctuary dated September 21, 2005, and recorded October 12, 2005 in Official Records Book 573, Page 589, of the Public Records of Jefferson County, Florida (hereinafter the "Restrictive Covenants"); and

WHEREAS, Article X of the Declaration of Covenants, Conditions and Restrictions provides that with the concurrence of two-thirds (2/3) of the property owners, the Restrictive Covenants may be amended, altered or modified; and

WHEREAS, the undersigned, who constitute the foregoing requisite percentage of ownership desire at this time, to amend that certain Declaration of Covenants, Conditions and Restrictions of The Sanctuary Subdivision, as follows:

1. Article VI, Section (a)(1) of the Declaration of Covenants, Conditions and Restrictions of The Sanctuary Subdivision is hereby amended to change the minimum square footage required from 2,000 heated square feet to: **2,000 square feet under roof. Porches, garages, and deck areas, shall be included in this minimum square footage requirement so long as they are under roof.**

2. All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the undersigned, constituting the ownership of forty-four (44) lots out of sixty-five (65) lots, which represents sixty-six and two-thirds percent (66 2/3%) of the ownership of the Lots within The Sanctuary Subdivision, have set their hands and seals.

Witnesses:

Print Name: SONJA K. LAWS

Print Name: ERIN K. GORDON

William Jeffrey Ard and

Lisa C. Ard as the owners  
of Lots [REDACTED];

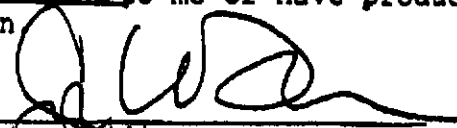
[REDACTED] and  
42 of Block "A", and Lots  
1,2,3,4,5 and 6 of Block "B",  
and Lots [REDACTED],  
12,13 and 14 of Block "C"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of October, 2007, by William Jeffrey Ard and Lisa C. Ard, husband and wife, who are ~~personally known to me or have produced~~ as identification



SONYA K. DAVIS  
MY COMMISSION # DO 304889  
EXPIRES: July 26, 2008  
Bonded thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public  
State of Florida  
Commission No.

This Instrument Prepared By:  
Cathi C. Wilkinson  
Post Office Box 10095  
Tallahassee, Florida 32302-2095

FILED FOR RECORD  
MAR 23 AM 9 39  
\$00. STAMPS PAID

FILED FOR RECORD  
MAR 23 AM 9 39  
FILED FOR RECORD

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 17 day of MARCH, 2000, by and between BETH L. TIMM, whose address is 2526 Killarney Way, Tallahassee, FL 32308 (hereinafter referred to as "Grantor"), and CUMULUS WIRELESS SERVICES INC., whose address is 111 East Kilbourn Ave., Ste. 2700, Milwaukee, WI 53202, (hereinafter referred to as the "Grantee").

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantor to the Grantee and in consideration of the conditions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee a non-exclusive easement ("Easement") in and upon that certain land situate in Jefferson County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"). Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property; that the Grantor has good right and lawful authority to grant the Easement, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

The Easement is as more particularly described in Composite Exhibit "B" attached hereto and is granted upon the following terms conditions, covenants and agreements, which are accepted and agreed to by Grantee as evidenced by its execution hereof.

1. **Purpose.** The Easement is for the purpose of ingress and egress to the radio transmission tower (the "Tower") located upon the property more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof. Grantee shall have all rights and privileges necessary or convenient for the full enjoyment and use of said Easement for the purposes above described, including, but not limited to, the right to enter over and upon the Property, and the right to clear vegetation and other encroachments from the Property lying within the Easement. Notwithstanding the foregoing, Grantee shall not use the Property so as to unreasonably restrict ingress and egress to or activities on the parent tract of the easement owned by Grantor. The Easement shall not be fenced by the Grantee except with the prior written consent of Grantor, such consent to not be unreasonably withheld by Grantor provided that the proposed fencing does not

100745

interfere with Grantor's reasonable use of such parent tract.

2. **Term.** Grantor has leased the property more particularly described in Exhibit "B" attached hereto unto Grantee pursuant to the Real Estate Lease dated on even date herewith. The term of the Easement shall coincide with the term (including any extensions thereof) of said Lease. This Easement shall expire and become null and void, and any and all estates and interests conveyed hereby shall revert to Grantor, upon the expiration or earlier termination of said Lease. On such termination, Grantor shall be entitled to execute and record a termination of the Easement in the public records of Jefferson County, FL, and Grantee shall join in executing such termination on request of Grantor.

3. **Repairs and Maintenance.** Grantor shall be solely responsible for repair and maintenance of the Easement and the Tower and the cost thereof during the term hereof.

4. **Assignment.** The Easement and Grantee's rights under this Agreement may not be assigned by Grantee except, however, if the Lease is assigned pursuant to paragraph 15 thereof, then this Easement may be likewise assigned to the same Assignee.

5. **Binding Effect.** The provisions of this Easement Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

6. **Indemnification.** Grantee shall indemnify and hold Grantor harmless for any claims or loss which results from any act or omission of Grantee or its agents, representatives, employees, licensees or invitees in its use, occupancy or maintenance of the Property.

7. **Entire Agreement.** This Easement Agreement sets forth the entire agreement of the parties and may not be modified except in a writing executed by both Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Jan B. Timm  
Print Name: JAN B. TIMM

Beth L. Timm  
BETH L. TIMM

Cathi C. Wilkinson  
Print Name: CATHI C. WILKINSON

"GRANTOR"

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0445 0592  
JEFFERSON CO., FL

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17 day of MARCH, 2000, by BETH L. TIMM, who is personally known to me or produced FL DRIVER'S LICENSE as identification.

Carol Weiss  
NOTARY PUBLIC  
Carol Weiss  
Print Name  
My Commission Expires:



WITNESSES:

CUMULUS WIRELESS SERVICES, INC.

\_\_\_\_\_  
Print Name:

BY: Terrence J. Leahy  
Terrence J. Leahy

Its: Vice President

\_\_\_\_\_  
Print Name:

"GRANTEE"

STATE OF WISCONSIN,  
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2000, by Terrence J. Leahy, as Vice President of CUMULUS WIRELESS SERVICES INC. for and on behalf of such corporation.. He is personally known to me or produced \_\_\_\_\_ as identification.

Roxanne M. Crozier  
NOTARY PUBLIC  
Roxanne M. Crozier  
Print Name  
My Commission Expires:



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JEFFERSON CO., FL



Exhibit A

Begin at an old axle marking the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida, and run thence North 0 00'17" East 1221.22 feet to an old axle; thence run North 89 55'44" East 1222.17 feet to an old concrete monument; thence run North 0 00'27" East 1242.22 feet to a concrete monument marking the Southerly right-of-way boundary of an unrecorded County maintained 40 foot graded road (Springfield Road, C-244); thence along said Southerly right-of-way boundary run South 88 27'19" West 1222.11 feet to an old axle; thence leaving said Southerly right-of-way boundary run South 0 00'47" West 1212.21 feet to an aforementioned old axle; thence run South 89 24'20" West 1212.27 feet to a set concrete monument; thence run North 0 01'25" East 1219.22 feet to an old axle; thence run South 89 24'26" West 1220.24 feet to an old concrete monument; thence run North 0 01'19" West 1199.12 feet to the centerline of an unrecorded County maintained 40 foot graded road (Springfield Road, C-244); thence leaving said centerline continue North 0 04'15" West 249.22 feet to an old iron pipe; thence run South 89 22'22" East 1219.11 feet to an old axle; thence run North 0 00'10" East 1242.42 feet to an old concrete monument marking the Southeast corner of Lloyd Estates, an unrecorded subdivision (O.R. 22 page 212), said point also being the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 1 North, Range 3 East in Jefferson County, Florida; thence along said Southerly boundary of Lloyd Estates run South 88 00'21" West 2227.22 feet to an old concrete monument marking the Easterly right-of-way boundary of State Road 29; thence along said Easterly right-of-way boundary of S.R. 29 run South 2 19'20" East 1222.22 feet to the centerline of an unrecorded County maintained 40 foot graded road (Springfield Road, C-244); thence leaving said centerline continue along said Easterly right-of-way boundary South 2 19'20" East 2022.27 feet to a set concrete monument marking the point of curvature of State Road 29; thence run Southwesterly along said curve with a radius of 11209.12 feet through a central angle of 2 54'22" for an arc length of 1122.22 feet (chord bearing of said curve being South 0 12'22" East for a chord distance of 1127.22 feet) to a set concrete monument marking the point of tangency; thence run South 2 26'49" West 1229.42 feet to an old concrete monument; thence leaving said Easterly right-of-way boundary of State Road 29 run North 89 27'07" East 2272.22 feet to an old concrete monument; thence run North 2 20'24" East 227.21 feet to an old terra-cotta monument; thence run South 88 22'22" West 1220.21 feet to an old concrete monument; thence run North 0 27'21" West 1222.41 feet to an old iron pipe; thence run North 88 29'22" East 1217.27 feet to an old axle marking said Point of Beginning.

more or less.

30' access easement lying 15' each side of the following described centerline  
Commence at a found iron pipe marking the Southeast corner of Section 27, Township 1 North,  
Range 3 East, Jefferson County, Florida, thence run South 89 degrees 48 minutes 07 seconds  
East 1317.53 feet to a found iron pipe, thence run North 00 degrees 09 minutes 42 seconds West  
318.18 feet to the Point of Beginning. From said Point of Beginning run Northwesterly along the  
proximate center of an existing two-run road as follows: North 43 degrees 24 minutes 55  
seconds West 497.03 feet, thence North 40 degrees 38 minutes 00 seconds West 320.67 feet,  
thence North 39 degrees 04 minutes 53 seconds West 343.38 feet, thence North 42 degrees 58  
minutes 30 seconds West 143.24 feet, thence North 59 degrees 57 minutes 03 seconds West  
8.14 feet, thence South 78 degrees 11 minutes 24 seconds West 201.80 feet; thence North 78  
degrees 31 minutes 26 seconds West 213.04 feet, thence North 87 degrees 12 minutes 41 seconds  
West 287.89 feet, thence North 83 degrees 34 minutes 13 seconds West 443.42 feet to the  
sterly right-of-way boundary of State Road No. 59 for the terminal point of said centerline.

**EASEMENT NORTHEAST** (Appurtenant)

Commence at a found iron pipe marking the Southeast corner of Section 27, Township 1 North,  
Range 3 East, Jefferson County, Florida, thence run South 89 degrees 48 minutes 07 seconds  
West along the South boundary of said Section 27 a distance of 1317.53 feet to a found iron pipe,  
thence leaving said South boundary run thence North 00 degrees 09 minutes 42 seconds West  
61.38 feet, thence South 74 degrees 29 minutes 22 seconds East 134.90 feet, thence North 15  
degrees 30 minutes 38 seconds East 17.79 feet to the POINT OF BEGINNING; From said  
POINT OF BEGINNING run thence North 15 degrees 30 minutes 38 seconds East 113.31 feet,  
thence North 77 degrees 27 minutes 41 seconds East 771.60 feet, thence South 12 degrees 32  
minutes 19 seconds East 100.00 feet, thence South 77 degrees 27 minutes 41 seconds West  
24.88 feet to the POINT OF BEGINNING.

**EASEMENT NORTHWEST** (Appurtenant)

Commence at a found iron pipe marking the Southeast corner of Section 27, Township 1 North,  
Range 3 East, Jefferson County, Florida, thence run South 89 degrees 48 minutes 07 seconds  
West along the South boundary of said Section 27 a distance of 1317.53 feet to a found iron pipe,  
thence leaving said South boundary run thence North 00 degrees 09 minutes 42 seconds West  
51.38 feet, thence North 74 degrees 29 minutes 22 seconds West 73.81 feet, thence North 15  
degrees 30 minutes 38 seconds East 25.15 feet to the POINT OF BEGINNING; From said  
POINT OF BEGINNING run thence North 15 degrees 30 minutes 38 seconds East 117.85 feet,  
thence North 42 degrees 32 minutes 43 seconds West 762.39 feet, thence South 47 degrees 27  
minutes 17 seconds West 100.00 feet, thence South 42 degrees 32 minutes 43 seconds East  
24.74 feet to the POINT OF BEGINNING.

**EASEMENT SOUTHWEST** (Appurtenant)

Commence at a found iron pipe marking the Southeast corner of Section 27, Township 1 North,  
Range 3 East, Jefferson County, Florida, thence run South 89 degrees 48 minutes 07 seconds  
West along the South boundary of said Section 27 a distance of 1317.53 feet to a found iron pipe,  
thence continue South 89 degrees 48 minutes 07 seconds West along said South boundary 189.76  
feet to the POINT OF BEGINNING; From said POINT OF BEGINNING continue South 89  
degrees 48 minutes 07 seconds West 104.94 feet, thence leaving said South boundary run thence  
North 17 degrees 27 minutes 25 seconds East 909.67 feet, thence South 74 degrees 29 minutes  
30 seconds East 100.06 feet, thence South 17 degrees 27 minutes 25 seconds West 881.24 feet to  
the POINT OF BEGINNING.

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EXHIBIT "B"

0445-2-0896

JEFFERSON CO., FL

**LEASEHOLD**

Commence at a found iron pipe marking the Southeast corner of Section 27, Township 1 North, Range 3 East, Jefferson County, Florida, thence run South 89 degrees 48 minutes 07 seconds West along the South boundary of said Section 27 a distance of 1317.53 feet to a found iron pipe, thence leaving said South boundary run thence North 00 degrees 09 minutes 42 seconds West 861.38 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING run thence North 74 degrees 29 minutes 22 seconds West 73.81 feet, thence North 15 degrees 30 minutes 38 seconds East 208.71 feet, thence South 74 degrees 29 minutes 22 seconds East 208.71 feet, thence South 15 degrees 30 minutes 38 seconds West 208.71 feet, thence North 74 degrees 29 minutes 22 seconds West 134.90 feet to the POINT OF BEGINNING containing 1.00 acres more or less

EXHIBIT "C"

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JEFFERSON CO., FL