

Prepared by and return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Ste. 4  
Fleming Island, FL 32003

Return recorded original to: -  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street / Highway 100 West  
Palatka, FL 32177

**FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR GOVERNOR'S POINTE**

THIS FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GOVERNOR'S POINTE ("First Amendment") is made this 24 day of Jan, 2012 by Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company, whose mailing address is 7666 Blanding Blvd., Jacksonville, FL 32244 ("Developer").

RECITALS

A. Developer is the owner of property (the "Property") described as Governor's Pointe, recorded in Plat Book 54, Pages 57 and 58 of the Public Records of Clay County, Florida, and

B. TrueMark Properties II, LLP, ("TrueMark"), has purchased property to the immediate south of the Property, (hereinafter referred to as the "Phase II"), and

C. Developer and TrueMark desire to have Phase II held, sold and conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Governor's Pointe Yacht Club, LLC, as recorded in Official Records Book 3281, page 122-145 of the Public Records of Clay County, Florida, (the "Covenants"), and

D. Developer and TrueMark also desire to include in the Covenants by this First Amendment, information for the Governor's Pointe Marina.

DECLARATION

NOW, THEREFORE, Developer and TrueMark declare that the Property and the Annex shall be subject to the Covenants and this First Amendment.

MARINA

ARTICLE I

Section 1. – Construction Use and Maintenance. The Developer intends to construct a Marina located within the Property to include up to 48 Boat Slips and associated mooring facilities for a Hybrid residential/non-residential Yacht Club. Only 22 of these 48 boat slips will be used for the lot owners of Governor’s Pointe Yacht Club. Upon acquisition of all necessary permits and completion of construction of the Marina Facilities Area, the Developer will own and maintain the Marina Facilities Area. The Marina Facilities Area shall be defined as Tracts C, Tracts E and Tracts G together with the Bulkhead, Docks, Ladders, Gateways and Floating Walkways all located on Governors Pointe Dock all shown on Exhibit A attached herein.

- a. Developer is responsible for the building and short term and long term maintenance of the Marina Facilities Area. The building responsibility shall be for building of the dock, dock area, bulkhead area, access from the uplands improvements and the parking area. Short term maintenance shall consist of all day to day maintenance including cleaning, housekeeping, rule enforcement and any other tasks associated with the day by day maintenance and upkeep. Long term maintenance shall consist of dock replacement and replacement of all safety items, complying with all rules promulgated by the St. Johns River Water Management District and other political bodies having jurisdiction over the marina and marina dock area.

Section 2. – Marina Slip Assignment. The Developer, in its sole discretion, reserves the right to assign any and all Marina Slips to any Permitted Slip Owner. Permitted Slip Owners shall have access to all common roadways of the Property and the Marina Facilities Area. Permitted Slip Owners shall be participating lot owners of the Property and Phase II and all non-resident members provided Developer has assigned marina slips to them. There shall be parking provided to all non-resident Permitted Slip Owners and the access they have over the common roadways shall be non-exclusive and limited to travel to and from the parking areas which are part of the Marina Facilities Area. Social guests of Permitted Slip Owners shall also have access as above. All assignments of Marina Slips shall be made in writing, but shall not be recorded in the Clay County Public Records (“Marina Slip Assignment”). The Developer shall maintain a record (“Assignment Book”) to memorialize the current assignment of each Marina Slip. A copy of the proposed Marina Slip Assignment is attached hereto as Exhibit B. A Permitted Owner who has acquired a Marina Slip from the Developer shall not have the right to transfer or assign any of its Marina Slips to any other Permitted Owner without the written consent of Developer.

Section 3. – Marina Property. The Marina Slips are not part of the Common Area. The right or privilege to use the Marina shall be subject to the terms, conditions and rules enacted from time to time by the Developer, subject to any fees and charges imposed from time to time by Developer, and subject to availability. The Permitted Slip Owner shall have the right to enter any part of the Marina or to use the Marina Slip provided the Permitted Slip Owner follows the rules and regulations governing such uses as promulgated by the Developer.

Section 4. – Hybrid Marina. The Marina shall be of a Hybrid residential/non-residential Yacht Club concept in that the Permitted Owner may be a lot owner of the Property or Phase II or reside elsewhere.

## ARTICLE II

Section 1. The Covenants and this First Amendment are hereby spread onto Real Property described on Exhibit A (“Phase II”). The Phase II property shall be held, sold and conveyed subject to these Covenants.

Section 2. The Covenants in Article V, Section 6 state: “The Association shall not maintain the Dock Area, rather the Marina Dock area shall be maintained by the Governors Pointe Yacht Club, LLC.” and shall be amended to state in lieu of the above sentence the following: “The Association shall not maintain the Marina Facilities Area, rather the Marina Facilities Area shall be maintained by the Governors Pointe Yacht Club, LLC.”

Signature Page to Follow

Signature Page of Developer

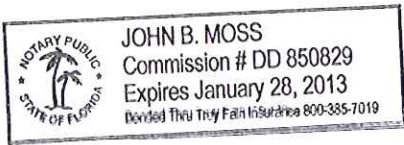
Sign: CD Tindell  
Print: CD TINDELL

Sign: [Signature]  
Print: John B. Moss

Governor's Pointe Yacht Club, LLC  
By: [Signature]  
William M. Lampke, Managing Manager

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012, by William M. Lampke, managing manager of Governor's Pointe Yacht Club, LLC. He is personally known to me and did not take an oath.



[Signature]  
Notary Public - State of Florida  
My Commission Expires: 1.28.2013

Signature Page of TrueMark

Sign: CD Tindell  
Print: CD TINDELL

TrueMark Properties II, LLP  
By: [Signature]  
James True, Partner

Sign: [Signature]  
Print: John B. Moss

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012, by James True, Partner of TrueMark Properties II, LLP. He is personally known to me and did not take an oath.



[Signature]  
Notary Public - State of Florida  
My Commission Expires:

Consent of Owner of Lot 9

Consent of Roger T. Day, Owner of Lot 9, Governor's Pointe, as recorded in Plat Book 54, page 57 and 58 of the Public Records of Clay County, Florida.

The Undersigned Owner, Roger T. Day, joined by his wife, Janet Day, hereby consents the terms and conditions as set forth in this First Amendment.

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Roger T. Day

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Janet Day

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Roger T. Day and Janet Day, he is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:

Exhibit A  
"Phase II"

A PARCEL OF LAND CONSISTING OF LOT 11 AND LOT 12, BLOCK 48, NORTH SUBURBS OF GREEN COVE SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 1, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNOR STREET (CLOSED ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699 OF SAID PUBLIC RECORDS); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORER OF SAID LOT 11; THENCE ON THE NORTHEASTERLY LINE OF ST JOHNS AVENUE (A 60 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) NORTH 59 DEGREES 10 MINUTES 58 SECONDS WEST, 138.50 FEET TO THE CENTERLINE OF SAID GOVERNOR STREET, SAID CENTERLINE ALSO BEING THE SOUTHEASTERLY LINE OF GOVERNOR'S POINTE, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 54, PAGES 57 AND 58 OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 30 DEGREES 25 MINUTES 00 SECONDS EAST, 426 FEET, MORE OR LESS, TO THE WATERS OF ST JOHNS RIVER; THENCE SOUTHEASTERLY ALONG SAID WATERS, 213 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT 11; THENCE ON LAST SAID LINE SOUTH 30 DEGREES 25 MINUTES 00 SECONDS WEST, 503 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT COVERING THE NORTHWESTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY, AS RESERVED TO THE CITY OF GREEN COVE SPRINGS, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699, OF SAID PUBLIC RECORDS.

CONSENT AND JOINDER BY MORTGAGEE TO FIRST AMENDMENT

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, the holder of a certain mortgage encumbering the lands described by in that certain Mortgage by and between Governor's Pointe Yacht Club, LLC to Freeman Brooks and Emily K. Brooks, as trustees, or their successors in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, securing the amount of \$1,150,000.00, dated March 30, 2010 and recorded in Official Records Book 3194, page 1457 in the public records of Clay County, Florida. The undersigned hereby consents to the recording of the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements for Governor's Pointe dated June 6, 2010 and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however that no term, covenant, condition or restriction contained in the First Amendment shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated March 30, 2010 entered into between Mortgagor or Mortgagee (collectively, the "Loan Agreement"), and, in the event of any discrepancy between the First Amendment and either the Mortgage or any of the Loan Documents, then the terms, covenants and conditions of the Mortgage and such Loan Documents shall control.

IN WITNESS WHEREOF, this Consent has been executed and delivered this 25  
day of Jan, 2012.

Signature Page to Follow



Signature Page for Mortgagee

Witnesses to Mortgagee:

Sign: Cheryl D. Tindell  
Print: Cheryl D. Tindell

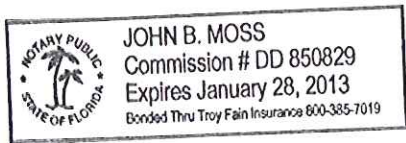
Freeman Brooks  
Freeman Brooks, Trustee

Sign: [Signature]  
Print: John B. Moss

Emily K. Brooks  
Emily K. Brooks, Trustee

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Freeman Brooks and Emily K. Brooks, as Trustees under the Brooks Living Trust, dated February 1, 2010, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

Sign: CDTindell  
Print: CD TINDELL

[Signature]  
Jeff Dyson

Sign: [Signature]  
Print: John B. Moss

[Signature]  
Donna Dyson

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Jeff Dyson and Donna Dyson, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

CONSENT BY MORTGAGEE TO FIRST AMENDMENT TO DECLARATION

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; the holder of a certain mortgage encumbering the lands more fully described in that certain Mortgage by and between Roger Day to Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; securing the amount of \$92,500.00, dated June 1, 2010 and recorded in Official Records Book 3212, page 425 in the public records of Clay County, Florida, as modified by that certain Mortgage and Note Modification, Future Advance and Consolidation Agreement dated October 6, 2010, securing the total amount of \$242,500.00. The undersigned hereby consents to the recording of the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements for Governor's Pointe dated June 6, 2010 and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however, that no term, covenant, condition or restriction contained in the First Amendment shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated February 1, 2010 as modified and entered into between Mortgagor or Mortgagee (collectively, the "Loan Documents"), and, in the event of any discrepancy between the First Amendment and either the Mortgage or any of the Loan Agreements, then the terms, covenants and conditions of the Mortgage and such Loan Agreement shall control.

IN WITNESS WHEREOF, this consent has been executed and delivered this 25  
day of Jan, 2012.

Signature Pages to Follow

Signature Page for Mortgagee

Witnesses to Mortgagee

Sign: CD Tindell  
Print: CD TINDELL

Freeman Brooks  
Freeman Brooks, Trustee

Sign: [Signature]  
Print: JB MOSS

Emily K. Brooks  
Emily K. Brooks, Trustee

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Freeman Brooks and Emily K. Brooks, [] who are personally known to me or [] who produced personally known as identification.



[Signature]  
Notary Public, State of FLA  
My Commission Expires: 1.28.2013

Exhibit B

**MARINA SLIP ASSIGNMENT**

THIS MARINA SLIP ASSIGNMENT is made this \_\_\_ day of \_\_\_\_\_, 2011, by and between GOVERNOR'S POINTE YACHT CLUB, LLC, a Florida limited liability company ("Grantor"), and \_\_\_\_\_, ("Grantee").

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, the owner of that certain real and personal property more particularly described as follows:

See Exhibit "A" attached hereto.

hereby grants and gives to Grantee the following:

A. The right, privilege, and license over, under and across Slip #\_\_\_\_, more particularly described on Exhibit "A" which is attached hereto and by this reference made a part hereof, and the improvements contained therein (the "Slip"), for the purpose of docking pleasure boats and related recreational activities.

B. The non-exclusive, perpetual right, privilege, and license, for the purpose of ingress and egress to and from the Slip as necessary for the use and enjoyment of the Slip, over and across the Dock Users Walkway (Tract C, E and G), the 2.0-foot Bulkhead, the Dock, the Ladders, the Gangways, the Floating Walkways, the improvements located within all of those areas, LESS AND EXCEPT those portions of the Dock which are numbered Slips other than the Slip.

C. Grantee acknowledges covenants and agrees, by the acceptance of this Marina Slip Assignment and Use Rights, as follows:

1. Grantee's rights hereunder shall not be transferred, conveyed or assigned without the written consent of Grantor.

2. The length and width of the vessel or vessels, including swim and dive platforms at the stern and pulpits at the bow, and all other accessories and equipment, placed within the Slip shall not exceed the dimensions of the Slip.

3. Grantee shall, at Grantee's cost and expense, obtain and maintain in full force and effect comprehensive liability in connection with the use and operation of the vessel or vessels which utilize the Slip. Such comprehensive liability insurance shall be at least in the amount of \$1,000,000.00 per occurrence. Grantee shall provide copies of the certificates of

insurance, to Grantor prior to Grantee's placing the vessel or vessels withing the Slip and thereafter upon renewal of such insurance. Grantee shall indemnify and hold Grantor harmless of, from, and against any and all liability arising out of or in connection with the use and operation of a vessel or vessels by Grantee, its invitees, heirs, personal representatives, successors and assigns.

4. In the event of any dispute, claim or lawsuit arising out of this agreement, the undersigned parties agree that the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

5. This Marina Slip Assignment shall be for a term beginning \_\_\_\_\_ and ending \_\_\_\_\_ unless terminated by another provision hereunder.

Signature Pages to Follow

IN WITNESS WHEREOF, Grantor and Grantee have executed this Marina Slip Assignment as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, sealed and delivered  
in the presence of:

“Grantor”  
Governor’s Pointe Yacht Club, LLC,  
a Florida limited liability company

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

By: \_\_\_\_\_  
William M. Lampke, Managing Member

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by William M. Lampke, Managing Member of Governor’s Pointe Yacht Club, LLC, (\_\_\_\_) who is personally known to me or (\_\_\_\_) who produced \_\_\_\_\_ as identification.

(Seal)

Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

“Grantee”

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

\_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, (\_\_\_\_) who is personally known to me or  
(\_\_\_\_) who produced \_\_\_\_\_ as identification.

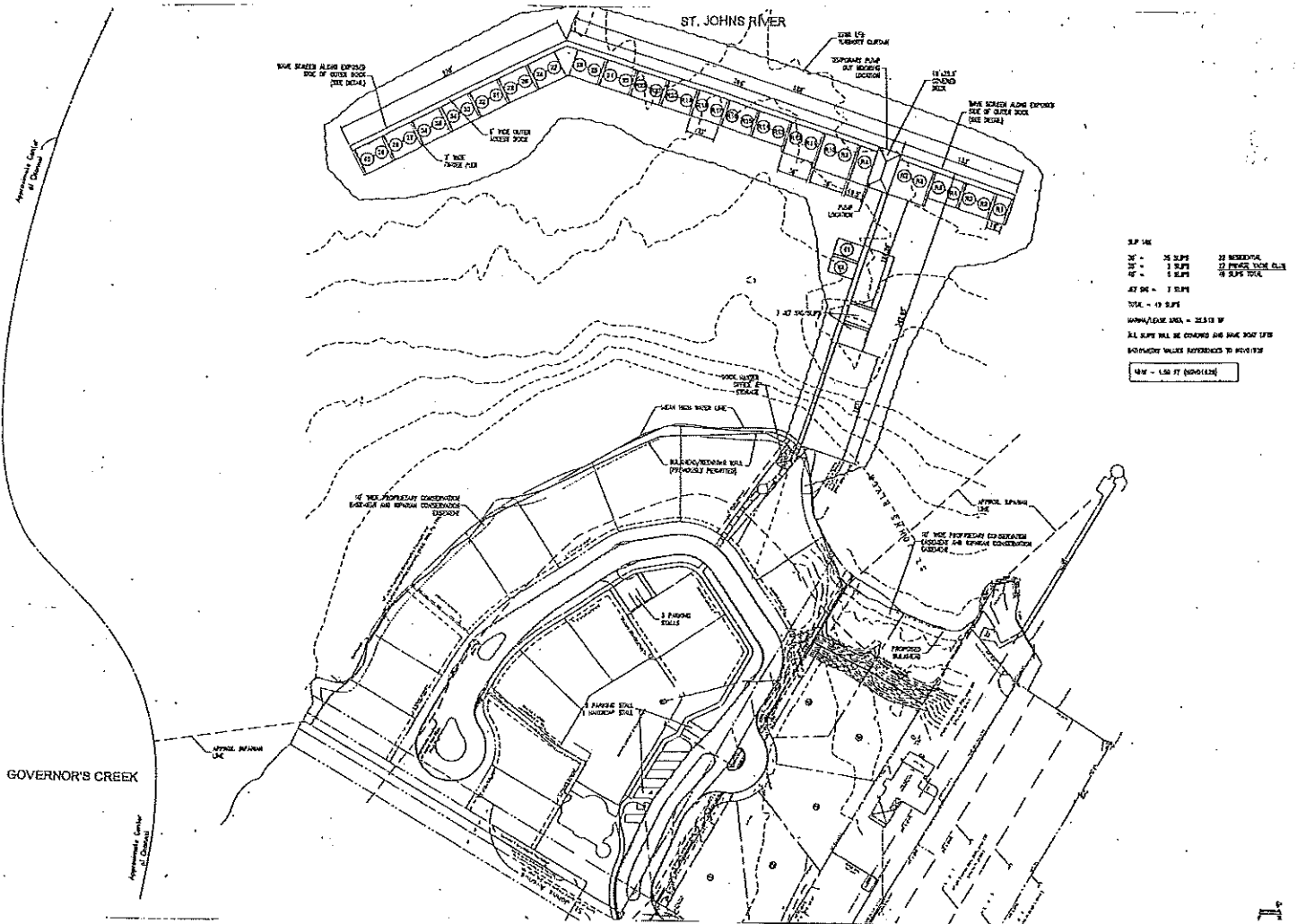
(Seal)

Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

Tract C, E and G, as shown on Plat of Governor's Pointe as recorded in Plat Book \_\_\_\_\_, page \_\_\_\_ of the public records of Clay County, Florida.

The Bulkhead, Dock, Ladders, Gangways and Floating Walkways all located on the "Governor's Pointe Dock" as shown on sketch as follows:





Prepared by and Return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive  
Fleming Island, FL 32003

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street / Highway 100 West  
Palatka, FL 32177

**PROPRIETARY CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is given this 24 day of Jan 2012, by TRUEMARK PROPERTIES II, LLP., A Florida Limited Liability Partnership, having an address at 766 Blanding Boulevard, Jacksonville, FL 32244 (Grantor) to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (BOARD OF TRUSTEES), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term BOARD OF TRUSTEES shall include any successor or assignee of the BOARD OF TRUSTEES.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Clay County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor consents to construction of a 22 slip private residential multi-family dock as part of a hybrid facility on sovereignty submerged lands adjacent to the Property as authorized by BOARD OF TRUSTEES' Sovereignty Submerged Land Lease #100343862 in accordance with Chapter 253, Florida Statutes; The Grantor has conveyed the necessary Riparian rights to allow the construction of such a dock that will be adjacent to the property owned by the Grantor.

WHEREAS, the BOARD OF TRUSTEES' sovereignty submerged lands authorization for construction and/or operation of the Project requires a conservation easement in accordance with rule 18-21.004(4)(b) and (g), F.A.C.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the BOARD OF TRUSTEES upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to limit the Grantor's use of riparian rights to construct and operate any docks, piers or other structures on the Property in excess of the maximum slip and preempted area limits as authorized by the BOARD OF TRUSTEES Sovereignty Submerged Land Lease #100343862 between the BOARD OF TRUSTEES as lessor and Governor's Pointe Yacht Club, LLC as the lessee and any future modifications.
2. Rights of the BOARD OF TRUSTEES. To carry out this purpose, the following rights are conveyed to the BOARD OF TRUSTEES by this easement:
  - a. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement;
  - b. The right to access, enter upon, and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and
  - c. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.
3. Prohibited Uses. This conservation easement prohibits the construction and operation of any docks, piers, or other structures that would originate from or cross the easement and extend onto state-owned submerged land in excess of the maximum slip and preempted area limits as authorized by the BOARD OF TRUSTEES Sovereignty Submerged Land Lease #100343862 between the BOARD OF TRUSTEES as lessor and Governor's Pointe Yacht Club, LLC, as the lessee and any future modifications. Nothing herein shall preclude modification within the lease area if the modification does not change the use, does not increase the preempted area, and is otherwise consistent with the conditions of the lease. Any activity on or use of the Property inconsistent with the purpose of this conservation easement also is expressly prohibited.
4. Riparian Rights. This conservation easement shall not affect the Grantor's rights to reasonable ingress and egress from the property by means other than as restricted by this conservation easement.
5. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, nor inconsistent with the intent and purposes of this conservation easement.
6. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.
7. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, the BOARD OF TRUSTEES and its successors or assigns shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

8. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the BOARD OF TRUSTEES with satisfactory evidence of payment upon request

9. Liability. Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold the BOARD OF TRUSTEES liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless the BOARD OF TRUSTEES for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

10. Hazardous Waste. Grantor covenants and represents that to the best of Grantor's knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the BOARD OF TRUSTEES for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials following coordination and written approval of the BOARD OF TRUSTEES.

11. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the BOARD OF TRUSTEES, and any forbearance on behalf of the BOARD OF TRUSTEES to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of BOARD OF TRUSTEES' rights.

12. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. If the BOARD OF TRUSTEES prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of removing any authorized structures from the Property. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 253, Florida Statute.

13. Assignment of Rights. BOARD OF TRUSTEES will hold this conservation easement exclusively for conservation purposes. BOARD OF TRUSTEES will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

14. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Clay County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

15. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

16. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

17. Subsequent Deeds. Grantor shall reference the conservation easement by Official Records book and page in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the BOARD OF TRUSTEES of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

18. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

19. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Clay County.

20. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

TO HAVE AND TO HOLD unto the BOARD OF TRUSTEES forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said BOARD OF TRUSTEES that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

CD Tindell  
Print Name: CD TINDELL

John B. Moss  
Print Name: John B. Moss

TRUEMARK PROPERTIES II, LLP.  
a Florida Limited Liability Partnership

By: James W. True  
James True, Partner

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012 by James True, Partner of TrueMark Properties, LLP., who is personally known to me or who produced as identification.



John B. Moss  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

# EXHIBIT A

SHEET 2 OF 5 SHEETS

## LEGAL DESCRIPTION OF PROPRIETARY EASEMENT

A Proprietary Easement covering a parcel of land consisting of a portion of Lot 11 and Lot 12, Block 48, North Suburbs of Green Cove Springs, according to the plat thereof, recorded in Plat Book 2, page 1, of the public records of Clay County, Florida, Together with a portion of Governor Street, (closed and vacated, as per Ordinance of Commission of the City of Green Cove Springs, Florida, recorded in Official Records Book 287, Page 699, of said public records), said parcel being more particularly described as follows:

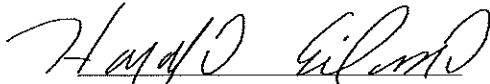
Commence at the most southerly corner of said Lot 11; thence on the northeasterly line of St. Johns Avenue (a 60 foot wide right-of-way as now established) North 59 degrees 10 minutes 58 seconds West, 138.50 feet to the centerline of said Governor Street, said centerline also being the southeasterly line of Governor's Pointe, according to the plat thereof, as recorded in Plat Book 54, pages 57 and 58 of said public records; thence on said centerline, North 30 degrees 25 minutes 00 seconds East, 416 feet, more or less, to the Mean High Water Line of St. Johns River and the Point of Beginning; thence easterly, along said Mean High Water Line, 208 feet, more or less, to the southeasterly line of said Lot 11; thence on last said line, South 30 degrees 25 minutes 00 seconds West, 72.2 feet to a point that lies 10 feet, as measured perpendicularly, from said Mean High Water line; thence westerly, parallel with, and 10 feet from said Mean High Water Line, as measured perpendicularly, 144 feet, more or less, to said centerline of Governor Street; thence on said centerline, North 30 degrees 25 minutes 00 seconds East, 10 feet, more or less, to the point of beginning.

Certified to: The Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

Date of Field Survey: April 3, 2011

The Riparian Rights Line shown hereon is this  
Surveyor's interpretation of riparian rights  
along the St. Johns River and Governors  
Creek, and is an approximate location only.

Not valid without the signature and  
the original raised seal of a Florida  
licensed surveyor and mapper.



HAROLD T. EILAND  
License No. LS 2518

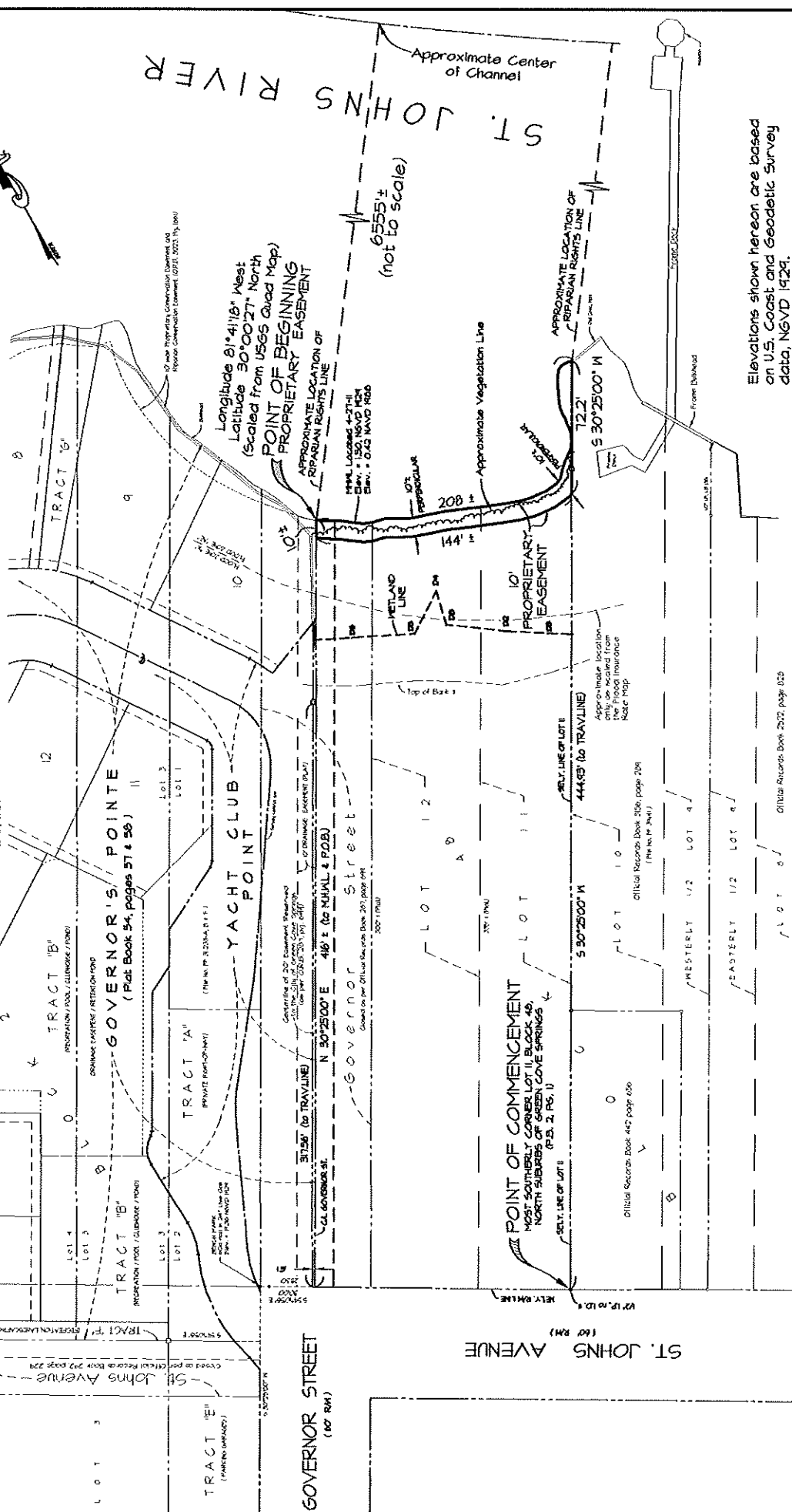
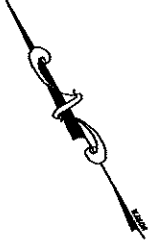
EILAND & ASSOCIATES, INC.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 BLANDING BOULEVARD  
ORANGE PARK, FLORIDA 32065

**SPECIFIC PURPOSE SURVEY OF**

A Proprietary Easement covering a parcel of land consisting of a portion of Lot 11 and Lot 12, Block 46, North Sloughs of Green Cove Springs, according to the plat thereof recorded in Plat Book 2, page 1 of the public records of Clay County, Florida, together with a portion of Governor Street (closed and vacated, as per Ordinance of the Commission of the City of Green Cove Springs, Florida, recorded in Official Records Book 287, Page 699, of said public records).

DATE OF FIELD SURVEY: APRIL 9, 2011  
 CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SCALE: 1" = 80'



Elevations shown hereon are based on U.S. Coast and Geodetic Survey data, NAVD 1929.

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

*Harold T. Ellard*  
 Harold T. Ellard  
 License No. LS 2516

Ellard & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1581  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-272-1000

**GENERAL NOTES**

- Bearings shown hereon are based on the record bearing of S 30° 25' 00" W for the northwesterly right-of-way line of Governor Street, according to Plat Book 34, pages 57 and 58 of the public records of Clay County, Florida.
- This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
- Underground utilities serving or crossing this property have not been located or shown.
- Easements shown hereon are for drainage purposes unless noted otherwise.
- This includes utility easements only; no underground improvements or footings were located.

**LEGEND**

- Found 4" x 4" Conc. P.R.M. (LB 1581)
- Found 4" x 4" Conc. P.R.M. (as noted)
- Found 12" Iron Pipe (LB 1581)
- Found 12" Iron Pipe (as noted)
- France
- Powerline/Pole and Anchor
- Telephone Line
- Cable T/V Line
- Concrete Air-Conditioner Pad
- Transformer Pad

**FLOOD ZONE NOTES**  
 According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 120065 0001 D, Dated April 6, 2000, the property shown herein is situated in ZONES "X" & "AE".

Official Records Book 202, page 629  
 Official Records Book 206, page 294  
 Official Records Book 442, page 636  
 Official Records Book 287, page 699

Prepared by and return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Ste. 4  
Fleming Island, FL 32003

Return recorded original to:  
ATTN: Lou Domangelo  
St. Johns River Water Management District  
Jacksonville Service Center  
7775 Baymeadows Way Suite 102  
Jacksonville, FL 32256

### RIPARIAN EASEMENT

THIS RIPARIAN EASEMENT is given this 24 day of Jan, 2017, by TRUEMARK PROPERTIES II, LLP, a Florida Limited Liability Partnership ("Grantor") whose address is 7666 Blanding Boulevard, Jacksonville, Florida 32244 to GOVERNOR'S POINTE YACHT CLUB, LLC ("Grantee") whose address is 7666 Blanding Boulevard, Jacksonville, Florida 32244.

#### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Clay County, Florida, as more particularly described on attached Exhibit "A" ("Property"), and as the owner of the Property possesses certain riparian and littoral rights to sovereignty submerged lands, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund (the "Board"), lying adjacent to the Property and waterward of the mean high water line of the St. Johns River; and

WHEREAS, the Grantee desires to construct a docking facility ("Dock") over submerged lands adjacent to the Property; and have responsibility for maintaining said dock; and

WHEREAS, the Grantee must provide the Florida Department of Environmental Protection with satisfactory evidence of sufficient upland interest that clearly demonstrates that the Grantee has control and interest in the riparian uplands adjacent to the Property and riparian rights in order to receive regulatory and proprietary approval for said Dock; and

WHEREAS, Grantor wishes to grant upon Grantee, and Grantee wishes to obtain from Grantor, certain easement rights over and across the Property that clearly demonstrate that the Grantee has control and interest in the riparian uplands adjacent to the project area and the riparian rights necessary to construct, maintain and utilize said Dock.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, declare and convey unto Grantee a perpetual, non-exclusive easement for ingress and egress over and across the Property for construction, use, maintenance and access to the Dock and riparian rights as provided below:



1. Riparian and Littoral Rights. The foregoing grant of easement will include the right in favor of Grantee to the non-exclusive exercise, use and enjoyment of Grantor's riparian and littoral rights associated with the Property.
2. Purpose. The easement will be and exist for the purpose of providing access to the Property in favor of the Grantee for construction, use, maintenance of, and access to, the Dock, together with the right of ingress and egress over and across the Property.
3. Covenants Running with the Land. The easement granted herein shall run with the land and be binding upon the Grantor, its heirs, successors, and assigns, and remain in full force and effect forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CD Tindell  
Print Name: CD TINDELL

TRUEMARK PROPERTIES II, LLP,  
a Florida Limited Liability Partnership  
By: James True  
James True, Partner

John B. Moss  
Print Name: JOHN B. MOSS

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2011 by James True, Partner of TRUEMARK PROPERTIES II, LLP, a Florida Limited Liability Partnership, who is personally known to me or who produced personally know as identification.



John B. Moss  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

CONSENT OF GOVERNOR'S POINTE YACHT CLUB, LLC

The undersigned, Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company (Club), accepts the foregoing easement and agree to undertake all obligations and assume all rights of the Club pursuant to said easement.

Signed, sealed and delivered  
in the presence of:

CD Tindell  
Print Name: CD TINDY

Governor's Pointe Yacht Club, LLC,  
a Florida Limited Liability Company  
By: [Signature]  
Mark Lampke, Managing Member

[Signature]  
Print Name: John B. Moss

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 26 day of Jan, 2014  
by Mark Lampke, managing member of Governor's Pointe Yacht Club, LLC, who is personally  
known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

## LEGAL DESCRIPTION OF RIPARIAN EASEMENT

A Riparian Easement covering a parcel of land consisting of a portion of Lot 11 and Lot 12, Block 48, North Suburbs of Green Cove Springs, according to the plat thereof, recorded in Plat Book 2, page 1, of the public records of Clay County, Florida, Together with a portion of Governor Street, (closed and vacated, as per Ordinance of Commission of the City of Green Cove Springs, Florida, recorded in Official Records Book 287, Page 699, of said public records), said parcel being more particularly described as follows:

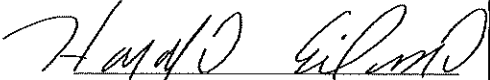
Commence at the most southerly corner of said Lot 11; thence on the northeasterly line of St. Johns Avenue (a 60 foot wide right-of-way as now established) North 59 degrees 10 minutes 58 seconds West, 138.50 feet to the centerline of said Governor Street, said centerline also being the southeasterly line of Governor's Pointe, according to the plat thereof as recorded in Plat Book 54, pages 57 and 58 of said public records; thence on said centerline, North 30 degrees 25 minutes 00 seconds East, 416 feet, more or less, to the Mean High Water Line of St. Johns River and the Point of Beginning; thence easterly, along said Mean High Water Line, 208 feet, more or less, to the southeasterly line of said Lot 11; thence on last said line, South 30 degrees 25 minutes 00 seconds West, 12.2 feet to a point that lies 10 feet, as measured perpendicularly, from said Mean High Water line; thence westerly, parallel with, and 10 feet from said Mean High Water Line, as measured perpendicularly, 144 feet, more or less, to said centerline of Governor Street; thence on said centerline, North 30 degrees 25 minutes 00 seconds East, 10 feet, more or less, to the Point of Beginning.

Certified to: The Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

Date of Field Survey: April 3, 2011

The Riparian Rights Line shown hereon is this  
Surveyor's interpretation of riparian rights  
along the St. Johns River and Governors  
Creek, and is an approximate location only.

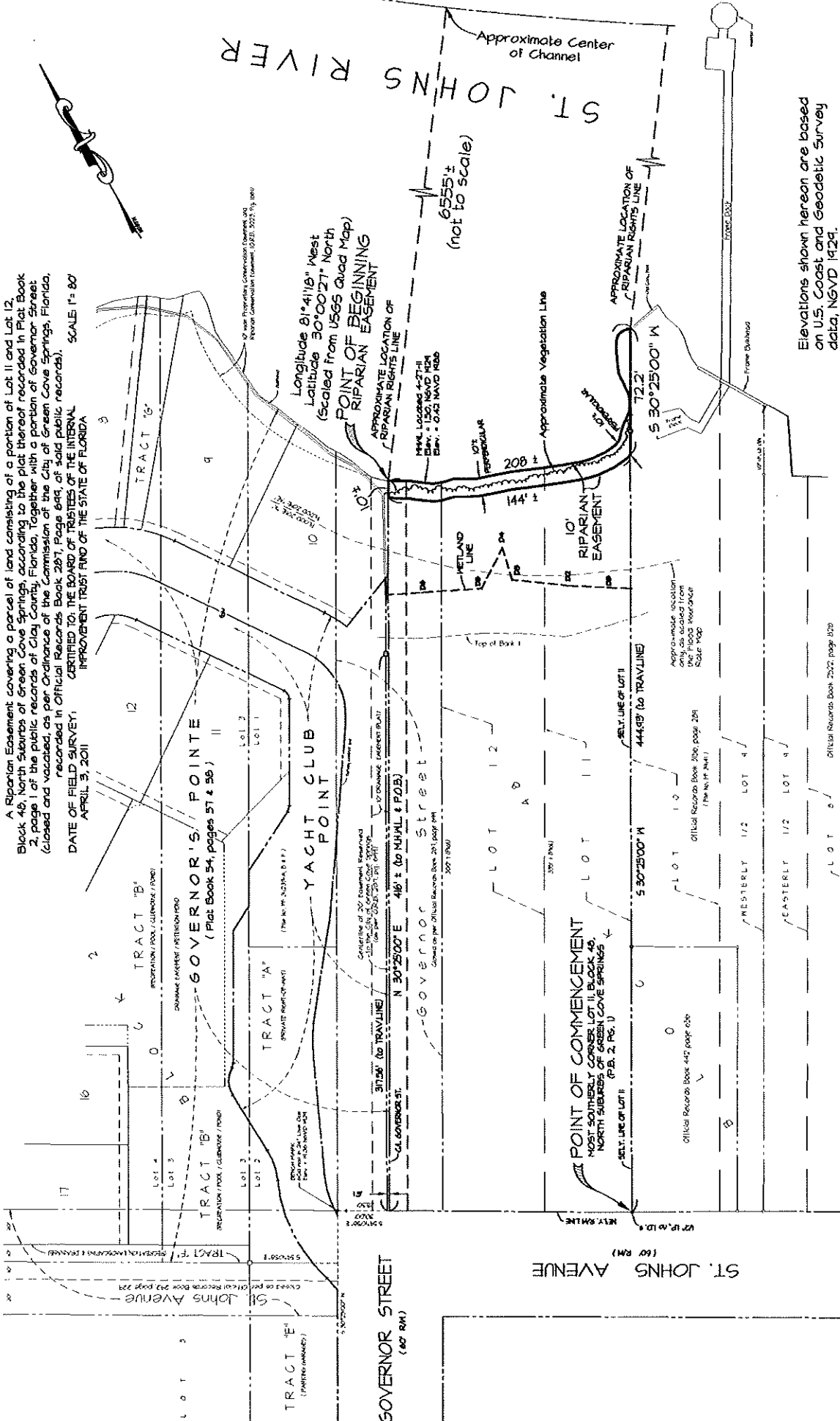
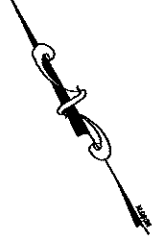
Not valid without the signature and  
the original raised seal of a Florida  
licensed surveyor and mapper.

  
HAROLD T. EILAND  
License No. LS 2518  
EILAND & ASSOCIATES, INC.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 BLANDING BOULEVARD  
ORANGE PARK, FLORIDA 32065

**SPECIFIC PURPOSE SURVEY OF**

A Riparian Easement covering a parcel of land consisting of a portion of Lot 11 and Lot 12, Block 46, North Subdiv of Green Cove Springs, according to the plat thereof recorded in Plat Book 2, page 1 of the public records of Clay County, Florida, together with a portion of Governor Street, (closed and vacated as per Ordinance of the Commission of the City of Green Cove Springs, Florida, recorded in Official Records Book 287, Page 699 of said public records), SCALE 1" = 80'

DATE OF FIELD SURVEY: APRIL 3, 2011  
 CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA



Elevations shown hereon are based on U.S. Coast and Geodetic Survey data, NGVD 1929.

NOT valid without the signature and the original related seal of a Florida Licensed Surveyor and Mapper.

*Harold T. Eiland*  
 Harold T. Eiland  
 License No. LS 2216

Blood & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1561  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-272-1000

**GENERAL NOTES**

- Bearings shown hereon are based on the record bearing of S 30°25'00" W for the northwesterly right-of-way line of Governor Street, according to Plat Book 34, pages 57 and 58 of the public records of Clay County, Florida.
- This survey was conducted on documents provided to the surveyor by the landowners, and no restrictions, title overlaps, or other matters of records, or matters unrecorded by this surveyor, property have not been located or shown.
- Easements shown hereon are for drainage and utilities unless noted otherwise.
- This survey depicts visible improvements only; no underground improvements or footings were located.

**LEGEND**

- Found 4" x 4" Conc. P.R.M. (LB 1561)
- Found Iron Pipe (as noted)
- 1/2" Iron Pipe (LB 1561)
- Powerline/Pole and Anchor
- Cable TV Line
- Concrete Alc. Transformer Pad

**FLOOD ZONE NOTE**  
 According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 120065 0001 D, Dated April 6, 2000, the property shown herein is situated in ZONES "X" & "AE".

Prepared by and return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Ste. 4  
Fleming Island, FL 32003

Return recorded original to:  
ATTN: Lou Donnangelo  
St. Johns River Water Management District  
Jacksonville Service Center  
7775 Baymeadows Way Suite 102  
Jacksonville, FL 32256

### RIPARIAN EASEMENT

THIS RIPARIAN EASEMENT is given this 24 day of Jan, 2012, by GOVERNOR'S POINTE YACHT CLUB, LLC ("Grantor") whose address is 7666 Blanding Boulevard, Jacksonville, Florida 32244 to GOVERNOR'S POINTE YACHT CLUB, LLC ("Grantee") whose address is 7666 Blanding Boulevard, Jacksonville, Florida 32244.

### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Clay County, Florida, as more particularly described on attached Exhibit "A" ("Property"), and as the owner of the Property possesses certain riparian and littoral rights to sovereignty submerged lands, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund (the "Board"), lying adjacent to the Property and waterward of the mean high water line of the St. Johns River; and

WHEREAS, the Grantee desires to construct a docking facility ("Dock") over submerged lands adjacent to the Property; and have responsibility for maintaining said dock; and

WHEREAS, the Grantee must provide the Florida Department of Environmental Protection with satisfactory evidence of sufficient upland interest that clearly demonstrates that the Grantee has control and interest in the riparian uplands adjacent to the Property and riparian rights in order to receive regulatory and proprietary approval for said Dock; and

WHEREAS, Grantor wishes to grant upon Grantee, and Grantee wishes to obtain from Grantor, certain easement rights over and across the Property that clearly demonstrate that the Grantee has control and interest in the riparian uplands adjacent to the project area and the riparian rights necessary to construct, maintain and utilize said Dock.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, declare and convey unto Grantee a perpetual, non-exclusive easement for ingress and egress over and across the Property for construction, use, maintenance and access to the Dock and riparian rights as provided below:

1. Riparian and Littoral Rights. The foregoing grant of easement will include the right in favor of Grantee to the non-exclusive exercise, use and enjoyment of Grantor's riparian and littoral rights associated with the Property.
2. Purpose. The easement will be and exist for the purpose of providing access to the Property in favor of the Grantee for construction, use, maintenance of, and access to, the Dock, together with the right of ingress and egress over and across the Property.
3. Covenants Running with the Land. The easement granted herein shall run with the land and be binding upon the Grantor, its heirs, successors, and assigns, and remain in full force and effect forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

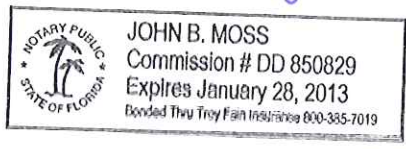
CDTindell  
Print Name: CDTINDELL

Governor's Pointe Yacht Club, LLC,  
a Florida Limited Liability Company  
By: [Signature]  
Mark Lampke, Managing Member

[Signature]  
Print Name: John B. Moss

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012  
by Mark Lampke, managing member of Governor's Pointe Yacht Club, LLC, who is personally  
known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: \_\_\_\_\_


CONSENT OF GOVERNOR'S POINTE YACHT CLUB, LLC

The undersigned, Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company (Club), accepts the foregoing easement and agree to undertake all obligations and assume all rights of the Club pursuant to said easement.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Print Name: John B. Moss


  
\_\_\_\_\_  
Print Name: CD TINDELL

Governor's Pointe Yacht Club, LLC,  
a Florida Limited Liability Company  
By:   
\_\_\_\_\_  
Mark Lampke, Managing Member

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012  
by Mark Lampke, managing member of Governor's Pointe Yacht Club, LLC, who is personally  
known to me or who produced personally known as identification.



  
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CONSENT AND JOINDER BY MORTGAGEE TO RIPARIAN EASEMENT

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, the holder of a certain mortgage encumbering the lands described by in that certain Mortgage by and between Governor's Pointe Yacht Club, LLC to Freeman Brooks and Emily K. Brooks, as trustees, or their successors in Trust, under the Brooks Living Trust, dated February 1, 2010; and Jeff Dyson and Donna Dyson, his wife, securing the amount of \$1,150,000.00, dated March 30, 2010 and recorded in Official Records Book 3194, page 1457 in the public records of Clay County, Florida. The undersigned hereby consents to the recording of the Riparian Easement and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however that no term, covenant, condition or restriction contained in the Riparian Easement shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated March 30, 2010 entered into between Mortgagor or Mortgagee (collectively, the "Loan Agreement"), and, in the event of any discrepancy between the Riparian Easement and either the Mortgage or any of the Loan Documents, then the terms, covenants and conditions of the Mortgage and such Loan Documents shall control.

IN WITNESS WHEREOF, this Consent has been executed and delivered this 25  
day of Jan, 2012.

Signature Page to Follow



Signature Page for Mortgagee

Witnesses to Mortgagee:

Sign: [Signature]  
Print: J.B. Moss

[Signature]  
Freeman Brooks, Trustee

Sign: [Signature]  
Print: CD TINDALL

[Signature]  
Emily K. Brooks, Trustee

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of January, 2012 by Freeman Brooks and Emily K. Brooks, as Trustees under the Brooks Living Trust, dated February 1, 2010, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
My Commission Expires: 1.28.2013

Sign: [Signature]  
Print: CD TINDALL

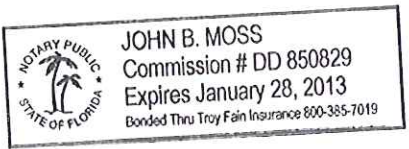
[Signature]  
Jeff Dyson

Sign: [Signature]  
Print: John B. Moss

[Signature]  
Donna Dyson

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Jeff Dyson and Donna Dyson, who is personally known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
My Commission Expires: 1.28.2013

# EXHIBIT A

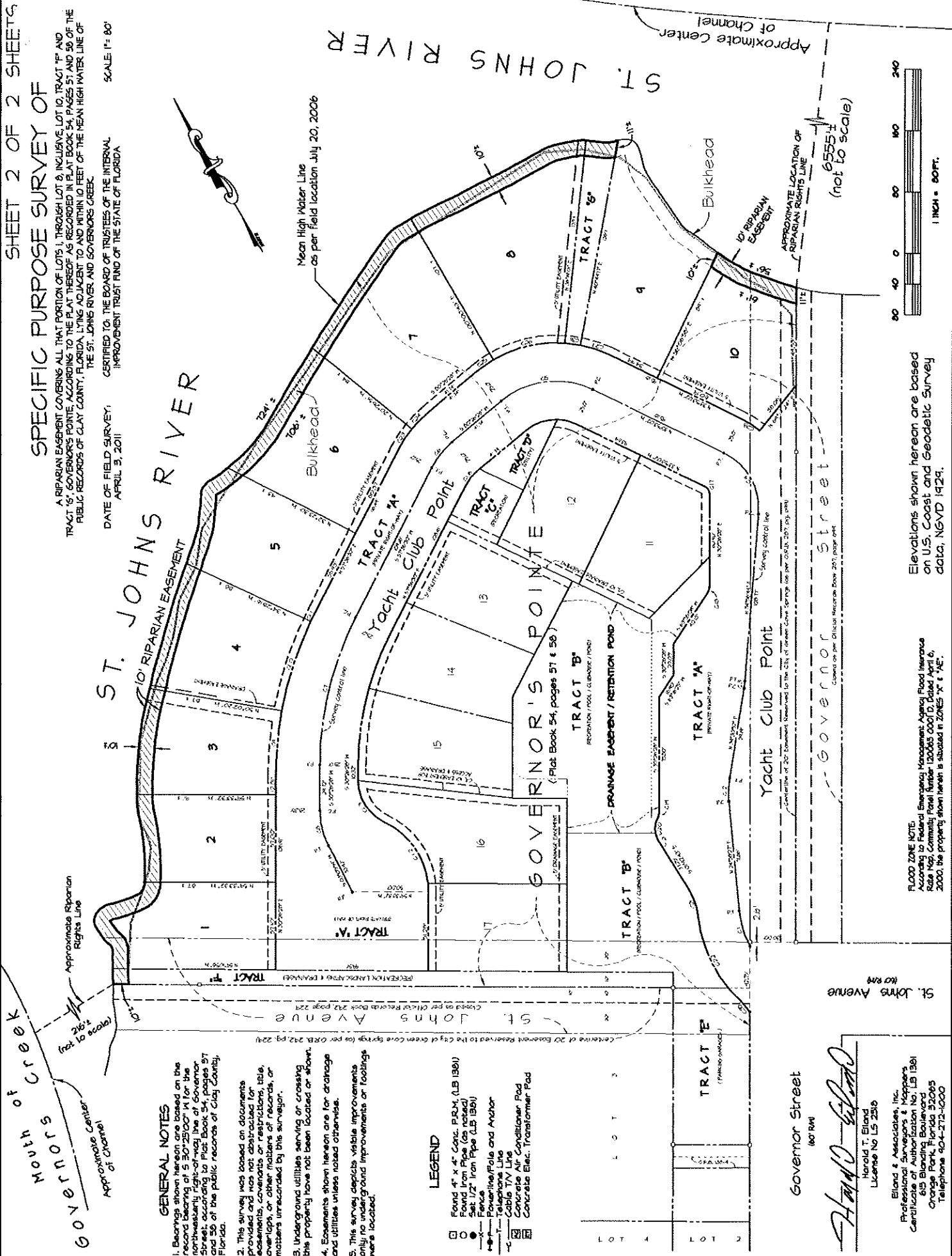
SHEET 2 OF 2 SHEETS

## SPECIFIC PURPOSE SURVEY OF

A RIPARIAN EASEMENT COVERING ALL THAT PORTION OF LOTS 1, THROUGH LOT 9, INCLUSIVE, LOT 10, TRACT 'F' AND TRACT 'G', GOVERNOR'S POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, LYING ADJACENT TO AND WITHIN 10 FEET OF THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER AND GOVERNORS CREEK.

DATE OF FIELD SURVEY: APRIL 5, 2011  
 CERTIFIED TO: THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SCALE: 1" = 80'



### GENERAL NOTES

1. Bearings shown hereon are based on the second bearing of S 30°25'00" W for the northwesterly right-of-way line of Governor Street, according to Plat Book 54, pages 57 and 58 of the public records of Clay County, Florida.
2. This survey was based on documents and was not abstracted for easements, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements and utility underground improvements or footings were located.

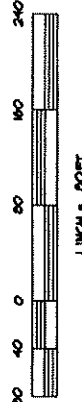
### LEGEND

- Found 4" x 4" Conc. P.B.M. (L.S. 1361)
- Found Iron Pipe (as noted)
- Set 1/2" Iron Pipe (L.S. 1361)
- Fence
- Powerline/Pole and Anchor
- Telephone Line
- Cable TV Line
- Concrete Air Conditioner Pad
- Concrete Elec. Transformer Pad

*Harold T. Eiland*  
 License No. LS 2516  
 Eiland & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LS 1361  
 615 Blending Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-373-1000

FLOOD ZONE NOTE  
 According to Federal Emergency Management Agency Flood Insurance Rate Maps, Community Flood Number 132003 0001 D, Dated April 6, 2000, the property shown hereon is situated in ZONES 'X' & 'AE'.

Elevations shown hereon are based on U.S. Coast and Geodetic Survey data, NGVD 1929.



Prepared by and return to:  
John B. Moss, Esq.  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Ste. 4  
Fleming Island, FL 32003

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street / Highway 100 West  
Palatka, FL 32177

## RIPARIAN EASEMENT

THIS RIPARIAN EASEMENT is given this 24 day of Jan, 2012, by ROGER T. DAY, joined by his wife, JANET DAY, ("Grantors") whose address is 1520 Business Center Drive, Fleming Island, Florida 32003 to GOVERNOR'S POINTE YACHT CLUB, LLC ("Grantee") whose address is 7666 Blanding Boulevard, Jacksonville, Florida 32244.

### WITNESSETH:

WHEREAS, Grantors are the fee simple owner of that certain real property located in Clay County, Florida, as more particularly described on attached Exhibit "A" ("Property"), and as the owner of the Property possesses certain riparian and littoral rights to sovereignty submerged lands, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund (the "Board"), lying adjacent to the Property and waterward of the mean high water line of the St. Johns River; and

WHEREAS, the Grantee desires to construct a docking facility ("Dock") over submerged lands adjacent to the Property; and have responsibility for maintaining said dock; and

WHEREAS, the Grantee must provide the Florida Department of Environmental Protection with satisfactory evidence of sufficient upland interest that clearly demonstrates that the Grantee has control and interest in the riparian uplands adjacent to the Property and riparian rights in order to receive regulatory and proprietary approval for said Dock; and

WHEREAS, Grantors wish to grant upon Grantee, and Grantee wishes to obtain from Grantors, all of Grantor's riparian rights and certain easement rights over and across the Property that clearly demonstrate that the Grantee has control and interest in the riparian uplands adjacent to the project area and the riparian rights necessary to construct, maintain and utilize said Dock.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantors do hereby grant, declare and convey unto Grantee a perpetual, non-exclusive easement for ingress and egress over and across the Property for construction, use, maintenance and access to the Dock and all Grantor's riparian rights as provided below:

1. Riparian and Littoral Rights. The foregoing grant of easement will include the right in favor of Grantee to the non-exclusive exercise, use and enjoyment of Grantor's

riparian and littoral rights associated with the Property and includes granting all of Grantor's riparian rights with the property.

2. Purpose. The easement will be and exist for the purpose of providing access to the Property in favor of the Grantee for construction, use, maintenance of, and access to, the Dock, together with the right of ingress and egress over and across the Property.
3. Covenants Running with the Land. The easement granted herein shall run with the land and be binding upon the Grantors, their heirs, successors, and assigns, and remain in full force and effect forever.

IN WITNESS WHEREOF, Grantors have executed this instrument on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Roger T. Day

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

\_\_\_\_\_  
Janet Day

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012 by Roger T. Day and Janet Day, who are personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CONSENT OF GOVERNOR'S POINTE YACHT CLUB, LLC

The undersigned, Governor's Pointe Yacht Club, LLC, a Florida Limited Liability Company (Club), accepts the foregoing easement and agree to undertake all obligations and assume all rights of the Club pursuant to said easement.

Signed, sealed and delivered  
in the presence of:

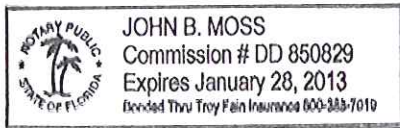
CD Tindell  
Print Name: COTINDELL

[Signature]  
Print Name: John B. Moss

Governor's Pointe Yacht Club, LLC,  
a Florida Limited Liability Company  
By: [Signature]  
Mark Lampke, Managing Member

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 24 day of Jan, 2012  
by Mark Lampke, managing member of Governor's Pointe Yacht Club, LLC, who is personally  
known to me or who produced personally known as identification.



[Signature]  
Notary Public, State of Florida  
Print Name: John B. Moss  
My Commission Expires: 1.28.2013

CONSENT AND JOINDER BY MORTGAGEE TO RIPARIAN EASEMENT

Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; the holder of a certain mortgage encumbering the lands more fully described in that certain Mortgage by and between Roger Day to Freeman Brooks and Emily K. Brooks, as Trustees, or their successor in Trust, under the Brooks Living Trust, dated February 1, 2010; securing the amount of \$92,500.00, dated June 1, 2010 and recorded in Official Records Book 3212, page 425 in the public records of Clay County, Florida, as modified by that certain Mortgage and Note Modification, Future Advance and Consolidation Agreement dated October 6, 2010, securing the total amount of \$242,500.00. The undersigned hereby consents to the recording of the Riparian Easement and hereby subordinates the lien of its Mortgage to the terms and conditions thereof, provided, however, that no term, covenant, condition or restriction contained in the Riparian Easement shall be construed or interpreted so as to alter, amend, modify, or lessen the covenants, representations, warranties and obligations of Mortgagor (as that term is defined in the Mortgage) under the Mortgage or other Loan Documents dated June 1, 2010 as modified and entered into between Mortgagor or Mortgagee (collectively, the "Loan Documents"), and, in the event of any discrepancy between the Riparian Easement and either the Mortgage or any of the Loan Agreements, then the terms, covenants and conditions of the Mortgage and such Loan Agreement shall control.

IN WITNESS WHEREOF, this consent has been executed and delivered this 25  
day of JAN, 2012.

Signature Pages to Follow

Signature Page for Mortgagee

Witnesses to Mortgagee

Sign: [Signature]  
Print: John B. Moss

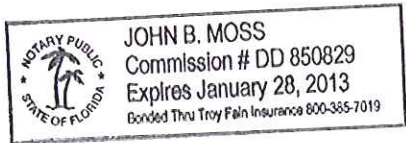
[Signature]  
Freeman Brooks, Trustee

Sign: CD Tindell  
Print: CD TINDELL

[Signature]  
Emily K. Brooks, Trustee

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 25 day of Jan, 2012 by Freeman Brooks and Emily K. Brooks,  who are personally known to me or [ ] who produced personally known as identification.



[Signature]  
Notary Public, State of Fla  
My Commission Expires: 1.28.2013

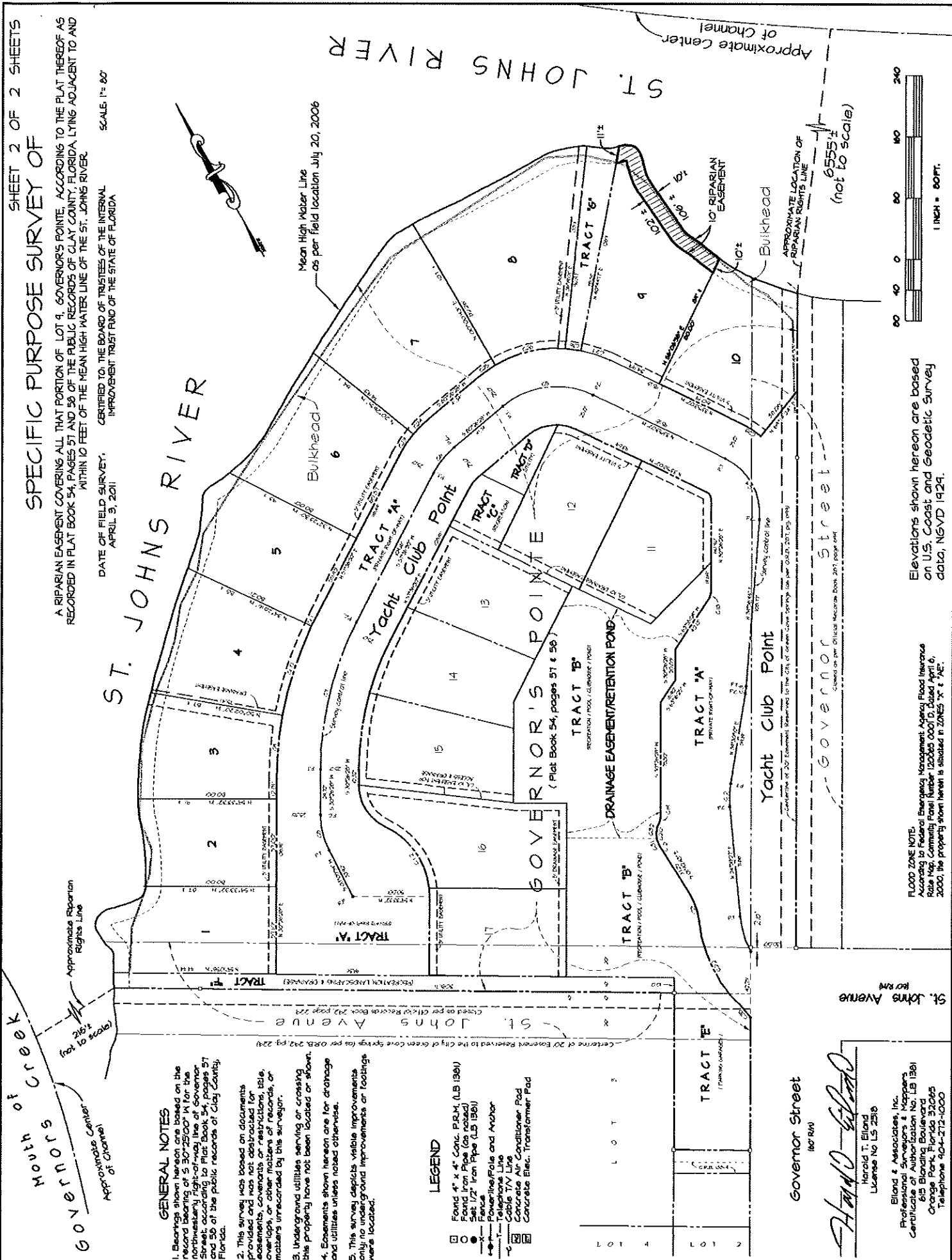
# EXHIBIT A

SHEET 2 OF 2 SHEETS

## SPECIFIC PURPOSE SURVEY OF

A RIPARIAN EASEMENT COVERING ALL THAT PORTION OF LOT 4, GOVERNOR'S POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, LYING ADJACENT TO AND WITHIN 10 FEET OF THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER.

DATE OF FIELD SURVEY: APRIL 3, 2011  
 CERTIFIED TO: THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
 SCALE: 1" = 80'

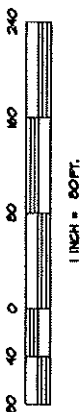


### GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 30° 25' 00" W for the northwesterly right-of-way line of Governor Street, according to Plat Book 54, pages 57 and 58 of the public records of Clay County, Florida.
2. This survey was based on documents, including but not limited to, easements, covenants, and other interests, overlaps, or other matters of records, or matters unrecorred by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown. And utilities unless noted otherwise.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only; no underground improvements or features were located.

### LEGEND

- Pond 4" x 4" Cork PBM (LB 1361)
- Pond Iron Pipe (as noted)
- Set 1/2" Iron Pipe (LB 1361)
- Fence
- Powerline/Pole and Anchor
- Telephone Line
- Cable TV Line
- Concrete Air-Conditioner Pad
- Concrete Elec. Transformer Pad



Elevations shown hereon are based on U.S. Coast and Geodetic Survey data, NGVD 1424.

**FLOOD ZONE NOTE:**  
 According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 120065 0001 D, Dated April 6, 2000, the property shown hereon is situated in ZONES 'X' & 'AE'.

*Harold T. Eiland*  
 Harold T. Eiland  
 License No. LS 2518  
 Eiland & Associates, Inc.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1361  
 615 Blanding Boulevard  
 Orange Park, Florida 32065  
 Telephone 904-372-1000

Governor Street  
 (80' RW)

St. Johns Avenue  
 (80' RW)

Yacht Club Point  
 (80' RW)

Bulkhead  
 (not to scale)

Approximate Location of Riparian Rights Line

Approximate Center of Channel

ST. JOHNS RIVER

GOVERNOR'S POINTE

MOUTH OF CREEK

APPROXIMATE RIPARIAN RIGHTS LINE

APPROXIMATE CENTER OF CHANNEL

APPROXIMATE LOCATION OF RIPARIAN RIGHTS LINE

APPROXIMATE CENTER OF CHANNEL

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APPROXIMATE LOCATION OF RIPARIAN RIGHTS LINE

APPROXIMATE CENTER OF CHANNEL



**AMENDMENT TO LIMITED LIABILITY PARTNERSHIP  
AGREEMENT OF TRUEMARK PROPERTIES II, LLP**

This Amendment to Limited Liability Partnership Agreement of Truemark Properties II, LLP, (the Company”), is entered into and shall be effective this 24 day of Jan, 2012

The following Section is hereby added to the above referenced Limited Liability Partnership Agreement:

Yacht Club

A. The Company consents to Governor’s Pointe Yacht Club, LLC being responsible for the short term and long term management of the Governor’s Pointe Yacht Club and Marina. The Governor’s Pointe Yacht Club is a hybrid residential and non-residential marina that will consist of 48 boat slips. The residents of Governor’s Pointe and Governor’s Pointe Phase II (see Section 11.2) shall have 22 boat slips available and non-residential shall have the remaining 26 slips.

B. Governor’s Pointe is described in Plat Book 54, Pages 57 and 58 of the public records of Clay County, Florida.

Governor’s Pointe Phase II is described in Plat Book \_\_\_\_, Pages \_\_\_\_ and \_\_\_\_ of the public records of Clay County, Florida.

The undersigned agrees that this Amendment consented to by all partners of the company.

  
\_\_\_\_\_  
James True, General Partner

**FIRST AMENDMENT TO OPERATING AGREEMENT**  
**OF GOVERNOR'S POINTE YACHT CLUB, LLC**

This First Amendment to Operating Agreement of Governor's Pointe Yacht Club, LLC, (the "Company"), is entered into and shall be effective this 24 day of Jan, 2011.

The following Section 11 is hereby added to the above referenced Operating Agreement:

Article II  
Yacht Club

11.1 The Company is responsible for the short term and long term management of the Governor's Pointe Yacht Club and Marina. The Company is financially responsible for all bills, cost, expense and any other liabilities incurred in operation and maintenance of the Marina. The company is also responsible for all marina issues associated with marina and related marina issues having to do with compliance related items with all local, state and federal agencies having jurisdiction over the marina. The Governor's Pointe Yacht Club is a hybrid residential and non-residential marina that will consist of 48 boat slips. The residents of Governor's Pointe and Governor's Pointe Phase II (see Section 11.2) shall have 22 boat slips available and non-residential shall have the remaining 26 slips.

11.2 Governor's Pointe is described in Plat Book 54, Pages 57 and 58 of the public records of Clay County, Florida.

Governor's Pointe Phase II is described in Plat Book \_\_\_\_, Pages \_\_\_\_ and \_\_\_\_ of the public records of Clay County, Florida.

The undersigned agrees that this First Amendment to Operating Agreement is consented to by all members of the company.

  
\_\_\_\_\_  
Mark Lampke, Managing Member

This instrument prepared by:  
John B. Moss  
Head, Moss & Fulton, P.A.  
1530 Business Center Drive, Suite 4  
Fleming Island, FL 32003

## MORTGAGE MODIFICATION

THIS AGREEMENT made and entered into this 24 day of Jan, 2012, by and between Freeman Brooks and Emily Brooks, as Trustees, or their successors in trust, under the Brooks Living Trust, dated February 1, 2010, and Jeff Dyson and Donna Dyson, his wife (hereinafter called "Mortgagee"), and Governor's Pointe Yacht Club, LLC, (hereinafter called "Mortgagor"), and TrueMark Properties, II, LLP, (hereinafter called "TrueMark").

### RECITALS:

A. WHEREAS, Mortgagor did make, execute and deliver to Mortgagee, that certain Mortgage Note (the "Note") and Mortgage (the "Mortgage") dated March 30, 2010, said Note evidencing an original indebtedness of One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00), same being secured by a First Mortgage dated March 30, 2010, recorded in Official Records Book 3194, Page 1457, of the Public Records of Clay County, Florida, encumbering the property (the "Property") more particularly described therein.

B. WHEREAS, Mortgagor has requested that Mortgagee consent to the recording of the TrueMark plat and Mortgagee has agreed provided the Mortgage is spread to the TrueMark property and other issues, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Mortgagee by Mortgagor and the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. All the foregoing statements are true and correct.
2. Mortgagor acknowledges covenants and represents to Mortgagee that:

(a) All documents (the "Loan Documents") executed in connection with the loan evidenced by the Mortgage, the Note and this Modification are valid and binding and are enforceable in accordance with their terms;

(b) There are no defenses, set-offs, counterclaims, cross-actions or equities to or against the enforcement of the Loan Documents; and

(c) No agreements, oral or otherwise, have been made by Mortgagee, its employees or agents, to make any additional modifications, amendments or extensions of the Note and loan documents.

3. The lien of the above referenced Mortgage is spread onto the property legally described in Exhibit A attached hereto. This property is to be "platted" and Mortgagee agrees to sign or consent to any reasonable request for plat approval.

4. Mortgagee also agrees to sign or consent to any reasonable request regarding Marina Dock and/or Marina Facilities approval for the properties described in the Mortgage or the TrueMark Property.

5. The release price for the TrueMark property is as follows:

1. Before platting           \$210,000.00
2. After platting, the release for the TrueMark lots, shall be as follows:

Lot 1	\$20,000.00
Lot 2	\$20,000.00
Lot 3	\$20,000.00
Lot 4	\$75,000.00
Lot 5	\$75,000.00

If the new plat does not consist of 5 lots with 2 lots waterfront and 3 inland lots (west of the 2 waterfront lots) the release price of the TrueMark Property is \$210,000.00.

6. It is understood and agreed that all the terms and conditions of the Loan Documents shall remain in full force and effect without change except as hereinabove otherwise specifically provided.

Signature Pages to Follow

Signature Page of Mortgagor

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

CD Tindell  
Print Name: CDTINDELL

JB Moss  
Print Name: JB Moss

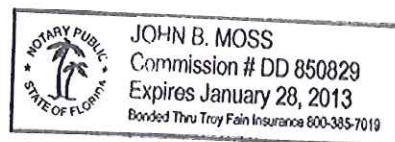
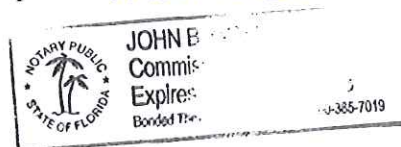
Governor's Pointe Yacht Club, LLC

By: [Signature]  
Name: William Mark Lampke  
Its: MEMBER

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 24 day of Jan,  
2012, by William Mark Lampke, Member  who is personally known to me or [ ]  
produced personally from as identification.


[Signature]  
Notary Public - State of Fla  
My Commission Expires: 1.28.2013




Signature Page of Mortgagee

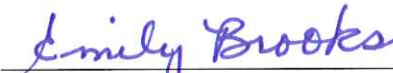
Signed, sealed and delivered  
in the presence of:

MORTGAGEE:  
Brooks Living Trust Dated February 1, 2010

  
Print Name: John B. Moss

CD Tindell  
Print Name CD TINDELL

  
Freeman Brooks, Trustee

  
Emily Brooks, Trustee

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 25 day of Jan,  
2012, by Freeman Brooks and Emily Brooks, as Trustees of the Brooks Living Trust dated  
February 1, 2010, [] who are personally known to me or [] produced  
personally known as identification.



  
Notary Public - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signature Page of Mortgagee

Signed, sealed and delivered  
in the presence of:

MORTGAGEE:

CD Tindell  
Print Name: COTINDELL

John B. Moss  
Print Name John B. Moss

Jeff Dyson  
Jeff Dyson

Donna Dyson  
Donna Dyson

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 24 day of Jan,  
2012, by Jeff Dyson and Donna Dyson, [ ] who are personally known to me or [ ] produced  
personally known as identification.



John B. Moss  
Notary Public - State of Fla  
My Commission Expires: 1.28.2013



Signature Page of TrueMark

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: John B. Moss  
CD Tindell  
Print Name CD TINDELL

MORTGAGEE:  
TrueMark Properties, II, LLP

By: [Signature]  
Its: MEMBER, Partner  
Name: JAMES W. TRUE

State of Florida  
County of Clay

The foregoing instrument was acknowledged before me this 24 day of Jan,  
2012, by James W. True, Partner,  who is personally  
known to me or [ ] produced personally know as identification.



[Signature]  
Notary Public - State of Fla.  
My Commission Expires: 1.28.2013

Exhibit A

A PARCEL OF LAND CONSISTING OF LOT 11 AND LOT 12, BLOCK 48, NORTH SUBURBS OF GREEN COVE SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 1, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNOR STREET (CLOSED ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699 OF SAID PUBLIC RECORDS); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF SAID LOT 11; THENCE ON THE NORTHEASTERLY LINE OF ST JOHNS AVENUE (A 60 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) NORTH 59 DEGREES 10 MINUTES 58 SECONDS WEST, 138.50 FEET TO THE CENTERLINE OF SAID GOVERNOR STREET, SAID CENTERLINE ALSO BEING THE SOUTHEASTERLY LINE OF GOVERNOR'S POINTE, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 54, PAGES 57 AND 58 OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 30 DEGREES 25 MINUTES 00 SECONDS EAST, 426 FEET, MORE OR LESS, TO THE WATERS OF ST JOHNS RIVER; THENCE SOUTHEASTERLY ALONG SAID WATERS, 213 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT 11; THENCE ON LAST SAID LINE SOUTH 30 DEGREES 25 MINUTES 00 SECONDS WEST, 503 FEET; MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT COVERING THE NORTHWESTERLY 10 FEET OF THE ABOVE DESCRIBED PROPERTY, AS RESERVED TO THE CITY OF GREEN COVE SPRINGS, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 287, PAGE 699, OF SAID PUBLIC RECORDS.