

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND PARTY WALL AGREEMENT is made by Almand Construction Company, Inc., a Florida corporation, whose address is 707 Mill Creek Road, Suite 400, Jacksonville, Florida 32211 ("Developer"), this 24<sup>TH</sup> day of MARCH, 1988.

ARTICLE I

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the owner of the real property located in St. Johns County, Florida, more particularly described on Exhibit A attached hereto (the "Property") in fee simple absolute subject to those matters described on Exhibit A. Developer has caused the Property to be surveyed and divided into seventeen (17) individual lots (the "Lots") in accordance with the Site Plan attached hereto as Exhibit B which Lots are more specifically described in Exhibit C. Developer desires to restrict the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.2 "Association" means Southpark Medical Association, St. Augustine Owners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Areas" means all property owned by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas are designated as such on the Site Plan and are more specifically described on Exhibit D.

1.5 "Developer" means Almand Construction Company, Inc., a Florida corporation, whose address is 707 Mill Creek Road, Suite 400, Jacksonville, Florida 32211, its successors and assigns with respect to the entire Property, and all other Persons who acquire substantially all the undeveloped Lots within the Property for the purpose of development of the Property or completion of the Work.

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RETURN TO Randy Eberling  
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1.6 "Duplex Units" means those Units 5/6, 8/9, 10/11 and 15/16, as shown on the Site Plan which cover two Lots but are separated by a common Party Wall and are sold as individual, separate Units.

1.7 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.8 "Legal Documents" collectively means this Declaration of Easement, Covenants and Restrictions and Party Wall Agreement, the Association's Articles of Incorporation and the Association's By-Laws, as the same may be amended from time to time. Individually the foregoing are defined as:

(a) "Declaration" means this Declaration of Covenants and Restrictions and Party Wall Agreement for Southpark Medical Association, St. Augustine and any supplemental declarations made in accordance herewith, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(c) "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.9 "Lot" means each of the seventeen (17) parcels shown on the Site Plan excluding any areas designated as Common Areas or for utilities or drainage uses or dedicated to public use.

1.10 "Master Association" means Southpark at St. Augustine Owners' Association., Inc., a corporation not for profit organized pursuant to Chapter 617, Fla. Statutes., its successors and assigns.

1.11 "Mortgage" means any mortgage, deed of trust, or other instrument validly creating a lien upon any Lot, as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.12 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.13 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner as to each Lot owned by the Developer.

1.14 "Party Wall" means the common wall dividing each Duplex Unit into two separate parcels of property together with the area of construction and roofing immediately above and below each such Party Wall.

1.15 "Person" means any natural person or artificial entity having legal capacity.

1.16 "Property" means the lands in St. Johns County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provision of this Declaration in the manner provided herein.

1.17 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

1.18 "Southpark at St. Augustine" means the project being developed by Developer, as generally depicted on the Master Site Plan comprising the Property and other parcels as shown on Exhibit E.

1.19 "The Work" means the initial development of all or any portion of the Property as a professional office community by the construction and installation of streets, utility systems, common facilities, Units, and other improvements, and the sale, lease, or other disposition of the Property by Lots. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.20 "Unit" means each professional office building including each of the two Units comprising a professional office Duplex Unit.

1.21 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will," "must," and "should" have the same effect as of the term "shall." Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

## ARTICLE II

### PROPERTY RIGHTS AND EASEMENTS AND CREATION OF PARTY WALLS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, at such time as in its sole discretion it deems appropriate, the title to the Common Areas, subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Suspension. The Association's right to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid or for any material infraction of the Association's Regulations.

(b) Dedication. The Association's right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication or transfer must be approved by at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(c) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(d) Legal Documents. The provisions of the Legal Documents and all matters shown on any site plan of all or part of the Property.

(e) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

2.2 Creation of Party Walls. The common walls dividing Duplex Units into two individual Units shall constitute Party Walls as to and between the Owners of the individual Units so divided. The area of construction and roofing immediately above and below each Party Wall shall be regarded as a part of the Party Wall.

(a) Cost of Maintenance of Party Walls. The cost of reasonable maintenance and repair of the Party Walls shall be shared equally between the Owners of the Units divided by the Party Wall. In the event one Owner fails to cooperate with the adjacent Owner in the making of any necessary repairs or maintenance to the Party Wall or fails to pay his proportionate share for such repairs or maintenance, the non-defaulting Owner, after written notice to the defaulting Owner of his intent to do so, may request the Association to make the necessary repairs or maintenance and to assess the defaulting Owner for his proportionate share of the cost thereof. The Association shall have the power, in its sole discretion and without any obligation whatsoever, to make repairs for maintenance and assessments therefor. Any assessment so made shall be done in accordance with the provisions of Article VI of this Declaration.

(b) Destruction of Party Wall. In the event one Owner fails to cooperate with the adjacent Owner in the making of any necessary repairs, reconstruction or restoration or to pay its proportionate share of the costs thereof, the non-defaulting Owner, after written notice to the defaulting Owner of his intent to do so, may request the Association to make the necessary repairs and to assess the defaulting Owner for his proportionate share of the



cost thereof. The Association shall have the power, in its sole discretion and without any obligation whatsoever, to make repairs and assessments therefor. Any assessment so made shall be done in accordance with the provisions of Article VI of this Declaration.

(c) Mutual and Reciprocal Easements. The adjacent Owners hereby grant and convey to one another, and their successors and assigns, mutual and reciprocal easements for the use and enjoyment of the Party Wall and for any encroachments created by construction settling and overhangs as originally constructed by Developer. In the event a Party Wall is partially or totally destroyed and then rebuilt, the Owners of the adjacent Units so affected agree that Party Wall or other minor encroachments due to construction settling or otherwise shall be permitted and that valid easements therefor shall exist.

2.3 General Easements. All Lots are subject to perpetual easements: (a) to the Association for maintenance, repair, and reconstruction when conducted at its sole discretion and without obligation of any landscaped areas, roofs, Unit exteriors or other portions of a Lot, as provided in this Declaration; (b) for the drainage of ground and surface waters in the manner established by Developer as part of the Work; and (c) for pedestrian access along the rear sidewalk of each Lot. In addition to the easements shown on the Site Plan, each Lot shall be subject to perpetual drainage easements along each side Lot line except where a Party Wall exists, four (4) feet in width for the installation, maintenance, and use of and/or installation of utilities, drainage ditches, pipes or other drainage facilities.

2.4 Site Plan Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on the Site Plan. The Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on the Site Plan. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Site Plan to be for drainage, utilities, or other purposes. An Owner shall, upon request of the Association or Developer, join in any grant or other disposition of such easements. The Owners of the Lots subject to easements shown on the Site Plan shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. Except for the Developer, the Owner of a Lot subject to any easement shall not construct any improvements on such easement area, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. If an Owner fails to so remove the improvements or landscaping items, upon thirty (30) days notice to Owner, the Association may, at the Owner's sole cost and expense, remove such improvements or landscaping items and the Association may assess such costs and expenses to the Owner as herein provided. If such improvements or landscape items were initially installed by Developer on a Lot as part of the Work, then such improvements or landscape items shall be repaired

and/or replaced by the Owner at his sole cost and expense. If Owner fails to so act, upon thirty (30) days notice to Owner, the Association may repair/replace such improvements or landscape items and assess owner for costs therefor as provided herein. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

**2.5 All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

**2.6 Delegation of Use.** Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot, but to no other. Any delegation is subject to the Association's Regulations.

**2.7 Ownership Rights Limited to Those Enumerated.** No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of and interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration.

### ARTICLE III

#### USE RESTRICTIONS

**3.1 Professional Office Use.** Each Lot shall be used for professional office purposes only. No detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent office building thereon, except for temporary buildings associated with construction by the Developer.

**3.2 Preservation of Easement Rights.** Specific reference is made to the easements shown on the Site Plan and reserved in this Declaration. No fence, wall or other improvements which interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement. Any improvements or landscaping initially installed by the Developer shall be repaired or replaced at the Owner's expense. See also Section 2.4 herein.

**3.3 Parking Restrictions.** The Association may, in its sole discretion, promulgate reasonable rules and regulations assigning specific parking places to each Unit and designating other spaces for the common use of the patients, servants, employees and other invitees of all of the Owners. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or vehicles with advertising thereon shall not be

parked within public view on a regular basis. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair of vehicles, so long as such repair is completed within 24 hours.

**3.4 Alterations, Modifications and Maintenance of Exteriors.** An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same color, style and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

**3.5 Antenna Systems.** No television or radio masts, towers, poles, antennas, aerials, satellite dishes or appurtenances shall be erected, constructed or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general the A.R.C. shall not approve any such items unless the proposed antenna system for the Unit can be completely hidden from view from the street and adjacent Lots.

**3.6 Occupancy and Leasing Restrictions.** Each of the Units shall be occupied only by the Owner or lessee of a Unit, their patients, employees, servants and other invitees. Entire Units may be rented provided the occupancy is only by the lessee and their patients, employees, servants and other invitees. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of a lessee, its patients, employees, servants and other invitees (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the lessee, its patients, employees, servants and other invitees. Special assessments may be levied against the Lot for such amounts. No lease may be for a period of less than six months without the approval of the Association.

**3.7 Animals.** No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property.

**3.8 Storage of Fuel Tanks, Garbage and Trash Receptacles.** All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. No rubbish, trash, garbage or other waste material or accumulations shall be kept, stored or permitted anywhere within the Property, except inside the Unit, or in refuse containers as provided by the Association for the common use of the Owners or lessees, which shall be concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings or other debris shall be permitted on any part of the Property.

**3.9 Sewage Disposal and Water Service.** All water and sewage service to the Property shall be supplied by the City of St. Augustine, its successors or assigns, by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No

septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems shall be discharged into the marshlands or lakes. The City of St. Augustine, or its successors or assigns, has a non-exclusive perpetual easement, in, over and under the areas described on the Site Plan as "Easement for Utilities" or similar wording for the purpose of providing water and sewage service to the Property.

**3.10 Signs and Mailboxes.** No signs or lettering shall be placed on any Unit or located anywhere on the Property without the prior written approval of the A.R.C. In no event shall any signs or lettering be constructed of a flashing design, nor contain exposed neon tubing. Signs located on Unit walls shall be consistent in quality and design with the architecture of the Unit and neighboring Units. Signs or lettering located in lawn areas shall be constructed upon piers or panels of material consistent with the overall architecture and landscaping design and shall not be elevated more than three feet, four inches above the surrounding grade. No portable or movable sign shall be allowed. Signs, logos or trademarks included in corporate graphics programs of Owners shall be submitted to the A.R.C. for approval. The size, design and color of all mailboxes and the supporting structures must be approved by the A.R.C.

**3.11 Window Coverings and Air Conditioners.** Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material (except where installed by Developer) shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

**3.12 Rules and Regulations.** The Association is empowered to issue, and thereafter amend or terminate, reasonable rules and regulations for the use and control of the Property. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Regulations for the use of the Property. The Association may adopt rules and regulations to provide for the assessment of fines and other penalties against an Owner whenever an Owner or its lessee violates the Association's regulations. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same.

**3.13 General Prohibitions and Indemnity.** No activity is permitted, nor shall any object or substance be kept, stored or emitted, within the Property in violation of Law. No noxious, destructive or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant or lessee of such Owner's Lot.

**3.14 Casualty Damage.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a



reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original approved plans and specifications including color scheme, placement on Lot and materials, unless the Owner wishes to modify the Unit, in which case the Owner must comply with the provisions of Article VIII hereof, and other applicable provisions of the Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned, except for Developer who shall be entitled to three votes for each Lot owned by Developer for so long as Developer owns any Lot and offers same for sale in the ordinary course of business. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

4.2 Membership in Master Association. The Association shall be a member in the Master Association, to be formed at such time as the Developer shall determine, which shall be responsible for administration, maintenance and repair of those areas and facilities common to the Association and all other projects and entities comprising Southpark at St. Augustine.

4.3 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B Membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B member is Developer who is entitled to three votes for each Lot owned. The Class B membership will continue for so long as Developer owns any Lot and holds the same for sale in the ordinary course of business and will cease upon the last sale of any Lot so held by Developer.

4.4 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation or partnership, the secretary of

the corporation or the general partner of the partnership shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation or partnership.

4.5 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

4.6 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

## ARTICLE V

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND MASTER ASSOCIATION

#### 5.1 The Common Area.

(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and any and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and tangible personal property installed by Developer as part of the Work and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief and flood and water damage, if the Common Areas are at any time located in a federally designated flood area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors.

## 5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair or restore the exterior of his Lot and Unit, in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, but not obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance or restoration. The cost of such exterior maintenance plus twenty percent (20%) thereof, for operational and administrative fees, shall be assessed to the Owner of the Lot and shall become due and payable in all respects, together with interest and fees and costs of collection (including reasonable attorneys' fees at trial and on appeal). Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Pedestrian Easement. The Association shall maintain and keep in good order and repair the pedestrian easement.

5.3 Maintenance of Stormwater Management System by Master Association. The Master Association shall operate and maintain the stormwater management system that Developer has installed as part of the Work pursuant to the permits issued by the Florida Department of Environmental Regulation and the St. Johns Water Management District, including all retention areas, underdrains, culverts and filtration systems. If the Master Association is dissolved, the property consisting of the stormwater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the stormwater management system shall be subject to easements to such agency of local government to operate and maintain the stormwater management system. If the conveyance is not accepted by the local government agency, then the stormwater management system must be conveyed to a non-profit corporation similar to the Master Association. Any modification of the Common Areas that would adversely affect the stormwater management system must have the prior approval of the St. Johns Water Management District. The costs of maintenance of the stormwater management system shall be borne proportionately by the Association and all other owners' associations which are members of the Master Association.

5.4 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

5.5 Implied Rights. The Association may exercise any right, power or privilege given to it expressly by the Legal Documents and every other right, power or privilege so granted or reasonably necessary, convenient or desirable to effectuate the exercise of any right, power or privilege so granted.

5.6 Access by Association. The Association has a right of entry on to each Lot, but not the Unit located thereon except as otherwise provided herein, to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors and managers.

5.7 Access by Master Association. The Master Association has a right of entry on to any Lot upon which is located or which is adjacent to any lake or wetland area or easement area that is subject to its maintenance obligations to the extent reasonably necessary to exercise any right or to discharge any duty imposed by the instrument creating the Master Association.

## ARTICLE VI

### COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot within the Property, each Owner (excepting the Developer which shall be subject to the assessment provisions of paragraph 6.9), by acceptance of a deed to a Lot, covenants and agrees to pay to the Association:

(a) the Initial Contribution to the Association's capital defined in paragraph 6.2; and

(b) the Annual Maintenance Assessment defined in paragraph 6.3; and

(c) the annual Master Association Assessment defined in paragraph 6.4; and

(d) the Lot Landscape Maintenance Assessment defined in paragraph 6.5; and

(e) the Special Assessments defined in paragraph 6.6; and

(f) the Assessments for property taxes defined in paragraph 6.7; and

(g) the Specific Assessments defined in paragraph 6.8; and

(h) All excise, sales or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.



Except for Lot Landscape Maintenance Assessments which shall be governed by the provisions of paragraph 6.5 and charges against Lots owned by the Developer which shall be governed by the provisions of paragraph 6.9, assessment charges shall be borne equally by each of Lots within the Property - i.e. each Lot shall pay one-seventeenth (1/17) of the total of each assessment.

6.2 Initial Contribution to Capital. At the Closing of the conveyance of a Lot to an Owner from the Developer but not for subsequent sales of that Lot, the Owner shall pay a one-time contribution towards the working capital of the Association in the amount of \$250.00 for startup and other costs incurred in connection with the creation of the Association.

6.3 Annual Maintenance Assessments.

(a) General. The Association shall establish and charge an annual maintenance assessment, the purpose of which shall be to promote the safety, welfare and beneficial enjoyment of the Owners and occupants within the Property, for the operation, management, maintenance, repair, renewal and replacement of the Common Areas (including maintenance of adequate reserves), for the payment of monthly landscaping irrigation water service charges, for the payment of taxes and insurance, for the payment of street lighting, garbage collection, cable t.v. service for the Property and other services for the general benefit of the Property and for the performance of the Association's duties under the Legal Documents. The annual maintenance assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Commencing on January 1, 1988 and each year thereafter, the Board of Directors shall set the amount of the annual maintenance assessment for the following year, which amount shall be calculated according to a formula to be determined by the Board of Directors. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action to establish a new annual maintenance assessment, the annual maintenance assessment then in effect will continue until the Board acts.

(ii) Developer has agreed to enter into a fixed fee contract with the Association for the provision of management, maintenance and other services for the Property for an initial term of six (6) months, which contract shall be terminable at Developer's or Association's option at any time after said initial term upon thirty (30) days' written notice.

(iii) For the calendar year 1988, the maximum annual maintenance assessment shall be \$1,800.00 per Lot. The Board of Directors may fix the actual annual assessment at an amount less than, but not in excess of, such \$1,800.00 per Lot maximum. For years after 1988, the maximum annual maintenance assessment shall not exceed the previous year's maximum annual

maintenance assessment by more than ten (10%) percent, i.e., the maximum annual maintenance assessment for 1989 shall be \$1,980.00 per Lot and \$2,178.00 for 1990. The limits upon the annual maintenance assessment contained in this paragraph 6.3(b)(iii) shall endure and apply only for so long as the number of votes of the Class B members exceeds the number of votes of the Class A members. After such point, there shall be no maximum annual maintenance assessment and annual maintenance assessments shall be as established by the Board.

(iv) Surpluses or shortages in a particular year's annual maintenance assessment shall be carried forward into the following year's annual maintenance assessment which shall be adjusted upwards or downwards accordingly.

(v) Annual maintenance assessment shall be paid, in advance, in quarterly installments.

(c) Proration of First Annual Maintenance Assessment. The first annual maintenance assessment against any Lot shall be prorated according to the number of days remaining in the year from the date of the closing on the conveyance of the Lot from Developer to Owner.

6.4 Master Association Assessment. The Association is a member of a Master Association and will be assessed its appropriate share of expenses relating to the operation, management, maintenance, repair, renewal and replacement of roadway systems, lighting systems, landscaping and utility systems serving the Southpark at St. Augustine project as a whole. The Association shall timely pay the assessments of the Master Association and, at the Board's discretion, such assessments may be included in the annual maintenance assessment or charged separately to the Owners. The Association shall timely pay the Master Association Assessment regardless of when and if the Association is paid its share of the Master Association Assessment by each Owner.

6.5 Lot Landscaping Maintenance Assessment. Notwithstanding that the landscaping and grassed areas of Lots are owned in fee simple by Owners and are assessed to Owners for ad valorem tax purposes, all maintenance and lawn care of such areas shall be the sole responsibility of the Association, its servants or employees, so as to maintain a harmonious and aesthetically pleasing appearance throughout the Property. Each Owner shall be separately assessed for his proportionate cost of maintaining the landscaped areas on his Lot in accordance with the size and needs of the landscaping on his Lot as compared to the size and needs of the other Lots, as determined by the Board of Directors within its sole discretion. Such separate Lot Landscape Maintenance Assessment shall be in addition to annual maintenance assessments. The cost of maintenance of the landscaped and grassed areas which are part of the Common Area shall be included in the annual maintenance assessment.

6.6 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part, any expense that is not expected to be incurred and was not included in the annual maintenance assessment, including the expense of performing for any delinquent Owner the obligations of such Owner as provided herein, or the cost of any purchase of additional real property for the use and benefit of Owners,

or construction, reconstruction, renewal, repair, or replacement of a capital improvement within the Common Areas; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

**6.7 Property Taxes.** The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for the cost thereof. At the Board's discretion, such assessment may be payable in a lump sum or may be assessed as a part of the annual maintenance assessment.

**6.8 Specific Assessments.** Any indebtedness of an Owner to the Association may be assessed by the Association against the Owner and his Lot. Upon failure of the Owner to pay such indebtedness, such assessment shall constitute a lien upon the Lot of the Owner and an item to be assessed as a special assessment under paragraph 6.6.

**6.9 Assessments of Developer-Owned Lots.** From the date of the recording of this Declaration until the date of the closing of the Lot which results in the number of votes held by the Class A members exceeding the number of votes held by the Class B members, each Lot owned by an Owner other than Developer shall be assessed one-seventeenth (1/17) of the total assessment imposed hereunder (excepting the Lot Landscaping Maintenance Assessment which will be assessed in accordance with paragraph 6.5) subject to the maximum limits upon annual maintenance assessments established in paragraph 6.3, and the Developer shall be obligated to fund the deficits, if any, between the aggregate amount assessed to the Owners of Lots other than the Developer and the total expenses, including reserves, of the Association during the applicable period. Subject to the maximum on annual maintenance assessments as set forth in paragraph 6.3, this provision shall not be construed as a guarantee or representation as to the level of the assessments imposed under this Declaration. At the Closing of the Lot which results in the number of votes of the Class A members exceeding the number of votes of the Class B members, there shall be held an accounting and the Developer will pay the deficit in Association expenses up to the day of closing, if any, and thereafter the Lots owned by the Developer and the Lots owned by Owners other than the Developer shall be assessed in the same manner - i.e., one-seventeenth (1/17) of the total assessment per Lot subject to the different assessment procedure established for the Lot Landscaping Maintenance Assessment as specified in paragraph 6.5.

**6.10 Certificate of Payment.** The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates.

**6.11 Due Dates for Assessments.** The assessment for the initial contribution of capital as contemplated in paragraph 6.2 is due at the closing of the Lot sale from the Developer to the Owner. The annual maintenance assessment is payable quarterly, in advance, as specified in paragraph 6.3. All other assessments contemplated in this Declaration are due within ten (10) days of the mailing of an invoice therefor from the Association to the Owner. In addition to any other rights or remedies of the Association, the Association may also charge a \$25.00 late fee per assessment for any assessment not paid by the due date.



6.12 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' and paralegal fees, whether in settlement, at trial or on appeal) shall become a lien on such Lot in favor of the Association upon the recording of a Claim of Lien signed by an officer of the Association. The Association may record a Claim of Lien against any Lot when any assessment is more than 30 days delinquent. Each such assessment, together with the interest, costs and expenses specified above, also is the personal obligation of the Owner of such Lot when the assessment became due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

6.13 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from that date, at eighteen (18%) percent per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' and paralegal fees, whether in settlement, at trial or on appeal, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an Owner.

6.14 Subordination of Lien. The lien for assessments provided in this Article is subordinate to the lien of any First Mortgage recorded prior to the recording of the Association's Claim of Lien. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to assessments that became due before such sale or transfer, unless such assessment was secured by a Claim of Lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association, collectable from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given.



ARTICLE VIIOBLIGATIONS OF OWNERS

**7.1 Maintenance.** Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the Unit located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of any privacy fences within the Lot, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, rear sidewalks, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Landscaping and maintenance of all lawns and other landscaped areas of the Common Area as well as all Lots shall be performed by the Association in accordance with Paragraph 5.2. hereof. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice by the Association to such Owner specifying the items of maintenance or repair. Owners shall use only materials approved by the A.R.C. when performing exterior repair and maintenance. Failure to properly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided on Paragraph 5.2. hereof, and to levy assessments to recover the cost thereof.

**7.2 Casualty Damage.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements, specifically including only the use of materials and colors that have been approved by the A.R.C.

**7.3 Public Liability Insurance.** Each owner shall maintain public liability insurance for his Lot, including the pedestrian access area, in amounts and with coverage as determined by the Association. Each owner agrees to indemnify and hold the Association harmless for any claims or damages made against it or incurred by it as a result of any injuries sustained by servants, employees, invitees, or guests of Owners or tenants occurring on a Lot or any portion thereof. The policy shall list the Association as an additional insured or shall provide for waiver of subrogation by the Owner's insurer against the Association.

ARTICLE VIIIARCHITECTURAL CONTROL

**8.1 Architectural Review Committee.** The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural

Review Committee, (the "A.R.C.") composed of three or more persons who need not be owners. At least one member of the A.R.C. may be a contractor, architect or landscape architect (the "Professional Advisor") or, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of (a) the sale by Developer of all the Lots in the Property, or (b) ten (10) years from the date this Declaration is recorded. Thereafter, the Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

**8.2 A.R.C. Authority.** Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a professional office community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a professional office community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the A.R.C.'s rules and regulations shall be enforced by the Board of Directors in the name of the Association.

**8.3 A.R.C. Approval.** Except for all construction relating to the Work and items installed by Developer as part of the work, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations. The following subparagraphs are included herein not as a statement of A.R.C. policy, but to serve as examples of the general guidelines that will be employed by the A.R.C. in its consideration of applications by Owners for construction, alteration, or improvements of Lots.

(a) Initial Construction. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit agreed upon by Developer and owner. All construction of units and any and all other improvements on the Lots shall be performed and supervised by Developer or its subcontractors, agents or employees.

(b) Size and Minimum Square Footage Limitations. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Units shall have a minimum square footage of one thousand five hundred and sixty (1560) square feet of interior office area, exclusive of porches and patios.

(c) Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, arbors, gazebos, or structures or any type whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent may be erected on a Lot, except for temporary buildings associated with construction by the Developer.

(d) Landscaping. In connection with the construction of improvements on any Lot, complete landscaping plans must be agreed upon by Developer and Owner together with the plans and specifications for construction of the Unit as described in Paragraph 3.1. All landscaping plans must include an automatic underground sprinkler system. No living trees measuring six (6) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C. Any Person removing trees in violation of this covenant shall pay to the Developer or its successors and assigns a stipulated liquidated damage sum of \$20.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$2,000 for any Lot. No hedges or hedge like grouping of plants exceeding two (2) feet in height shall be permitted without the written approval of the A.R.C. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot.

(e) Fences. No hedges, fences, walls or similar structures may be erected on a Lot, unless and until the location, quality, style, color and design have been first approved in writing by the A.R.C. In general, fences, walls and hedges will not be permitted to define property lines. The A.R.C. shall grant approval for fences, walls and hedges only when necessary to provide privacy from highly travelled streets, parking lots, driveways and other areas and shall not grant approval for any fence on a Lakefront Lot without a showing of special hardship. No fence, wall or hedge may exceed five (5) feet in height. No chain link, barbed wire or other forms of wire fences are permitted. All fences must be painted or stained, must conform to those installed by the Developer, and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(f) Setback Lines. To assure that location of Units will be staggered where practical and appropriate, so that the maximum aesthetic value will be available to each Unit, the A.R.C. shall have the right to control absolutely and to solely decide the precise site and location of any Unit

upon all Lots, subject to compliance with zoning regulations. Without a showing of special hardship, the A.R.C. shall not approve set-backs less than ten (10) feet from side street lot lines, twelve (12) feet from rear lot lines, and four (4) for side lot lines except where Party Walls are located. Developer reserves the right to establish specific setback lines applicable to any unsold Lots in the Property.

**8.4 Applications.** All applications to the A.R.C. must be accompanied by detailed and complete plans and specifications and fees as may be required by the A.R.C. If the A.R.C. does not approve or disapprove any application within 30 days after receipt, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the legal Documents. In all other events, the A.R.C.'s approval must be in writing.

**8.5 Inspection.** The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the owner to correct the non-compliant items.

**8.6 Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

## ARTICLE IX

### GENERAL PROVISIONS

#### 10.1 Enforcement.

(a) **Rights of Developer and Association.** Developer reserves the right for the Developer or the Association, following ten (10) days written notice to the owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Lot owner as Developer or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer or the



Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association or Developer may levy a fine or penalty for infractions or violations of this Declaration.

(b) Legal Proceedings. The Developer, the Association, or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Developer is the prevailing party in any litigation involving the legal Documents or any of the Association's Regulations, or if any owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees and fees on appeal from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise provided by law. If the Association is the prevailing party against any Owner such costs and expenses, including reasonable attorneys' fees, including fees on appeal, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or group of Owners is a prevailing party against any other Owner or group of Owners, such owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees and fees on appeal, in the sole discretion of the Board of Directors.

(c) No Waiver. Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association of any Owner or any other Person.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date of this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven (65%) percent of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

### 10.3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right for so long as Developer is a member of the Association without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, or other legal requirements; or (ii) to amend this Declaration or the

other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Site Plan.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than a majority of Class A members and the Developer (for so long as the Developer is a member of the Association). No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public records, notwithstanding the informal execution by the requisite percentage of Owners.

10.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven (67%) percent of the First Mortgages within the property: (a) amendment of this Declaration, except as expressly provided in subparagraph [a] of the last preceding paragraph; (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; and (c) the merger, consolidation, or dissolution of the Association.

10.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any easement area or the Common Area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the easement area or the Common Areas without the consent or joinder of any Person irrespective of who owns the easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

10.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association, and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of

the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

10.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer is writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

10.8 Severability. Invalidity of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

10.9 Notices. Any notice required to be sent to any Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

Signed, sealed and  
delivered in the  
presence of:

ALMAND CONSTRUCTION COMPANY, INC.

Louise Pool  
Dorothy A. Hill

By: [Signature]  
Its [Signature]

(SEAL)

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me  
this 24<sup>th</sup> day of March, 1988, by Armando F. Almand II,  
the President of Almand Construction Company, Inc., a  
Florida corporation, on behalf of the corporation.

Notary Public, State of Florida  
At Large

My Commission Expires: 2-17-90

3068w

COPY



MAP SHOWING THE SITE PLAN

A PORTION OF THE PREVIOUSLY SUBMITTED MAP, SECTION 2, COVERING 7 SOUTH, BARRIS RD, EAST, ST. JOHN, ALABAMA, IS HEREBY REVOKED AND THIS MAP IS HEREBY OFFERED AS THE SITE PLAN FOR THE PROPOSED A SET OF DOCUMENTS TOTALING 22 SHEETS, MAPS TO CONVEYANTS AND RESTRICTIONS RECORDED SEPARATELY BUT INDIVISIBLY.

FOR: ALMAND CONSTRUCTION, INC.

NOTE: ALL UTILITY EASEMENTS ARE NON-EXCLUSIVE  
REVISED MARCH 20, 2008  
REVISED MARCH 24, 2008

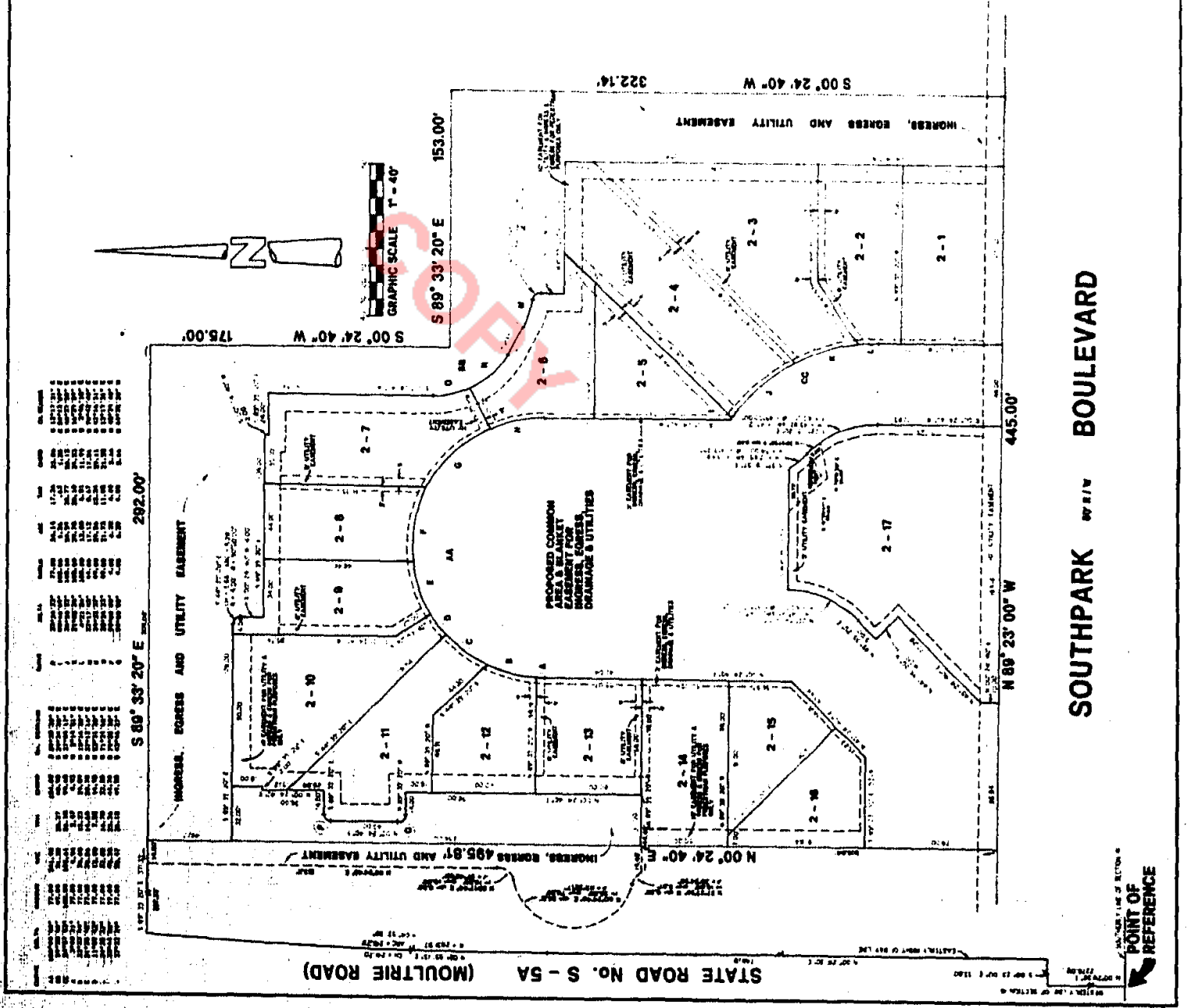
bassett & bassett, inc

*Charles R. Bassett*

MARCH 23 2008

ALMAND

SHEET 1 OF 21 SHEETS



**INGRESS, EGRESS AND UTILITY EASEMENT**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH 00°28'30" EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH 89°23'00" EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH 00°28'30" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 02° 55' 15" EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89° 33' 20" EAST A DISTANCE OF 357.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 33' 20" EAST, A DISTANCE OF 306.00 FEET; THENCE SOUTH 00° 24' 40" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 89° 33' 20" EAST, A DISTANCE OF 153.00 FEET; THENCE SOUTH 00° 24' 40" WEST, A DISTANCE OF 322.14 FEET; THENCE NORTH 89° 23' 00" WEST, A DISTANCE OF 42.00 FEET; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 256.02 FEET; THENCE NORTH 89° 33' 20" WEST, A DISTANCE OF 78.00 FEET; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 13.44 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 40° 44' 38" WEST AND A CHORD DISTANCE OF 6.58 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 44.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 70° 42' 12" WEST AND A CHORD DISTANCE OF 17.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59° 33' 20" WEST, A DISTANCE OF 18.59 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 49.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 29° 34' 20" WEST AND A CHORD DISTANCE OF 48.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 97.39 FEET; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 108.00 FEET; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 44° 35' 20" WEST AND A CHORD DISTANCE OF 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89° 35' 21" WEST, A DISTANCE OF 96.00 FEET; THENCE SOUTH 00° 24' 40" WEST A DISTANCE OF 18.00 FEET; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 00° 24' 40" WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 45° 24' 40" AND A CHORD DISTANCE OF 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00° 24' 40" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 44° 35' 20" EAST AND A CHORD DISTANCE OF 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89° 35' 20" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 00° 24' 40" WEST, A DISTANCE OF 136.00 FEET; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 44.48 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 37° 23' 59" WEST, 6.83 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 00° 24' 40" EAST, 59.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 29° 17' 45" EAST, 9.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00° 24' 40" EAST, A DISTANCE OF 213.11 FEET TO THE POINT OF BEGINNING. CONTAINING 1.20 ACRES MORE OR LESS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 9-3765; DATED: MARCH 24, 1988

SHEET 2 OF 2/ SHEETS

PREPARED BY:

**bassett & bassett, inc**SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
215 CENTURY 21 DRIVE • JACKSONVILLE, FLORIDA 32216 • PHONE (904) 724-9433

**PORTION OF INGRESS, EGRESS AND UTILITY EASEMENT LYING  
OUTSIDE OF SOUTHPARK MEDICAL COMPLEX PROPERTY**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 357.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}33'20''$  EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  EAST, A DISTANCE OF 286.17 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST, A DISTANCE OF 14.48 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $37^{\circ}23'59''$  WEST, 6.83 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $00^{\circ}24'40''$  EAST, 59.21 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $29^{\circ}17'45''$  EAST, 9.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $00^{\circ}24'40''$  EAST, A DISTANCE OF 213.11 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES MORE OR LESS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3785; DATED: MARCH 24, 1988

SHEET 3 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG 0173**

**COMMON AREA AND BLANKET EASEMENT FOR INGRESS, EGRESS,  
DRAINAGE AND UTILITIES**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST, A DISTANCE OF 417.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}23'00''$  EAST, A DISTANCE OF 53.14 FEET; THENCE NORTH  $45^{\circ}24'40''$  EAST, A DISTANCE OF 63.44 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST, A DISTANCE OF 142.04 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 77.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH  $89^{\circ}35'20''$  EAST AND A CHORD DISTANCE OF 154.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST, A DISTANCE OF 104.34 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH  $24^{\circ}04'17''$  EAST AND A CHORD DISTANCE OF 99.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH  $89^{\circ}23'00''$  WEST, A DISTANCE OF 48.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST, A DISTANCE OF 72.83 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH  $22^{\circ}05'20''$  WEST AND A CHORD DISTANCE OF 45.92 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 54.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH  $37^{\circ}19'38''$  WEST AND A CHORD DISTANCE OF 13.65 TO A POINT ON SAID CURVE; THENCE NORTH  $89^{\circ}35'20''$  WEST, A DISTANCE OF 72.07 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH  $22^{\circ}54'40''$  WEST AND A CHORD DISTANCE OF 45.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $45^{\circ}24'40''$  WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH  $44^{\circ}35'20''$  EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH  $45^{\circ}24'40''$  WEST, A DISTANCE OF 70.29 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH  $89^{\circ}23'00''$  WEST, A DISTANCE OF 86.84 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.15 ACRES MORE OR LESS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 4 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-1**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2378.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 298.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 105.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 60.38 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 105.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3785; DATED: MARCH 24, 1988

SHEET 5 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG**

**0175**

**LOT 2-2**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 403.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 60.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 50.00 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 70.00 FEET; THENCE SOUTH  $55^{\circ}21'21''$  WEST A DISTANCE OF 43.57 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $02^{\circ}46'18''$  EAST, 11.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 13.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 105.60 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHWESTERLY AND NORTHERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 6 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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LOT 2-3

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 403.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 110.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 129.96 FEET; THENCE SOUTH  $45^{\circ}24'40''$  WEST A DISTANCE OF 165.70 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $16^{\circ}29'59''$  EAST 39.53 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $55^{\circ}21'21''$  WEST A DISTANCE OF 43.57 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHWESTERLY 4 FEET AND THE SOUTHEASTERLY AND SOUTHERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 7 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG 0177**

**LOT 2-4**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 403.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 240.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 15.68 FEET; THENCE NORTH  $89^{\circ}33'20''$  WEST A DISTANCE OF 55.00 FEET; THENCE SOUTH  $45^{\circ}24'40''$  WEST A DISTANCE OF 134.31 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $40^{\circ}27'53''$  EAST, 50.13 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $45^{\circ}24'40''$  EAST A DISTANCE OF 165.70 FEET TO THE POINT OF BEGINNING. CONTAINING 0.18 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE NORTHERLY 10 FEET AND THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHWESTERLY 5 FEET AND THE SOUTHEASTERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHWESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 8 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
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**SOUTHPARK**  
**"MEDICAL COMPLEX"**

**O.R. 778 PG**

**0178**

**LOT 2-5**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 403.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 256.02 FEET; THENCE NORTH  $89^{\circ}33'20''$  WEST A DISTANCE OF 55.00 FEET; THENCE SOUTH  $45^{\circ}24'40''$  WEST A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $45^{\circ}24'40''$  WEST A DISTANCE OF 110.41 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $54^{\circ}13'09''$  WEST, 1.26 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 77.34 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 79.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES MORE OR LESS.

SUBJECT TO A UTILITY EASEMENT OVER THE SOUTHEASTERLY 5 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 2 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

SURVEYORS • ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
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**SOUTHPARK**  
**"MEDICAL COMPLEX"**

**O.R. 778 PG**

**0179**

**LOT 2-6**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH  $89^{\circ}23'00''$  EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 403.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 256.02 FEET; THENCE NORTH  $89^{\circ}33'20''$  WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $89^{\circ}33'20''$  WEST A DISTANCE OF 23.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 13.44 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $40^{\circ}42'38''$  WEST, 6.58 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 44.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $70^{\circ}42'40''$  WEST, 17.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $59^{\circ}33'20''$  WEST A DISTANCE OF 18.59 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 49.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $42^{\circ}16'31''$  WEST, 29.11 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $65^{\circ}00'17''$  WEST A DISTANCE OF 26.78 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $12^{\circ}17'31''$  EAST, 33.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 27.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 79.10 FEET; THENCE NORTH  $45^{\circ}24'40''$  EAST A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE NORTHEASTERLY AND NORTHERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHWESTERLY 5 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 10 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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LOT 2-7

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 48.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 128.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}35'20''$  EAST, 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 14.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 97.39 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 49.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $12^{\circ}17'31''$  EAST, 21.55 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $65^{\circ}00'17''$  WEST A DISTANCE OF 26.78 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $43^{\circ}46'27''$  WEST, 49.58 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 96.35 FEET TO THE POINT OF BEGINNING. CONTAINING 0.15 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE NORTHERLY 10 FEET AND THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE WESTERLY 5 FEET AND THE SOUTHEASTERLY 5 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHWESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET // OF 2/ SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-8**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH 00°28'30" EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH 89°23'00" EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH 00°28'30" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 02°55'15" EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89°33'20" EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 48.17 FEET; THENCE SOUTH 89°35'20" EAST A DISTANCE OF 128.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 44°35'20" EAST, 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°35'20" EAST A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'20" EAST A DISTANCE OF 44.00 FEET; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 96.53 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 77.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 79°25'38" WEST, 44.70 FEET TO A POINT ON SAID CURVE; THENCE NORTH 00°24'40" EAST A DISTANCE OF 88.46 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE NORTHERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE EASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 12 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-9**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 48.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 6.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}35'20''$  EAST, 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 14.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 34.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 88.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $71^{\circ}24'08''$  WEST 32.80 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $30^{\circ}53'42''$  WEST A DISTANCE OF 25.00 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 95.78 FEET TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE NORTHERLY 10 FEET OF THE EASTERLY 34 FEET AND THE NORTHERLY 28 FEET OF THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES OVER THE WESTERLY AND SOUTHWESTERLY 6 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

RECEIVED: 3-29-88

88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 13 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG 0183**

**LOT 2-10**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 48.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 90.00 FEET; THENCE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 95.78 FEET; THENCE SOUTH  $30^{\circ}53'42''$  EAST A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE-OF SOUTH  $53^{\circ}31'28''$  WEST, 14.98 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $44^{\circ}35'20''$  WEST A DISTANCE OF 131.54 FEET; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 15.12 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 2.00 FEET; THENCE NORTH  $00^{\circ}24'20''$  EAST A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET AND THE NORTHERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHEASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 14 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-11**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 48.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 32.00 FEET; THENCE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 18.00 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}24'20''$  WEST A DISTANCE OF 20.88 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 14.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $45^{\circ}24'40''$  WEST, 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 40.00 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $44^{\circ}35'20''$  EAST, 5.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 16.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 44.71 FEET; THENCE SOUTH  $44^{\circ}35'20''$  EAST A DISTANCE OF 44.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 77.00 FEET; THENCE NORTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $37^{\circ}12'16''$  EAST, 28.70 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $44^{\circ}35'20''$  WEST A DISTANCE OF 131.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHEASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 15 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-12**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH 00°28'30" EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH 89°23'00" EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH 00°28'30" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 02°55'15" EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89°33'20" EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 286.17 FEET; THENCE SOUTH 89°35'20" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 00°24'40" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°24'40" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 89°35'20" EAST A DISTANCE OF 44.71 FEET; THENCE SOUTH 44°35'20" EAST A DISTANCE OF 44.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC XXXOF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 15°16'28" WEST, 29.89 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°35'20" WEST A DISTANCE OF 68.16 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE SOUTHERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE EASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 16 OF 21 SHEETS

PREPARED BY:

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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG**

**0186**

**LOT 2-13**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 286.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $00^{\circ}24'40''$  EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 68.16 FEET SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  $02^{\circ}14'51''$  WEST, 4.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 55.07 FEET; THENCE NORTH  $89^{\circ}53'20''$  WEST A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHERLY 4 FEET AND THE SOUTHERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE EASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3785; DATED: MARCH 24, 1988

SHEET 17 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-14**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 286.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 98.00 FEET; THENCE NORTH  $00^{\circ}24'20''$  EAST A DISTANCE OF 50.00 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITY EASEMENT OVER THE NORTHERLY 4 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE EASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3785; DATED: MARCH 24, 1988

SHEET 18 OF 21 SHEETS

PREPARED BY:

**bassett & bassett, inc**

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**LOT 2-15**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 336.17 FEET; THENCE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $89^{\circ}35'20''$  EAST A DISTANCE OF 91.00 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 36.97 FEET; THENCE SOUTH  $45^{\circ}24'40''$  WEST A DISTANCE OF 38.21 FEET; THENCE NORTH  $44^{\circ}35'20''$  WEST A DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE EASTERLY AND SOUTHEASTERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 19 OF 21 SHEETS

PREPARED BY:

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**LOT 2-16**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH  $00^{\circ}28'30''$  EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH  $02^{\circ}55'15''$  EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $89^{\circ}33'20''$  EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 336.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}24'40''$  WEST A DISTANCE OF 81.64 FEET; THENCE SOUTH  $89^{\circ}23'00''$  EAST A DISTANCE OF 53.14 FEET; THENCE NORTH  $45^{\circ}24'40''$  EAST A DISTANCE OF 25.23 FEET; THENCE NORTH  $89^{\circ}35'20''$  WEST A DISTANCE OF 7.00 FEET; THENCE NORTH  $44^{\circ}35'20''$  WEST A DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR UTILITY PURPOSES AND INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES ONLY OVER THE WESTERLY 10 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, DRAINAGE AND UTILITIES OVER THE SOUTHEASTERLY AND SOUTHERLY 3 FEET OF THE ABOVE DESCRIBED LANDS.

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3785; DATED: MARCH 24, 1988

SHEET 20 OF 21 SHEETS

PREPARED BY:

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**SOUTHPARK  
"MEDICAL COMPLEX"**

**O.R. 778 PG**

**0190**

**LOT 2-17**

A PORTION OF THE PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 41; THENCE NORTH 00°28'30" EAST ALONG THE WESTERLY LINE OF SAID SECTION 41, A DISTANCE OF 2376.00 FEET; THENCE SOUTH 89°23'00" EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. S-5A (MOULTRIE ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY); THENCE NORTH 00°28'30" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 748.18 FEET TO A POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2831.93 FEET; THENCE NORTHERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 02°55'15" EAST, 241.70 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89°33'20" EAST A DISTANCE OF 371.33 FEET; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 495.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHPARK BOULEVARD (AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 89°23'00" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 86.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°23'00" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 163.16 FEET; THENCE NORTH 00°24'20" EAST A DISTANCE OF 72.83 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 22°05'20" WEST, 45.92 FEET TO REFERENCE POINT "A", ALSO BEING A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF NORTH 37°19'37" WEST, 13.65 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89°35'20" WEST A DISTANCE OF 72.07 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 22°54'40" WEST, 45.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°35'20" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 44°35'20" EAST A DISTANCE OF 18.00 FEET; THENCE SOUTH 45°24'40" WEST A DISTANCE OF 70.29 FEET; THENCE SOUTH 00°24'40" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.35 ACRES MORE OR LESS.

SUBJECT TO A UTILITIES EASEMENT OVER THE WESTERLY, NORTHERLY AND EASTERLY 5 FEET OF THE ABOVE DESCRIBED LANDS.

SUBJECT TO A UTILITIES EASEMENT BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT REFERENCE POINT "A" AS DESCRIBED IN ABOVE DESCRIPTION; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING OF NORTH 37° 19' 37" WEST AND A CHORD DISTANCE OF 13.65 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89° 35' 20" WEST, A DISTANCE OF 25.73 FEET; THENCE SOUTH 41° 38' 47" EAST, A DISTANCE OF 30.04 FEET; THENCE NORTH 78° 51' 38" EAST, A DISTANCE OF 20.65 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 39° 57' 52" WEST AND A CHORD DISTANCE OF 9.68 FEET TO THE POINT OF BEGINNING.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1988 APR -4 PM 1:16

*Carl "Basil" Munkel*  
CLERK OF CIRCUIT COURT

REVISED: 3-29-88

W.O. 3-88-20, FILE NO. 8-3765; DATED: MARCH 24, 1988

SHEET 2 / OF 2 / SHEETS

PREPARED BY:

**bassett & bassett, inc**

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