

**PROGRAM SECTION  
INSTITUTIONAL CONTROL  
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC # 15-1644  
FILE NAME: Speedway 6856-Hess # 09533  
FAC ID/PROJ. #: 10 9801811 PROGRAM AREA: Tanks  
Project Manager: Lynal DeFalco Phone: (904) 256-1683  
Location: NED

- ☒ ICOR - OGC REVIEW REQUEST - DRC PACKAGE
- ☒ ALDOCS UPLOAD OF ICOR
- ☒ FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC  
Includes
- ☒ CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST
  - ☐ R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C
  - ☒ DRAFT RESTRICTIVE COVENANT
  - ☒ EXHIBIT A Merger documents
  - ☒ EXHIBIT B Property Legal Description (Text)
  - ☒ EXHIBIT C Specific Purpose Survey
  - ☐ EXHIBIT \_\_\_\_\_

- ☒ DEEDS TO THE PROPERTY
- ☒ TITLE SEARCH REPORT O+E Report dated 7-29-64 to 1-8-16
- ☒ EXHIBIT OF LEGAL DESCRIPTION SEARCHED
  - ☒ DEEDS BACK TO ROOT OF TITLE
  - ☐ ENCUMBRANCES (EASEMENTS, LIENS, ETC)
- ☒ COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 3-16-16
- ☐ RELATED PARTIES OR DEP CASES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ NOTICE SENT TO EASEMENT HOLDER OR BANK
- ☐ MISCELLANEOUS \_\_\_\_\_



[Sales In Area](#)    [Previous Parcel](#)    [Next Parcel](#)    [Field Definitions](#)    [Return to Main Search](#)    [Clay Home](#)

### Owner and Parcel Information

<b>Owner Name</b>	SPEEDWAY LLC	<b>Today's Date</b>	March 16, 2016
<b>Mailing Address</b>	539 SOUTH MAIN STREET	<b>Parcel Number</b>	39-05-26-015113-003-00
	FINDLAY, OH 45840	<b>Tax District</b>	BCC/Schools/SJRWMD (District 1)
<b>Location Address</b>	3254 US HWY 17	<b>2015 Millage Rates</b>	15.5403
<b>Property Usage</b>	STORES, 1 (001100)	<b>Acreage</b>	1.2
<b>Section Township Range</b>	39-5-26	<b>Homestead</b>	N

[Show Parcel Maps](#)    [Generate Owner List By Radius](#)    [Certified Property Record Card](#)    [TRIM Notice](#)

### Value Information

	2013 Certified Values	2014 Certified Values	2015 Preliminary Values
<b>Building Value</b>	\$285,685	\$287,167	\$288,512
<b>Extra Feature Value</b>	\$137,559	\$134,236	\$130,913
<b>Land Value</b>	\$290,736	\$290,736	\$290,736
<b>Land Agricultural Value</b>	\$0	\$0	\$0
<b>Agricultural (Market) Value</b>	\$0	\$0	\$0
<b>Just (Market) Value*</b>	\$713,980	\$712,139	\$710,161
<b>Assessed Value</b>	\$713,980	\$712,139	\$710,161
<b>Exempt Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$713,980	\$712,139	\$710,161
<b>Maximum Save Our Homes Portability</b>	\$0	\$0	\$0
<b>AGL Amount</b>			

\*Just (Market) Value\* description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

### Tax Information

### Legal Information

PT OF LOT 11 STAFFORD CLARK ASREC O R 3650  
PG 1874

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

### Building Information

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
NBHD CONVE	4,458	4,168	CB SPLT/TF / GLS/MTLPNL	TR&GRV/VNL	DRYWALL	HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
ENG F AIR	ENG CENTRL	0	0	1	1999	1999

### Show Building Sketch

### Extra Features Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
GAS CANOPY STL	1	0 x 0 x 0	4,608 SF	1999
LT WALL PK	1	0 x 0 x 0	5 UT	1999
6 CNP 4	1	0 x 0 x 0	30,188 SF	1999
HPS/MTL HAL	1	0 x 0 x 0	7 UT	1999
CLF # 11	1	42 x 0 x 6	42 LF	1999
CURB 1GTR	1	0 x 0 x 0	1,047 LF	1999
STL POLE	1	0 x 0 x 0	128 LF	1999
6 VINYL FNC	1	40 x 0 x 6	40 LF	1999

### Land Information

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
LLOC SF	52272	SF	0	0

### Sale Information

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	05-21-2014	\$ 1,666,200	QUIT CLAIM DEED	<a href="#">3650</a>	<a href="#">1874</a>	Unqualified	Improved	SPECON VI LLC & AMERADA HESS TRUST	HESS REALTY LLC
No		\$ 6,600		<a href="#">2004</a>	<a href="#">1144</a>	Unqualified	Improved		SPECON VI LLC



# INSTITUTIONAL CONTROL TRANSMITTAL PACKAGE

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## DECLARATION OF RESTRICTIVE COVENANT

MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT

RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE

OTHER: \_\_\_\_\_

The following information is required to open a case in OGC:

TODAY'S DATE: November 24, 2015

PARTY/CLIENT NAME: Speedway LLC – Hess Realty LLC #09533  
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 10 / 9801811  
(FAC ID; COM\_/PROJ#)

SITE NAME: Speedway Station # 6856 formerly known as Hess Station # 09533  
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

DISCHARGE DATE: May 13, 2005  
(for petroleum cleanup sites)

BSRA EXECUTION DATE: \_\_\_\_\_  
(for Brownfield sites)

SITE ADDRESS: 3254 US Highway 17, Green Cove Springs  
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Storage Tanks  
DISTRICT: Northeast  
COUNTY: Clay

PROJECT/SITE MANAGER: Lynal DeFalco  
(DEP staff)

CONTACT INFO: 904.256.1683 lynal.defalco@dep.state.fl.us  
(Phone) (Email)

PROJECT/SITE MANAGER: \_\_\_\_\_  
(DELEGATED Program staff, if any)

CONTACT INFO: \_\_\_\_\_  
(Phone) (Email)

RELATED CASE(s) #: \_\_\_\_\_  
(if any – may be enforcement matter, or prior DRC)

PARCEL ID # if KNOWN: ID# 39-05-26-015113-003-00

PROPERTY OWNER NAME: Per Property Appraiser Data Base

\_\_\_\_ Speedway LLC –

John M. Helms - Corporate Manager, Environmental \_\_\_\_

ADDRESS:

\_\_\_\_ 539 SOUTH MAIN STREET, FINDLAY, OH 45840 or

500 Speedway Drive, Enon Ohio 45323 \_\_\_\_\_

EMAIL:

PHONE:

\_\_\_\_\_

PROPERTY REP NAME: **Brian C. Davis** | Environmental Representative | Speedway LLC

CONTACT INFO:

ADDRESS:

500 Speedway Drive, Enon, OH 45323 \_\_\_\_\_

EMAIL:

[bcdavis@speedway.com](mailto:bcdavis@speedway.com) \_\_\_\_\_

PHONE:

(937) 863-6919 Office | (937) 207-7722 Cell | (937) 863-6078 Fax \_\_\_\_\_

CONSULTANT NAME:

Earth Systems \_\_\_\_\_

ADDRESS:

223 12<sup>th</sup> Ave. N. Jacksonville Beach, FL 32250 \_\_\_\_\_

EMAIL:

Jim Paxton – [jpaxton@earthsys.com](mailto:jpaxton@earthsys.com) \_\_\_\_\_

PHONE:

904.247.0740 \_\_\_\_\_

If another Responsible Party, other than the property owner, is involved in the cleanup, please include their information:

RESPONSIBLE PARTY NAME:

\_\_\_\_\_  
\_\_\_\_\_

\*If you are aware of a sale pending the processing of this IC, please include the purchaser's information:

BUYER NAME:

\_\_\_\_\_

CONTACT INFO:

\_\_\_\_\_

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into Oculus as a single document. The email to the Agency Clerk requesting OGC Review of the IC Package should contain the link to the IC Package to be reviewed.

**EMAIL completed form and link to: LEA CRANDALL, AGENCY CLERK**  
[Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us)



**SITE/PROJECT SRCO WITH CONDITIONS**

The Petroleum Restoration Program Section 6 has determined that the requirements of Rule 62-780.680(2), F.A.C., have been met for the above-referenced discharge.

The *Bureau* has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge dated May 13, 2005. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Controls Procedures Guidance Document dated November 2013. Herein I have provided a district summary rationale based on the PRP 6 review comments and concurrence with the SRCO with Conditions recommendation.

Remaining contamination is located in soils and groundwater.

**RATIONALE:**

The SRCO with Conditions is for a portion of the property only. Soil and groundwater contamination exists on the property in excess of the department's Cleanup Target Levels (CTL's). To reduce the risk of exposure to the soil contamination an engineering control of a thick concrete pad has been installed in the UST area. The impervious barrier will also keep the soils from continuing to leach into the groundwater.

The contaminant plume is stable and confined to the property. The groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property. Potable, irrigation, commercial and industrial wells are prohibited. A stormwater use restriction will prohibit modifying any of the existing stormwater features or constructing any new features without the department's prior approval.

It is the (*Division/District/Bureau*) opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

You will find the Attachment 5 Checklist, proof of property ownership (screenshot from county property appraiser website) and the Draft Institutional Control package at the following link to Oculus:

[http://depdms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&\[guid=11.3204385.1\]&\[profile=Enforcement\\_Legal\]](http://depdms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&[guid=11.3204385.1]&[profile=Enforcement_Legal])

DEPARTMENT OF ENVIRONMENTAL PROTECTION


INTEROFFICE MEMORANDUM

TO: Dan Blackwell - ec  
TO: Dan.Blackwell@dep.state.fl.us  
TO: \_\_\_\_\_  
TO: \_\_\_\_\_

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NORTHEAST DISTRICT - JACKSONVILLE

**TO:** Dan Blackwell, Paralegal  
Office of General Counsel

**FROM:** Lynal N. DeFalco   
Environmental Specialist III  
NED Tanks & Petroleum Cleanup Section

**DATE:** December 3, 2015

**SUBJECT:** Request for Legal Review - Non Program Cleanup Site  
Draft Restrictive Covenant Package  
Speedway 6856 formerly Hess 09533  
3254 US Highway 17, Green Cove Springs, Clay County  
DEP Facility ID #10/9801811  
Parcel ID# 39-05-26-015113-003-00  
Discharge Date: May 13, 2005  
Site Score 65

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A copy of the Draft Restrictive Covenant (DRC) (dated November 10, 2015) package, for the above referenced facility is in Oculus. It is requested that the draft DRC package with the EC Plan dated April 14, 2014, and updated Survey Maps be reviewed and comments provided to me as the District project manager. PRP has indicated in their October 20, 2015 Review Comments (in Oculus) that the PRP concerns have been addressed.

The following information is provided as requested in a Draft Declaration of Restrictive Covenant Package as requested at the following link in Oculus -  
[http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&\[guid=11.3204385.1\]&\[profile=Enforcement\\_Legal\]](http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&[guid=11.3204385.1]&[profile=Enforcement_Legal])

1. Draft Declaration of Restrictive Covenant link to Oculus =
  2. Certified Copy of Deed (specific parcel is in Clay Co. Parcel ID# 39-05-26-015113-003-00)
  3. Title Search Report and supporting documents
- and also included as requested and attached to the package
4. Attachment 5 Draft DRC Check List,
  5. Screen shot of Property Appraiser Ownership verification,
  6. OGC IC Transmittal Package Form

The DRC package has been placed into OCULUS by the District.

Please let me know if additional information is needed.



**ATTACHMENT 5: DECLARATION OF RESTRICTIVE  
COVENANT CHECKLIST**

**UPDATED 12/3/2015**

**Facility Name HESS REALTY LLC**

**10 / 9801811 (Speedway store 6856 / Hess store 9533)**

Does site meet statutory and rule requirements that allow an SRCO with conditions?

Yes ☒ No ☐

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Section .680(2) of Chapters 62-770, 780, 782 and 785, F.A.C. Please refer to the rules for the specific criteria that must be met.

**PRP – Please update as necessary in all comment areas.**

*This petroleum contaminated site meets the requirements of Section 62-780.680(2), F.A.C., for Risk Management Options II. The affected medium is both soil and groundwater. Restrictions shall apply to the soil and groundwater, to prohibit its use. An engineering control to limit direct exposure of the soil is proposed in the Engineering Control Management Plan (EC Plan) to maintain the concrete cap over the soil in the UST area to keep it from leaching to the groundwater.*

**If groundwater is contaminated:** - Please update as necessary

☐ Is an interim control proposed?;

**OR**

☒ Yes (a) Is the plume stable or shrinking?

*The plume is considered stable and confined to the property. NAM sampling has been conducted Semi-Annually since June 2012 and quarterly prior since April 2011. There are concentrations of BTEX and*

PAH remaining above their groundwater cleanup target levels at monitoring wells MW-3, CW-3.

YES (b) Is the plume contained within the property boundaries?

Yes (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

The exhibits presented with the draft restrictive covenant describe the area as approx. 1,000 square feet (0.023 acre).

( n/a ) groundwater meets low yield or poor quality designation. Please refer to guidance available at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

( n/a ) an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it must be in place and PE-certified, and it must be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

( n/a ) plume affects or may potentially affect *only* a marine surface water body.

(d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR must include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC must include language stating that these existing stormwater features shall not be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC. [Refer to Exhibit C page 2 of 2 of draft restrictive covenant.]

{YES, but unable to determine if this has been adequately addressed on site survey map. It does not appear to be labeled only described in Recital H2.A.3} - Per the survey maps of the overall site, there are existing swales or stormwater retention/detention ditches. This includes the 1000-square foot (0.023-acre) restricted portion, which is covered by a paved area (with a partial canopy).

**If soil is contaminated:** - Please update as necessary.

Soil is contaminated in the area of the UST's. Groundwater is contaminated and monitoring under SA NAM has taken place since 2012. An existing area of



concrete pavement over the UST area will serve as the engineering control barrier for the prevention of contamination from the soil leaching to the groundwater.

yes (a) **Direct Exposure soil** criteria have been met. Check one or more of the following, as applicable:

( n/a ) The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;

**Yes** An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See \*Note below];

( n/a ) The soil meets alternative SCTLs using site-specific soil properties;

( n/a ) Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;

( n/a ) The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.

YES (b) **Leachability soil** criteria have been met. Check one or more of the following, as applicable:

( n/a ) Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;

( n/a ) Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf);

**YES** An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See \*Note below]; See Exhibit C

( n/a ) The soil meets alternative SCTLs using site-specific soil properties;

( n/a ) Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;

( n/a ) PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

**\*Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it must be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

n/a If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

n/a If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

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Restriction Location: Entire Property \_\_\_\_\_ Portion of Property X \_\_\_\_\_

Why are these restrictions adequate? Please update as necessary

*It is not necessary in this case to restrict the overall property for both soil and groundwater. A groundwater use restriction is in place for the whole property. The restricted portion for soil is a smaller Engineering Control area of 1,000 square feet (0.023 acres) covered with concrete and is located in the UST area.*

SRCO will be issued after RC recorded (Final RC). X, or  
SRCO will not be issued after RC recorded (Interim RC). \_\_\_\_\_

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If a restrictive covenant is appropriate, the following supporting documents must be provided to the FDEP OGC:

Copy of the deed is included. Yes x No \_\_\_\_\_

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes x No \_\_\_\_\_

Property ownership confirmed on county internet web site. Yes x No \_\_\_\_\_ Owner listed with Property Appraiser Office as

Hess Realty LLC - for parcel # 39-05-26-015113-003-00 at 3254 US HWY 17, Green Cove Springs, FL

Legal description of the entire property (Exhibit B to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes x No \_\_\_\_\_

*The draft of the restrictive covenant submitted June 9, 2015 and updated Nov. 10, 2015, contains a survey map (Exhibit C) and a description of the soil Restricted area property, calling it the "Restricted Area". The Restrictive Area Acreage is noted at 1000 square feet or (0.023 Acres) The entire property is under groundwater restriction.*



If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") must be provided, and it must include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "C," and labeling the encumbered area on the attachment as "**restricted area**" or another phrase that tracks the RC language] (Exhibit C to covenant).

Yes ☒ No ☐ N/A ☐

*The Exhibit C Attachment 1 Figure of the Draft Declaration of Restrictive Covenant is a survey map that shows the restricted area, and labels it as the "Restricted Area".*

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes ☒ No ☐ (unable to determine)

Tax Lien information – either that lien has been removed or copy of lien—is included.

Yes ☐ No ☐ N/A ☐

Easements are included (list of any easements & copies of recorded easements.)

Yes ☐ No ☐ N/A ☐

A Diagram of the location of the easements in relation to the restricted area is included.

Yes ☐ No ☐ N/A ☐

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes ☐ No ☐ N/A ☐

UCC Liens – copies of and releases from any liens are included.

Yes ☐ No ☐ N/A ☐

**A completed and signed Subordination or Joinder and Consent is included for any liens, leases, easements or other encumbrances that are affected by or in conflict with the provisions of the RC. Yes ☒ No ☐ N/A ☐**

**A completed and signed Subordination of Mortgage is included for each financial institution or lender of existing mortgages. Yes ☐ No ☐ N/A ☐**

Is 95% UCL analysis used? Yes ☐ No ☐ \_\_\_\_\_

If yes, what is the exposure unit and parcel size? \_\_\_\_\_,  
\_\_\_\_\_

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?

Yes \_\_\_ No \_\_\_ **X** - Has been requested but not provided to date

If yes, where: \_\_\_ and copy provided .

Has the 30 day comment period elapsed? Yes \_\_\_ No \_\_\_ ( )

Cover memo to Tallahassee is included. Yes x No \_\_\_

Site/Project Mgr. Name Lynal DeFalco

Address FDEP Northeast District

Email: [lynal.defalco@dep.state.fl.us](mailto:lynal.defalco@dep.state.fl.us)

Phone (904) 256-1683

**Prop. Owner rep. Name:**

Attorney for closure is

Robert Wells

9350 S Dixie Hwy Ste 1450

Miami FL 33156

Email: [bob@wellsrw.com](mailto:bob@wellsrw.com)

Tel. Office: 305-669-8989

Tel. Mobile: 305-301-1115

Facsimile: 305-669-9995

**PROPERTY OWNER NAME:**

\_ Speedway LLC -

John M. Helms - Corporate Manager, Environmental \_\_\_

**ADDRESS:**

\_ 539 SOUTH MAIN STREET, FINDLAY, OH 45840 or

500 Speedway Drive, Enon Ohio 45323 \_\_\_\_\_

and

Specon VI LLC

200 CONNELL DR

BERKELEY HEIGHTS, NJ 07922

Email [joseluisgonz@speedway.com](mailto:joseluisgonz@speedway.com) or \_\_\_

Scott Fleming [sjfleming@speedway.com](mailto:sjfleming@speedway.com) 937-863-6624

Phone (937) 863-6919 Office Brian Davis - [bcdavis@speedway.com](mailto:bcdavis@speedway.com)

Contractor Name Jim Paxton

Address EarthSystems

223 12<sup>th</sup> AVE. N.

Jacksonville Beach, Florida 32250

Email [jpaxton@earthsys.com](mailto:jpaxton@earthsys.com)

Phone 904.247.0740

**MAIL:**

- District lead sites – mail directly to appropriate program attorney (or, if the site is in enforcement, to the enforcement attorney) in FDEP OGC Tallahassee.
- Contracted local government lead sites – mail directly to the FDEP liaison who will contact the appropriate Tallahassee technical support for review prior to OGC review.



This instrument prepared by:  
*Robert W. Wells*  
*Attorney at Law*  
9350 S Dixie Hwy Ste 1450  
Miami FL 33156

## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 30<sup>th</sup> day of October, 2015, by Speedway LLC, a Delaware limited liability company, successor by merger to Hess Realty LLC, a Delaware limited liability company (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### RECITALS

- A. GRANTOR is the successor by merger to Hess Realty LLC, a Delaware limited liability company pursuant to the State of Delaware Secretary of State certification and Certificate of Merger of Domestic Limited Liability Companies, a copy of which is attached hereto as Exhibit "A" and made a part hereof.
- B. GRANTOR is the owner of that certain real property situated in the County of Clay, State of Florida, more particularly described in Exhibit "B" attached hereto and made a part thereof ( hereinafter the "Property").
- C. The FDEP Facility Identification Number for the Property is 9801811. The facility name at the time of this Declaration is Speedway Store #6856 (formerly known as Hess Station Number 09533).

D. An assessment of the Property was completed in February 2006 and a Natural Attenuation (NAM) Plan was approved by FDEP in December 2006. NAM was initiated in January 2007 and continued until December 2009, when FDEP requested additional assessment. Additional assessment activities were completed through October 2010 when a NAM Plan Approval Order was issued in December 2010. NAM continued through November 2013. Conditional closure was requested on January 21, 2014 and approved by FDEP in February 2014. The discharge of petroleum products on the Property is documented in the following reports that are incorporated herein by reference:

1. Template Site Assessment Report (TSAR) dated February 2006, submitted by Earth Systems, Inc.,
2. TSAR Response to Comments dated August 2006, submitted by Earth Systems, Inc.,
3. Natural Attenuation Monitoring Reports dated March 2, 2007 and June 5, 2007, submitted by Delta Environmental Consultants, Inc.,
4. Natural Attenuation Monitoring Report dated August 24, 2007, November 30, 2007, and December 1, 2009, submitted by Earth Systems, Inc.,
5. Site Assessment Report Addendums I through IV, March 2010 through October 2010, submitted by Earth Systems, Inc.,
6. Natural Attenuation Monitoring Report dated April 7, 2011, July 12, 2011, October 5, 2011, January 4, 2012, June 5, 2012, December 21, 2012, July 3, 2013, and December 6, 2013, submitted by Earth Systems, Inc.,

E. The reports noted in Recital D set forth the nature and extent of the contamination described in Recital D that is located on the Property. Soil contamination continues to exist in the location of the underground storage tanks. This Declaration imposes restrictions on the area of soil contamination.

F. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

G. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of petroleum products chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the site, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 9801811 can be found by contacting the appropriate FDEP district office or Tallahassee program area.

H. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. To GRANTOR's knowledge, the foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Property the following restrictions and requirements:
  - A.1 The area of soil contamination is located within that portion of the Property described in Exhibit C and labeled as the "Restricted Area." That portion of the Property described in Exhibit C shall be permanently covered and maintained with an impermeable material that prevents human exposure and limits water infiltration (hereinafter referred to as the Engineering Control). An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring, and the criteria for determining when the Engineering Control has failed.
  - A.2 There shall be no use of the groundwater on the Property. There shall be no drilling for water conducted on the Property nor shall any wells be installed on the Property other than monitoring wells for the purpose of groundwater sample collection pre-approved by the FDEP. For any dewatering activities, a plan must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
  - A.3. Attached as part of Exhibit C, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.



- A.4. Excavation and construction within that portion of the Property containing contaminated soils as described in Exhibit C is not prohibited provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. (or subsequent contamination site cleanup criteria rule(s)) and any other applicable local, state and federal requirements. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of that portion of the Property containing contaminated soils as described in Exhibit C.
3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the GRANTOR, and to FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise terminated in writing by the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within ten business days. Additionally, GRANTOR shall

notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of good title to the Property described in Recital Paragraph A above, and has good right to create, establish, and impose this restrictive covenant on the use of the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, GRANTOR has executed this instrument, as of the 30th day of October, 2015.

Speedway LLC, a Delaware limited liability company

By [Signature]

Printed Name: John M Helms

Its: Corporate Manager, Environmental  
company position if applicable

Witness: [Signature] Date: 10/30/15

Print Name: Brian Davis

Witness: [Signature] Date: 10-30-15

Print Name: Meghan Wilson

STATE OF Ohio

COUNTY OF Clark

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October 2015, by John Helms, as an authorized signatory of Speedway LLC, a Delaware limited liability company, on behalf of the company.

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



MEGHAN R. WILSON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
September 25, 2019  
Recorded in  
Clark County

[Signature]  
Signature of Notary Public

Meghan R Wilson  
Print Name of Notary Public

Commission No. 2014-RE-508428

Commission Expires: 25 Sept 2019



Approved as to form by the Florida Department of Environmental Protection,  
Office of General Counsel. \_\_\_\_\_.

IN WITNESS WHEREOF, the Florida Department of Environmental  
Protection has executed this instrument, this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:

\_\_\_\_\_  
Gregory J. Strong, Director  
Northeast District Office  
8800 Baymeadows Way West, Ste 100  
Jacksonville, Florida 32256

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 20\_\_, by \_\_\_\_\_ as representative for  
the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**Exhibit A**

**STATE OF DELAWARE CERTIFICATE OF MERGER  
OF DOMESTIC LIMITED LIABILITY COMPANIES**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HESS RETAIL OPERATIONS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"HESS RETAIL STORES LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"HESS REALTY LLC", A DELAWARE LIMITED LIABILITY COMPANY,  
WITH AND INTO "SPEEDWAY LLC" UNDER THE NAME OF "SPEEDWAY LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2015, AT 2:29 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2015 AT 12:01 O'CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

2775076 8100M  
SR# 20150326585

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 10165378  
Date: 10-01-15



**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is

Speedway LLC

and the name of the limited liability companies being merged into this surviving limited liability company is Hess Retail Operations LLC, Hess Retail Stores LLC, and Hess Realty LLC.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

**THIRD:** The name of the surviving limited liability company is

Speedway LLC

**FOURTH:** The merger is to become effective on 10/01/2015 at 12: 01 a.m.

**FIFTH:** The Agreement of Merger is on file at Speedway LLC

500 Speedway Drive, Egon, OH 45323

the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

**IN WITNESS WHEREOF,** said surviving limited liability company has caused this certificate to be signed by an authorized person, the 30th day of September, A.D., 2015.

By: Shane T. Pfeiderer

Authorized Person

Name: Shane T. Pfeiderer

Print or Type

Title: Assistant Secretary

## EXHIBIT B

### PROPERTY DESCRIPTION

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey recorded in Plat Book 1, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I Pages 624 and 625 of said public records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, Page 200 of said public records, at its intersection with the Southerly right-of-way line of County Road No. C-315, formerly State Road No. S-315 (a right-of-way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right-of-way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South 83°11'01" East and a chord distance of 137.35 feet to a point of tangency of said curve; thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 377.91 feet to the Point of Beginning; thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 224.84 feet to its intersection with the Westerly right-of-way line of U.S. Highway No. 17 (a right-of-way of varying width); thence South 43°11'49" East leaving said Southerly right-of-way line of County Road No. C-315 and along the Westerly right-of-way line of U.S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right-of-way line; thence South 16°44'08" East continuing along said Westerly right-of-way line of U.S. Highway No. 17, a distance of 130.81 feet; thence South 84°22'45" West leaving said Westerly right-of-way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by chord bearing of North 37°48'04" West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North 29°57'50" West and a chord distance of 68.94 feet to the point of compound curve of a curve, said curve, being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of 39.75 feet, said arc being subtended by a chord bearing of North 20°32'34" East and a chord distance of 38.18 feet to the Point of Beginning.

**EXHIBIT C**

**SPECIFIC PURPOSE SURVEY  
(ANNOTATED TO DEPICT PORTION OF SITE AFFECTED BY  
INSTITUTIONAL CONTROLS)**

**Hess Station No. 09533**  
**Restrictive Covenant**  
**Section 39, Township 5 South, Range 26 East**  
**Clay County, Florida**

**Restrictive Covenant:**

A parcel of land being portion of the lands described in Official Records Book 2004, Page 1148 of the Public Records of Clay County, Florida, being more particularly described as follows:

COMMENCE at a point marking the intersection of the Southerly right-of-way boundary of County Road No. 315 with the Westerly right-of-way boundary of US Highway No. 17; thence departing said Southerly right-of-way boundary coincident with said Westerly right-of-way boundary, S 43°17'49" E a distance of 47.35 feet; thence departing said Westerly right-of-way boundary, S 47°33'12" W a distance of 7.45 feet to the POINT OF BEGINNING; thence S 42°26'48" E a distance of 50.00 feet; thence S 47°33'12" W a distance of 20.00 feet; thence N 42°26'48" W a distance of 50.00 feet; thence N 47°33'12" E a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 1000.00 square feet, 0.023 acres, more or less.

**Restricted Area:**

Designation	Northing	Easting
	Florida East	Florida East
	NAD 1983	NAD 1983
	US Survey Feet	US Survey Feet
A	2069224.9	432557.4
B	2069188.0	432591.1
C	2069174.5	432576.4
D	2069211.4	432542.6

**Line Information:**

LINE	BEARING	DISTANCE
L1	S 43°17'49" E	47.35'
L2	S 47°33'12" W	7.45'
L3	S 42°26'48" E	50.08'
L4	S 47°33'12" W	20.00'
L5	N 42°26'48" W	50.08'
L6	N 47°33'12" E	20.00'

**Certifications:**

Earth Systems

Stacy L. Brown P.S.M. No. 6516  
 SurvTech Solutions, Inc. L.B. No. 7340

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a NAD83 Florida East state plane grid bearing of S 43°17'49" E for the Westerly right-of-way boundary of US Highway No. 17.
- 3.) THIS IS NOT A BOUNDARY SURVEY

SURVEYING TODAY WITH  
 TOMORROW'S TECHNOLOGY



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610  
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340  
 email: sbrown@survtechsolutions.com http://www.survtechsolutions.com

Project No.: 20140039

Phase: 1

Revision Date:

Drawing Name: 20140039\_ISK

Scale: 1" = 50'

Drafted By: S. Brown

Date Drafted: 3/23/14

Field Date: 3/04/14

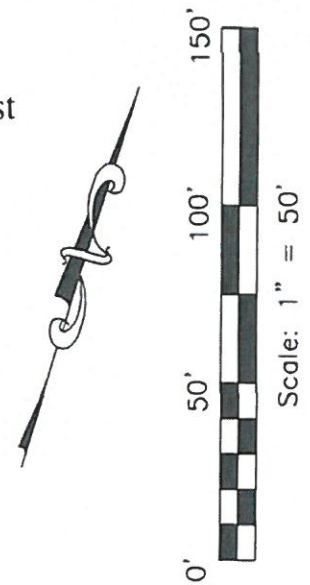
Field Book/Page: 14-02/11

Checked By: S. Brown



Hess Station No. 09533  
Restrictive Covenant  
Section 39, Township 5 South, Range 26 East  
Clay County, Florida

County Highway No. 315  
Public Right-of-way width varies  
(25' Asphalt Pavement)



Approximate Southerly  
Right-of-way Boundary  
of County Road No. 315

Point of Beginning  
Restricted Area

Point of Commencement  
Restricted Area

Restrictive Area Acreage  
1000.00 Square Feet  
0.023 Acres

Approximate Westerly  
Right-of-way Boundary  
of US Highway No. 17

Approximate  
Parent Boundary

U.S. Highway No. 17  
Public Right-of-way width varies  
(Asphalt Pavement)

PROJECT NO.: 20140039  
PHASE: 1  
FIELD DATE: 3/04/14



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610

phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340

email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>



OWNERSHIP AND ENCUMBRANCE REPORT

Order No.: 5274583

Certified Party:  
Bob Wells  
9350 S Dixie Hwy Ste 1450  
Miami, FL 33156  
Phone: 305-669-8989

This will serve to certify that Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Clay County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from July 29, 1964, through January 08, 2016 at 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey, recorded in Plat Book 1, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I, Pages 624 and 625 of said Public Records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, Page 200 of said Public Records, at its intersection with the Southerly right-of-way line of County Road No. C-315, formerly State Road No. S-315 (a right-of-way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right-of-way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South 83°11'01" East and a chord distance of 137.35 feet to a point of tangency of said curve, thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 377.91 feet to the Point of Beginning, thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 224.84 feet to its intersection with the Westerly right-of-way line of U S Highway No. 17 (a right of way of varying width), thence South 43°11'49" East leaving said Southerly right-of-way line of County Road No. C-315 and along the Westerly right-of-way line of U.S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right-of-way line; thence South 16°44'08" East continuing along said Westerly right-of-way line of U.S. Highway No. 17, a distance of 130.81 feet; thence South 84°22'45" West leaving said Westerly right-of-way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by chord bearing of North 37°48'04" West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North 29°57'50" West and a chord distance of 68.94 feet to the point of



compound curve of a curve, said curve, being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of 39.75 feet, said arc being subtended by a chord bearing of North 20°32'34" East and a chord distance of 38.18 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Hess Realty LLC, a Delaware limited liability company, by virtue of Quitclaim Deed, recorded June 10, 2014 in Official Records Book 3650, Page 1874, public records of Clay County, Florida.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. None.

For 2015 Tax Year Parcel/ID # 390526-015113-003-00, gross tax amount is \$11,036.12, exemption type is None, and payment status is Paid.

Other Related Documents:

2. Covenants, Conditions, Restrictions and Easements set forth in that certain instrument, recorded in Official Records Book 1570, Page 612.

**DEED CHAIN / CHAIN OF TITLE:**

Deed, recorded in Deed Book 31, page 225.

Deed, recorded in Deed Book 38, Page 314.

Quit Claim Deed, recorded in Official Records Book 115, Page 625.

Quit Claim Deed, recorded in Official Records Book 121, Page 411.

Quit Claim Deed, recorded in Official Records Book 144, Page 293.

Quit Claim Deed, recorded in Official Records Book 191, Page 516, as corrected in Official Records Book 373, Page 508 and Official Records Book 727, Page 178.

Affidavit, recorded in Official Records Book 868, page 648.

Quit Claim Deed, recorded in Official Records Book 868, Page 653, as re-recorded in Official Records Book 870, Page 505.

Quit Claim Deed, recorded in Official Records Book 872, page 12.

Quit Claim Deed, recorded in Official Records Book 872, page 13.

Quit Claim Deed, recorded in Official Records Book 1141, Page 33.

Quit Claim Deed, recorded in Official Records Book 1147, Page 284.

Quit Claim Deed, recorded in Official Records Book 1147, Page 285.

Quit Claim Deed, recorded in Official Records Book 1147, Page 287

Quit Claim Deed, recorded in Official Records Book 1147, Page 289

Quit Claim Deed, recorded in Official Records Book 1147, Page 291.

Warranty Deed, recorded in Official Records Book 1147, Page 293, as re-recorded in Official Records Book 1204, Page 690.

Quit Claim Deed, recorded in Official Records Book 1185, Page 164.

Quit Claim Deed, recorded in Official Records Book 1185, Page 166.

Quit Claim Deed, recorded in Official Records Book 1185, Page 168.

Quit Claim Deed, recorded in Official Records Book 1185, Page 170.

Quit Claim Deed, recorded in Official Records Book 1185, Page 172

Quit Claim Deed, recorded in Official Records Book 1405, Page 1271.  
Warranty Deed, recorded in Official Records Book 1725, Page 2165.  
Warranty Deed, recorded in Official Records Book 1747, Page 1454.  
Warranty Deed, recorded in Official Records Book 1826, Page 766.  
Warranty Deed, recorded in Official Records Book 1922, Page 1633.  
Quit Claim Deed, recorded in Official Records Book 3650, Page 1874.

NOTE: The Clay County Property Appraiser has this property assessed for 2015 under the name of Speedway, LLC, without any reference to name change or deed conveyance found of record.

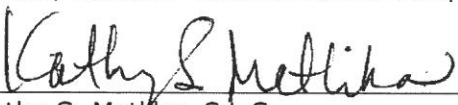
Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

In accordance with Florida Statutes Section 627.7843, the liability Fidelity National Title Insurance Company may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party named above up to a maximum amount of \$1,000.00.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused this Report to be issued in accordance with its By-Laws.

Fidelity National Title Insurance Company

  
Kathy S. Metlika, C.L.S.



### **LIMITATIONS OF LIABILITY**

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.



*Fidelity National Title Insurance Company*

Bob Wells  
9350 S Dixie Hwy Ste 1450  
Miami, FL 33156  
Phone: 305-669-8989

Fidelity National Title Insurance Company

**OWNERSHIP AND ENCUMBRANCE REPORT**

Order No.: 5274583

This will serve to certify that Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Clay County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from July 29, 1964, through May 15, 2015 at 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey, recorded in Plat Book 1, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I, Pages 624 and 625 of said Public Records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, Page 200 of said Public Records, at its intersection with the Southerly right-of-way line of County Road No. C-315, formerly State Road No. S-315 (a right-of-way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right-of-way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South 83°11'01" East and a chord distance of 137.35 feet to a point of tangency of said curve, thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 377.91 feet to the Point of Beginning, thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 224.84 feet to its intersection with the Westerly right-of-way line of U S Highway No. 17 (a right of way of varying width), thence South 43°11'49" East leaving said Southerly right-of-way line of County Road No. C-315 and along the Westerly right-of-way line of U.S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right-of-way line; thence South 16°44'08" East continuing along said Westerly right-of-way line of U.S. Highway No. 17, a distance of 130.81 feet; thence South 84°22'45" West leaving said Westerly right-of-way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by chord bearing of North 37°48'04" West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North 29°57'50" West and a chord distance of 68.94 feet to the point of compound curve of a curve, said curve, being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of

39.75 feet, said arc being subtended by a chord bearing of North 20°32'34" East and a chord distance of 38.18 feet to the Point of Beginning.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Hess Realty LLC, a Delaware limited liability company, by virtue of Quitclaim Deed, recorded June 10, 2014 in Official Records Book 3650, Page 1874, public records of Clay County, Florida.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Notice of Commencement filed September 22, 2014 in Official Records Book 3680, page 1249, of said records.

For 2014 Tax Year Parcel/ID # 390526-015113-003-00, gross tax amount is \$11,137.44, exemption type is None, and payment status is Paid.

Other Related Documents:

2. Covenants, Conditions, Restrictions and Easements set forth in that certain instrument, recorded in Official Records Book 1570, Page 612.

**DEED CHAIN / CHAIN OF TITLE:**

Deed, recorded in Deed Book 31, page 225.

Deed, recorded in Deed Book 38, Page 314.

Quit Claim Deed, recorded in Official Records Book 115, Page 625.

Quit Claim Deed, recorded in Official Records Book 121, Page 411.

Quit Claim Deed, recorded in Official Records Book 144, Page 293.

Quit Claim Deed, recorded in Official Records Book 191, Page 516, as corrected in Official Records Book 373, Page 508 and Official Records Book 727, Page 178.

Affidavit, recorded in Official Records Book 868, page 648.

Quit Claim Deed, recorded in Official Records Book 868, Page 653, as re-recorded in Official Records Book 870, Page 505.

Quit Claim Deed, recorded in Official Records Book 872, page 12.

Quit Claim Deed, recorded in Official Records Book 872, page 13.

Quit Claim Deed, recorded in Official Records Book 1141, Page 33.

Quit Claim Deed, recorded in Official Records Book 1147, Page 284.

Quit Claim Deed, recorded in Official Records Book 1147, Page 285.

Quit Claim Deed, recorded in Official Records Book 1147, Page 287

Quit Claim Deed, recorded in Official Records Book 1147, Page 289

Quit Claim Deed, recorded in Official Records Book 1147, Page 291.

Warranty Deed, recorded in Official Records Book 1147, Page 293, as re-recorded in Official Records Book 1204, Page 690.

Quit Claim Deed, recorded in Official Records Book 1185, Page 164.

Quit Claim Deed, recorded in Official Records Book 1185, Page 166.

Quit Claim Deed, recorded in Official Records Book 1185, Page 168.

Quit Claim Deed, recorded in Official Records Book 1185, Page 170.

Quit Claim Deed, recorded in Official Records Book 1185, Page 172

Quit Claim Deed, recorded in Official Records Book 1405, Page 1271.

Warranty Deed, recorded in Official Records Book 1725, Page 2165.  
Warranty Deed, recorded in Official Records Book 1747, Page 1454.  
Warranty Deed, recorded in Official Records Book 1826, Page 766.  
Warranty Deed, recorded in Official Records Book 1922, Page 1633.  
Quit Claim Deed, recorded in Official Records Book 3650, Page 1874.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

In accordance with Florida Statutes Section 627.7843, the liability Fidelity National Title Insurance Company may sustain for providing incorrect information in this Report shall be the actual loss or damage of the Certified Party named above up to a maximum amount of \$1,000.00.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused this Report to be issued in accordance with its By-Laws.

Fidelity National Title Insurance Company

  
\_\_\_\_\_  
Kathy S. Metlika, C.L.S.



Twenty-six (26) East, Travers Grant; more particularly described as Beginning at the Northwest corner of Lot Number Five (5) and running South Eighty-Five degrees (85) East, 1055 feet to the West side of Public road leading from Green Cove Springs to Hibernia as now located, thence along the West side of the Public Road aforesaid, South 38 degrees 5 minutes West 252 feet to a stake, thence South 60 degrees West 658 feet to a stake, thence North 83 degrees East 735 feet to the Southwest corner of Lot Number 5, thence North 9 degrees East to the place of beginning, and containing twelve acres, more or less.

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantees, and their heirs and assigns in fee simple.

AND the said grantors, for themselves and for their heirs and legal representatives, covenant with said grantees and their heirs, legal representatives and assigns: That said grantors have indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantees and their heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said grantors, and their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantees, and their heirs, legal representatives and assigns, as may reasonably be required; and that said grantors doth hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

J. P. Tillinghast (L.S.)

L. E. Baines

Sarah Tillinghast (L.S.)

Minnie L. Allbritton

50¢ Federal Stamp attached

10¢ State Stamp attached

STATE OF FLORIDA,

COUNTY OF DUNAL

I HEREBY CERTIFY, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared J. P. Tillinghast and Sarah Tillinghast, his wife; to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they have acknowledged them and there before me that they have executed said deed.

AND I FURTHER CERTIFY, That the said Sarah Tillinghast known to me to be the wife of the said J. P. Tillinghast on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Jacksonville this 4th day of June, A. D. 1940.

(Notarial Seal)

Lucille M. Baines  
Notary Public, State of Florida at Large  
My Commission Expires Apr. 9, 1942.

Filed and recorded in Deed Book 338, page 313, this 6th day of June, A. D. 1940.

L. I. Ivey, Clerk

THIS DEED, made the Twenty-seventh day of May A. D. 1940, by J. P. Tillinghast and Sarah Tillinghast, his wife, in Green Cove Springs, of the County of Clay, State of Florida, hereinafter called the grantors, to Sidney R. Tillinghast and Nellie C. Tillinghast, his wife, in Green Cove Springs, Clay County, Florida hereinafter called the grantees.

WITNESSETH, That the said grantors, in consideration of Three Hundred and Ten Dollars, the receipt whereof is hereby acknowledged, doth give, grant, bargain, sell, alien, remise, release, confirm, convey and confirm unto the said grantees and their heirs and assigns in fee simple, the lands situate in Clay County, State of Florida, described as follows:

"Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about one hundred feet distant from the J. T. & K. W. Railroad track, thence running North Eleven degrees (11) and

forty-five minutes (45) West Twelve Hundred and Eighty Feet to a stake, thence North Eighty-four degrees East Five Hundred and Fifty Feet to a stake, thence South Eleven Degrees and forty minutes East Fourteen hundred and thirty-six feet to the rim of Clay Branch, thence Westwardly along the run of Clay Branch to the place of beginning, containing twenty-seven acres, more or less, the same being in and being a part of Lot Number Ten (10) of the Travers Grant, Section Thirty-nine (39) in Township five (5) South, Range twenty-six East".

And also, "Beginning at the Southeast corner of what is known as the Morrison Lot, at a stake in what is known as Clay Branch about one hundred feet distant from the J. T. & K. W. Railway Track, thence running North Eleven degrees and forty-five minutes West, Twelve hundred and eighty feet to a stake, thence North eighty-four degrees East nine hundred and fifty feet to a stake, the starting point, thence running South Eleven degrees and forty-five minutes East fourteen hundred and thirty-six feet to a stake, at the run of Clay Branch, thence Easterly along the run of Clay Branch about two hundred and fifteen feet to a stake, thence North Eleven degrees and forty-five minutes West fifteen hundred and eighty feet to a stake, thence North eighty-four degrees West two hundred and nine feet to a stake, at the starting point of the lot hereby conveyed, the same containing seven acres, more or less. The same being in and being a part of Lot Number Ten (10) of the Travers Grant, Section Thirty-nine (39) in Township Five (5) South, of Range Twenty-six (26) East".

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantees, and their heirs and assigns in fee simple.

AND the said grantors, for themselves and for their heirs and legal representatives, covenant with said grantees and their heirs, legal representatives and assigns: That said grantors have indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantees, and their heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said grantors and their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantees, and their heirs, legal representatives and assigns, as may reasonably be required; and that said grantors doth hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors the day and year first above written.

Signed, Sealed and Delivered in the Presence of: J. P. Tillinghast (L. S.)

L. M. Baines 50¢ Federal stamp attached Sarah Tillinghast (L. S.)

Minnie L. Albritton 40¢ State Stamps attached

STATE OF FLORIDA,

COUNTY OF Duval

I HEREBY CERTIFY, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared J. P. Tillinghast and Sarah Tillinghast, his wife to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they have acknowledged then and there before me that they have executed said deed.

AND I FURTHER CERTIFY, That the said Sarah Tillinghast known to me to be the wife of the said J. P. Tillinghast on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Jacksonville this 4th day of June, A. D. 1940.

(Notarial Seal)

Lucile M. Baines  
Notary Public, State of Florida at Large, My Commission Expires  
Apr 9, 1942

Filed and recorded in Deed Book 238, page 314, this 6th day of June, A. D. 1940.

L. I. Ivy, Clerk

225

Box 982  
Dunn Cave Springs, Fla.



QUITCLAIM DEED - a. 115 No. 625

ROBERT POLK, the Quitclaimor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations in hand paid by Stanley R. Tillinghast, the Quitclaimee, of Clay County, Florida, hereby, on this) 31st day of December, A. D., 1965, quitclaim to the Quitclaimee, all of the interest of the Quitclaimor in the real property in Clay County, Florida, described as:

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about one hundred feet distant from the J. T. & K. W. Railway Track; thence running North 11 degrees and 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section Thirty-nine (39) Township 5, South Range 26 East.

And also, beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Track; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 303 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section 39, Township 5 South Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.  
SIGNED IN THE PRESENCE OF:

Wm. Polk      Robert B. Polk  
Henry Oliver      ROBERT POLK

STATE OF FLORIDA )  
COUNTY OF ORANGE )

I hereby certify that on this day, before me a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Robert Polk, to me known to be the person described as Quitclaimor, in and who executed the foregoing quitclaim deed, and acknowledged before me that said person executed that quitclaim deed.

I signed my hand and official seal in the county and state named above this 31st day of December, A. D., 1965.

William B. Gule  
NOTARY PUBLIC

66- 305  
FILE NO.  
OFFICIAL RECORDS NO. 115  
PAGE 25 RECORD VERIFIED

11:55 A 19 JAN '66

FILES AND RECORDS IN PUBLIC  
RECORDS OF CLAY  
Henry T. Smith  
CLERK



My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES APR. 10, 1967  
NOTARY PUBLIC

2,25

# Quit-Claim Deed

A. 121 PAGE 411

Made this 15 day of March, A. D. 1966, BETWEEN Robert B. Polk, surviving husband and sole heir of Marion T. Polk, Deceased, and also the residuary legatee of the Estate of Viola T. Hill, whose estate was probated in Orange County Courthouse 1956-64 in the County of Orange, State of Florida, part of the first part, and Sidney R. Tillinghast, P. O. Box 982, 401 Cypress Street, Green Cove Springs, State of Florida, part of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of Ten dollars and other valuable considerations Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents do here remise, release and quit-claim unto the said party of the second part, and his heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to-wit:

Beginning at the Southeast Corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about one hundred feet distance from the J. T. & K. W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section Thirty-nine (39) Township 5, South Range 26 East.

And also, beginning at the Southeast Corner of what is known as the Morrison Lot at a stake in what is known as Clay Branch about 100 feet distance from the J. T. & K. W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees and 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section Thirty-nine (39), Township 5 South Range 26 East.

The above being the same property described in deed recorded TO HAVE AND TO HOLD in and to said party of the first part, his heirs, successors and assigns forever, together with all and singular the appurtenances thereto in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal on the day and year first above written.

Signed and Sealed in Our Presence:

Wm. L. File 66-2250 Robert B. Polk SEAL  
Henry L. Laine Robert B. Polk SEAL  
C. M. B. Pate OFFICIAL RECORDS 127 SEAL  
FILED 1966 MAR 15 1966 SEAL

STATE OF FLORIDA

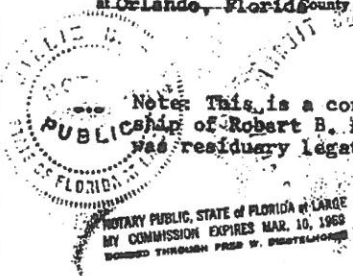
COUNTY OF ORANGE

Before me personally appeared Robert B. Polk, surviving husband and sole heir of Marion T. Polk, Deceased, and also residuary legatee of the Estate of Viola T. Hill, whose estate was probated in 1956, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of March, 1966, at Orlando, Florida County and State aforesaid.

Willie B. Pate  
Notary Public in and for the County and State Aforesaid.  
My Commission expires

Note: This is a corrective Quit-claim Deed to show the relationship of Robert B. Polk to Marion T. Polk, Deceased; Marion T. Polk was residuary legatee in the will of Viola T. Hill also Deceased.





2-2-1305

D.R. 144 PAGE 293

QUITCLAIM DEED

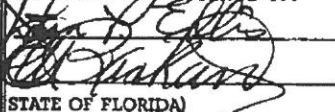
ALICE ELLIS <sup>WIDOW</sup> the Quitclaimor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration in hand paid by Sidney R. Tillinghast, the Quitclaimee, of Clay County, Florida, hereby on this 3rd day of August A. D., 1967, quitclaim to the Quitclaimee, all of the interest of the Quitclaimor in the real property in Clay County, Florida, described as:

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about one hundred feet distant from the J. T. & K. W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section Thirty-nine (39) Township 5, South Range 26 East.

And also, beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Track; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of Lot Ten (10) of the Travers Grant, Section 39, Township 5, South Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

SIGNED IN THE PRESENCE OF:

  
STATE OF FLORIDA)

  
ALICE ELLIS, <sup>WIDOW</sup>

SS.  
COUNTY OF ORANGE)

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared ALICE ELLIS, to me known to be the person described as Quitclaimor, in and who executed the foregoing quitclaim deed, and acknowledged before me and that said person executed that quitclaim deed.

Witness my hand and official seal in the county and state named above this 3 day of August A. D. 1967.

FILE NO. 67-3688  
OFFICIAL RECORDS NO. 144  
PAGE 293 RECORD VERIFIED

9:23 A-14 AUG '67

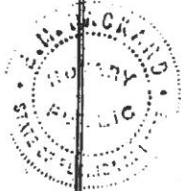
THE CLERK OF THE PUBLIC  
RECORDS OF CLAY COUNTY, FLA.

  
CLERK OF COURT

NOTARY PUBLIC

My commission expires 8-20-68

Notary Public  
My Commission Expires 8-20-68  
Signed by American Fidelity & Surety Co.



Prepared by: Evalena E. Hartzog

DEEDS FORM 2, 2-6

Manufactured and for sale by The H. & W. S. Devo Company  
Jacksonville, Florida

OF 191 PAGE 516

**Full-Claim Deed**, Executed this 14<sup>th</sup> day of FEBRUARY, A.D. 1970, by  
EVALENA E. HARTZOG and JOHN A. HARTZOG, her husband,  
✓ EVALENA E. HARTZOG

Residence: P. O. Box 494, Orange Park, Florida 32073

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context may require.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of Clay State of Florida, to-wit:

That part of Stafford Clark Subdivision of part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, EXCEPT parcels conveyed by deeds recorded in Deed Book "ZZ", P. 296; Deed Book 8, p. 281; Deed Book 0, p. 215; Deed Book 29, p. 136; Deed Book 35, p. 439; O.R. Book 60, p. 264; Deed Book 106, p. 448; O.R. Book 19, p. 444, and O. R. Book 134, p. 13.

This instrument is intended to cover lands more particularly described as: that parcel of land in Lot 10, Stafford Clark's Subdivision of Travers Grant, lying to the west of the property owned by J. T. Crawford, et ux, recorded in O.R. 42, p. 55, and running along the north boundary of the lands owned by the Henry F. McCarthy heirs and to the south of the land owned by William S. Adamson, as recorded in O. R. Book 60, p. 264.



70-768  
197  
70

**To Have and to Hold** the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Emily R. Thomas  
Robert L. Thomas

John A. Hartzog  
Evalena E. Hartzog

STATE OF FLORIDA,  
COUNTY OF Clay

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

EVALENA E. HARTZOG and JOHN A. HARTZOG

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

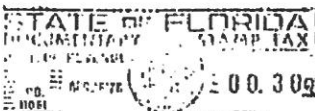
WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of FEBRUARY A.D. 1970

FEBRUARY

Robert L. Thomas

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 22, 1972  
NUMBER THROUGH PRES. W. D. BARNES

This deed was prepared by: Evalena E. Hartzog



This is a CORRECTIVE Quit-Claim Deed filed with the intention to correct the Quit-Claim Deed filed on February 18, 1970 in O.R. 191, page 516, Clay County

THIS QUIT-CLAIM DEED, Executed this 23rd day of April, A.D., 1976, by EVALENA E. HARTZOG and JOHN A. HARTZOG, her husband, first party, to EVALENA E. HARTZOG, whose postoffice address is P. O. Box 494, Orange Park, Florida 32073, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Clay, State of Florida, to-wit:

A portion of Lot 10, Stafford Clark Subdivision of Lot 10, Travers Grant, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to plat recorded in Plat Book 1 page 51, public records of Clay County, Florida, said lands herein described being a portion of the lands shown on said plat as being the "WILSON" lands, being more particularly described as follows:

Begin at the Southwest corner of Henry Branning lot as shown on aforementioned plat and run thence South 84°32' West a distance of 596 feet more or less to the Point of Beginning, said Point of Beginning being the Southeast corner of lands conveyed to J. T. Crawford in Official Records Book 42 page 55, public records of Clay County, Florida; from said Point of Beginning continue South 84°32' West a distance of 515.70 feet to a point; thence North 5°53' West a distance of 83.18 feet to a point in the South line of Lot 3, Stafford Clark Subdivision as shown on aforesaid plat, thence turn and run in an easterly direction along the South line of said Lot 3 to the Southeast corner thereof; thence turn and run North along the East line of said Lot 3, Stafford Clark Subdivision to the Northeast Corner thereof; thence turn and run East along the South line of Lot 9, Stafford Clark Subdivision to its intersection with the Westerly right of way line of State Road No. 15, U.S. Highway 17, thence turn and run South 17°03' East along said Westerly right of way line of said Road to its intersection with the North line of lands described in Official Records Book 42 page 55, of the public records of Clay County, Florida; thence South 79°39' West along the Northerly line of said lands to the Northwest corner thereof; thence South 4°10' East along the Westerly boundary of said lands described in Official Records Book 42 page 55 a distance of 425 feet to the Point of Beginning.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

FILE NO. 76-4114  
RECORDS NO. 173  
APR 26 10 15 AM '76  
STATE OF FLORIDA  
COUNTY OF CLAY  
EVALENA E. HARTZOG (L.S.)  
JOHN A. HARTZOG (L.S.)  
Kenneth W. Smith

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EVALENA E. HARTZOG and JOHN A. HARTZOG, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same. WITNESS my hand and official seal in the County & State last aforesaid this 23rd day of April, A.D. 1976.

Notary Public, State of Florida  
My Commission Expires 12-31-77  
Issued by American Title & Casualty Co.

Kenneth W. Smith

22 373 PAGE 508

580

This instrument was prepared by: Evalena Hartzog

QUIT-CLAIM DEED

727 1178

This is a CORRECTIVE Quit-Claim Deed filed with the intention to correct the Quit-Claim Deed filed on February 18, 1970 in O.R. 191, page 516, and the Corrective Quit-Claim Deed filed on April 23, 1976 in O.R. 373 at page 508, Clay County Public Records;

THIS INDENTURE, Made this 24th Day of May, A.D., 1983 by EVALENA E. HARTZOG and JOHN A. HARTZOG, her husband, first party, to EVALENA E. HARTZOG, whose postoffice address is P.O. Box 494, Orange Park, Florida 32067, second party;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part and her heirs, and assigns forever, all the right, title, interest, claim and parcel of land, situate, lying and being the County of Clay, State of Florida, to-wit:

A parcel of land situated in the Stafford Clark Subdivision (which is situated in Lot 10 of a subdivision of Section 39, Thomas Travers Grant, Township 5 South, Range 26 East, Clay County, Florida, as per map recorded in Deed Book "I", pages 624 and 625 of the public records of said county) according to Plat recorded in Plat Book 1, page 51 of said records; said parcel being more particularly described as follows:

Commence at the Southwest corner of Lot 14, according to said Plat Book 1, page 51; thence South 84 degrees 20 minutes 21 seconds West 596.00 feet to the point of beginning; thence South 84 degrees 22 minutes 56 seconds West 515.69 feet; thence North 06 degrees 01 minute 00 seconds West 84.18 feet to the South line of Lot 3 according to said Plat Book 1, page 51; thence on last said line North 83 degrees 59 minutes 00 seconds East 98.71 feet to the East line of said Lot 3; thence on last said line North 08 degrees 45 minutes 58 seconds West 400.46 feet to the South line of Lot 9 according to said Plat Book 1, page 51; thence on last said line North 83 degrees 59 minutes 00 seconds East 592.09 feet to the Westerly line of State Road No. 15 (U.S. Hwy. No. 17); thence on last said line South 17 degrees 12 minutes 15 seconds East 62.43 feet to the Northerly line of lands described in Official Records Book 251, page 152 of said public records; thence on last said line South 82 degrees 59 minutes 12 seconds West 129.62 feet to the Westerly line of lands described in said Official Records Book 251, page 152; thence on last said line and then on a Southerly prolongation thereof South 00 degrees 49 minutes 48 seconds East 425.00 feet to the point of beginning, being 5.34 acres more or less in area.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in

Charles R. Wagner  
Charles R. Wagner

Evalena E. Hartzog (L.S.)  
John A. Hartzog (L.S.)

STATE OF FLORIDA  
COUNTY OF CLAY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and Hartzog County, Florida, to take acknowledgments, the persons described in and who executed the foregoing instrument and they acknowledged the County Estate last executed this day of May, A.D., 1983.

FILE NO. 83-07802

OFFICIAL RECORDS NO. 22

PAGE 128

MAY 25 9 42 AM '83

FILED AND

REC'D





## Quit-Claim Deed

S68 - 651

870 - 503

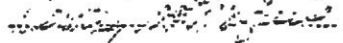
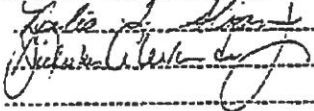
Made this Twenty-sixth day of April, A. D. 1985 BETWEEN

DOROTHY MCCARTHY MAGUIRE, a married woman,  
of the County of Lake, State of Florida, party of the first part, and

JOHN A. HARTZOG and EVALENA HARTZOG, husband and wife,

of the County of Clay, State of Florida, parties of the second part,  
WITNESSETH: that the said party of the first part, for and in consideration of the sum of  
TEN and NO/100 (\$10.00) Dollars,  
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has  
remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto  
the said parties of the second part, and their heirs, successors and assigns forever, the following de-  
scribed land, situate, lying and being in the County of Clay, State of Florida, to-wit:A portion of Lot 10, Stafford Clark Subdivision of Lot 10, Travers Grant, Section  
39, Township 5 South, Range 26 East, Clay County, Florida, according to plat  
recorded in Plat Book 1, page 51, public records of Clay County, Florida, said  
lands herein described being a portion of the lands shown on said plat as being  
the "WILSON" lands, being more particularly described as follows:Begin at the Southwest corner of Henry Branning lot as shown on aforementioned  
plat and run thence South 84 degrees 32 minutes West a distance of 396 feet more  
or less to the Point of Beginning, said Point of Beginning being the Southeast  
corner of lands conveyed to J. T. Crawford in Official Records Book 42, page 55,  
public records of Clay County, Florida; from said Point of Beginning continue  
South 84 degrees 32 minutes West a distance of 515.70 feet to a point; thence  
North 5 degrees 53 minutes West a distance of 83.18 feet to a point in the South  
line of Lot 3, Stafford Clark Subdivision as shown on aforesaid plat, thence turn  
and run in an easterly direction along the South line of said Lot 3 to the South-  
east corner thereof; thence turn and run North along the East line of said Lot 3,  
Stafford Clark Subdivision to the Northeast Corner thereof; thence turn and run  
East along the South line of Lot 9, Stafford Clark Subdivision to the intersection  
with the Westerly right-of-way line of State Road No. 15, U. S. Highway 17, thence  
turn and run South 17 degrees 03 minutes East along said Westerly right-of-way  
line of said Road to its intersection with the North line of lands described in

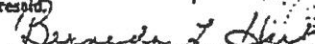
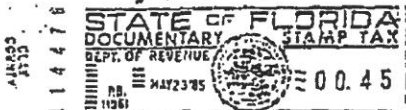
(CONTINUED ON BACK)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belong-  
ing or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of  
the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
said parties of the second part, their heirs, successors and assigns forever.In Witness Whereof, the said party of the first part has hereunto set her hand and  
seal the day and year first above written.  
Signed and Sealed in Our Presence: SEAL SEAL SEAL SEAL

STATE OF FLORIDA

COUNTY OF LAKE

Before me personally appeared DOROTHY MCCARTHY MAGUIRE, a married woman,

and known to me to be the individual described in and who executed the foregoing instrument, and acknowl-  
edged to and before me that she executed the same for the purposes therein expressed.WITNESS my hand and official seal this 26th day of April, 1985,  
at Lake, County and State aforesaid.  
Notary Public in and for the County and State Aforesaid.  
My Commission expiresNotary Public, State of Florida  
My Commission Expires Sept. 18, 1988PREPARED BY AND RETURN TO:  
J. Nicholas Alexander, Jr., Esquire  
265 Stiles Avenue  
Orange Park, Florida 32073

652  
879

870 504 868 652

Official Records Book 42, page 55, of the public records of Clay County, Florida; thence South 79 degrees 39 minutes West along the Northerly line of said lands to the Northwest corner thereof; thence South 4 degrees 10 minutes East along the Westerly boundary of said lands described in Official Records Book 42, page 55 a distance of 425 feet to the Point of Beginning.

FILE NO. 85-10259

OFFICIAL RECORDS NO. 868

PAGE 257

MAY 24 11 56 AM '85

FILED AND RECORDED IN PUBLIC RECORDS  
CLAY COUNTY, FLORIDA  
CLERK OF COURT



FILE NO. 85-10879  
OFFICIAL RECORDS NO. 870  
PAGE 23 REC'DC VERIFIED

JUN 4 3 29 PM '85  
FILED AND RECORDED IN PUBLIC RECORDS  
CLAY COUNTY, FLORIDA  
CLERK OF COURT



65201

+ 868 652

Official Records Book 42, page 55, of the public records of Clay County, Florida; thence South 79 degrees 39 minutes West along the Northarly line of said lands to the Northwest corner thereof; thence South 4 degrees 10 minutes East along the Westerly boundary of said lands described in Official Records Book 42, page 55 a distance of 425 feet to the Point of Beginning.

FILE NO. 55-10259

OFFICIAL RECORDS NO. 808

PAGE 65

MAY 24 11 56 AM '85

CLAY COUNTY, FLORIDA  
CLERK OF THE COURT





900  
45

FINANCIAL

# Quit-Claim Deed

868 653

Made this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1985 BETWEEN  
ANNETTE ARMSTRONG, a single woman,  
of the County of Duval, State of Florida, part y of the first part, and  
JOHN A. HARTZOG and EVALENA HARTZOG, husband and wife,

of the County of Clay, State of Florida, parties of the second part.  
WITNESSETH: that the said part y of the first part, for and in consideration of the sum of  
TEN and NO/100 (\$10.00) Dollars,  
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has  
remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto  
the said parties of the second part, and their heirs, successors and assigns forever, the following de-  
scribed land, situate, lying and being in the County of Clay, State of Florida, to-wit:

A portion of Lot 10, Stafford Clark Subdivision of Lot 10, Travers Grant, Section  
39, Township 5 South, Range 26 East, Clay County, Florida, according to plat  
recorded in Plat Book 1, page 51, public records of Clay County, Florida, said  
lands herein described being a portion of the lands shown on said plat as being  
the "WILSON" lands, being more particularly described as follows:

Begin at the Southwest corner of Henry Branning lot as shown on aforementioned  
plat and run thence South 84 degrees 32 minutes West a distance of 596 feet more  
or less to the Point of Beginning, said Point of Beginning being the Southeast  
corner of lands conveyed to J. T. Crawford in Official Records Book 42, page 55,  
public records of Clay County, Florida; from said Point of Beginning continue  
South 84 degrees 32 minutes West a distance of 515.70 feet to a point; thence  
North 5 degrees 53 minutes West a distance of 83.18 feet to a point in the South  
line of Lot 3, Stafford Clark Subdivision as shown on aforesaid plat, thence turn  
and run in an easterly direction along the South line of said Lot 3 to the  
Southeast corner thereof; thence turn and run North along the East line of said  
Lot 3, Stafford Clark Subdivision to the Northeast Corner thereof; thence turn  
and run East along the South line of Lot 9, Stafford Clark Subdivision to the  
intersection with the Westerly right-of-way line of State Road No. 15, U. S.  
Highway 17, thence turn and run South 17 degrees 03 minutes East along said  
Westerly right-of-way line of said Road to its intersection with the North line  
(CONTINUED ON BACK)

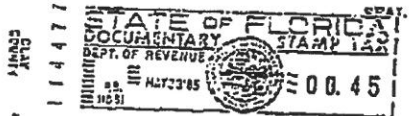
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belong-  
ing or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of  
the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
said parties of the second part, their heirs, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set hand and  
seal the day and year first above written.

Signed and Sealed in Our Presence:  
*[Signature]*  
*[Signature]*

*[Signature]* SEAL  
SEAL

STATE OF FLORIDA  
COUNTY OF *Duval*



Before me personally appeared ANNETTE ARMSTRONG, a single woman,

and known to me to be the individual described in and who executed the foregoing instrument, and acknowl-  
edged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 9 day of May, 1985  
at *Duval*, County and State aforesaid.

*[Signature]*  
Notary Public in and for the County and State aforesaid.  
My Commission expires

PREPARED BY AND RETURN TO:  
J. Nicholas Alexander, Jr., Esquire  
265 Stiles Avenue  
Orange Park, Florida 32073

10260

868 654

of lands described in Official Records Book 42, page 55, of the public records of Clay County, Florida; thence South 79 degrees 39 minutes West along the Northerly line of said lands to the Northwest corner thereof; thence South 4 degrees 10 minutes East along the Westerly boundary of said lands described in Official Records Book 42, page 55 a distance of 425 feet to the Point of Beginning.

FILE NO. 85-10260

OFFICIAL RECORDS NO. 88

PAGE 68

MAY 24 11 56 AM '67

CLAY COUNTY, FLORIDA

*Long*

CLERK



900  
45

FINANCIAL (1911) 1-2 6221

# Quit-Claim Deed

868 653

870 505

Made this Ninth day of May, A. D. 1985, BETWEEN  
ANNETTE ARMSTRONG, a single woman,  
of the County of Duval, State of Florida, part y of the first part, and  
JOHN A. HARTZOG and EVALENA HARTZOG, husband and wife,

of the County of Clay, State of Florida, parties of the second part,  
WITNESSETH: that the said part y of the first part, for and in consideration of the sum of  
TEN and NO/100 (\$10.00) Dollars,  
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has  
remised, released and quit-claimed, and by these presents do as remise, release and quit-claim unto  
the said parties of the second part, and their heirs, successors and assigns forever, the following de-  
scribed land, situate, lying and being in the County of Clay, State of Florida, to-wit:

A portion of Lot 10, Stafford Clark Subdivision of Lot 10, Travers Grant, Section  
39, Township 3 South, Range 26 East, Clay County, Florida, according to plat  
recorded in Plat Book 1, page 51, public records of Clay County, Florida, said  
lands herein described being a portion of the lands shown on said plat as being  
the "WILSON" lands, being more particularly described as follows:

Begin at the Southwest corner of Henry Branning lot as shown on aforementioned  
plat and run thence South 84 degrees 32 minutes West a distance of 596 feet more  
or less to the Point of Beginning, said Point of Beginning being the Southeast  
corner of lands conveyed to J. T. Crawford in Official Records Book 42, page 53,  
public records of Clay County, Florida; from said Point of Beginning continue  
South 84 degrees 32 minutes West a distance of 515.70 feet to a point; thence  
North 5 degrees 53 minutes West a distance of 83.18 feet to a point in the South  
line of Lot 3, Stafford Clark Subdivision as shown on aforesaid plat, thence turn  
and run in an easterly direction along the South line of said Lot 3 to the  
Southeast corner thereof; thence turn and run North along the East line of said  
Lot 3, Stafford Clark Subdivision to the Northeast Corner thereof; thence turn  
and run East along the South line of Lot 9, Stafford Clark Subdivision to the  
intersection with the Westerly right-of-way line of State Road No. 15, U. S.  
Highway 17, thence turn and run South 17 degrees 03 minutes East along said  
Westerly right-of-way line of said Road to its intersection with the North line  
(CONTINUED ON PAGE 2)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belong-  
ing or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of  
the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
said parties of the second part, their heirs, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set hand and  
seal the day and year first above written.  
Signed and Sealed in Our Presence:

*Claudia H. H. H.*  
*George H. H.*

*Arnette Armstrong* SEAL  
SEAL

STATE OF FLORIDA

COUNTY OF *Duval*

Before me personally appeared ANNETTE ARMSTRONG, a single woman,

and she acknowledged to me to be the individual described in and who executed the foregoing instrument, and acknowl-  
edged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 9 day of May, 19 85,  
at *Duval* County and State aforesaid.

*Loretta H. H.*  
Notary Public in and for the County and State aforesaid.  
My Commission expires



PREPARED BY AND RETURN TO: J. Nicholas Alexander, Jr., Esquire  
265 Stiles Avenue  
Orange Park, Florida 32073

888  
109681

870 506 868 654

of lands described in Official Records Book 42, page 55, of the public records of Clay County, Florida; thence South 79 degrees 39 minutes West along the Northerly line of said lands to the Northwest corner thereof; thence South 4 degrees 10 minutes East along the Westerly boundary of said lands described in Official Records Book 42, page 55 a distance of 425 feet to the Point of Beginning.

FILE NO. 85-10260

OFFICIAL RECORDS NO. 868

PAGE 63

MAY 24 11 56 AM '85

FILED AND RECORDED IN PUBLIC RECORDS  
CLAY COUNTY, FLORIDA  
JAMES A. LAMBERT  
CLERK OF CIRCUIT COURT



FILE NO. 85-10380  
OFFICIAL RECORDS NO. 870  
PAGE 525

JUN 4 3 29 PM '85

FILED AND RECORDED IN PUBLIC RECORDS  
CLAY COUNTY, FLORIDA  
JAMES A. LAMBERT  
CLERK OF CIRCUIT COURT





Prepared by and Return to:  
J. Nicholas Alexander, Jr.  
Attorney at Law  
265 Stiles Avenue  
Orange Park, FL 32073

# Quit-Claim Deed

D.P. 872 PAGE 12

Made this FIFTH day of JUNE, A. D. 1985 BETWEEN  
DOROTHY MCCARTHY MAGUIRE, a married woman,  
of the County of Lake, State of Florida, party of the first part, and  
JOHN A. HARTZOG and EVALENA HARTZOG, husband and wife,  
of the County of Clay, State of Florida, parties of the second part,  
WITNESSETH: that the said party of the first part, for and in consideration of the sum of  
TEN and NO/100 (\$10.00) Dollars,  
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has  
remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto  
the said parties of the second part, and their heirs, successors and assigns forever, the following de-  
scribed land, situate, lying and being in the County of Clay, State of Florida, to-wit:

ALL OF LOT 11, Stafford Clark Subdivision, lying southerly of State Road 315  
according to Plat thereof recorded in Plat Book 1, page 51, of the Public Records  
of Clay County, Florida.

This property is also described on the Clay County Tax Rolls as Part of Lot 11  
Clark's S/D of Lot 10 Traver's Grant as recorded in Deed Book 31, page 225, ex  
parcels sold.

85-11367



FILE NO.  
OFFICIAL RECORDS NO. 872  
PAGE 12 REC'D VERIFIED  
JUN 11 10 52 AM '85  
FILED AND RECORDED IN PLAT  
RECORDS OF CLAY COUNTY, FLORIDA  
CLERK & ACCT. CRYPT



TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belong-  
ing or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of  
the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
said parties of the second part, their heirs, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set her hand and  
seal the day and year first above written.  
Signed and Sealed in Our Presence:

*Notary Public*  
*Dorothy L. Fairbanks*  
*Dorothy L. Fairbanks*

*Dorothy McCarthy Maguire* SEAL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SEAL

STATE OF FLORIDA  
COUNTY OF Lake

Before me personally appeared... DOROTHY MCCARTHY, MAGUIRE, a married woman...

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of June  
at Lake, County and State aforesaid.

Notary Public, State of Florida  
My Commission Expires May 17, 1988  
Issued This 1st Day of January, 1985

*Notary Public*  
*Notary Public in and for the County and State Aforesaid*  
My Commission expires



500  
24  
Form 170  
Prepared by and Return to:  
J. Nickolas Alexander, Jr.  
Attorney at Law  
265 Stiles Avenue  
Orange Park, FL 32073

FINANCIAL RECORDS

# Quit-Claim Deed

D.P. 872 PAGE 13

Made this Fourth day of June, A. D. 1985 BETWEEN

ANNETTE ARMSTRONG, a single woman,  
of the County of Duval, State of Florida, party of the first part, and

JOHN A. HARTZOG and EVALENA HARTZOG, husband and wife,  
of the County of Clay, State of Florida, parties of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of  
TEN and NO/100 (\$10.00) Dollars,  
in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has  
remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto  
the said parties of the second part, and their heirs, successors and assigns forever, the following des-  
cribed land, situate, lying and being in the County of Clay, State of Florida, to-wit:

ALL OF LOT 11, Stafford Clark Subdivision, lying southerly of State Road 315  
according to Plat thereof recorded in Plat Book 1 page 51 of the Public Records  
of Clay County, Florida.

This property is also described on the Clay County Tax Rolls as Part of Lot 11  
Clark's S/D of Lot 10 Traver's Grant as recorded in Deed Book 31, page 225, ex  
parcels sold.



FILE NO. 85-11368  
OFFICIAL RECORDS NO. 872  
PAGE 13 REC-RC VERIFIED  
JUN 11 10 52 AM '85  
FILED AND RECORDED IN PUBLIC RECORDS  
CLAY COUNTY, FLORIDA



TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belong-  
ing or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of  
the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the  
said parties of the second part, their heirs, successors and assigns forever.  
In Witness Whereof, the said party of the first part has hereunto set her hand and  
seal the day and year first above written.  
Signed and Sealed in Our Presence:

*Dorothy L. Gainer*  
*John A. Hartzog*

*Annette Armstrong* SEAL  
ANNETTE ARMSTRONG SEAL  
SEAL  
SEAL

STATE OF FLORIDA  
COUNTY OF *Duval*

Before me personally appeared *ANNETTE ARMSTRONG*, a single woman,

and known to me to be the individual described in and who executed the foregoing instrument, and acknowl-  
edged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this *4th* day of *June*  
at *Duval* County and State aforesaid.

Notary Public in and for the County and State aforesaid.  
My Commission expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 1, 1985



Instrument Was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & BUCKINGHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

9<sup>th</sup>  
150  
165<sup>00</sup>

WARRANTY DEED

569A 1141 PAGE 033

THIS INDENTURE, Made this 1<sup>st</sup> day of April, 1988, between Evalena Hartzog, the unmarried widow of John A. Hartzog, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan B. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, 32207, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

See Exhibit "A" attached hereto

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

Thomas C. Turner

Evalena Hartzog  
Evalena Hartzog

Linda M. Clay

STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared Evalena Hartzog, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 2<sup>nd</sup> day of April, 1988.

Linda M. Clay  
Notary Public, County and State Aforesaid

My Commission expires:

Notary Public, State of Florida  
My Commission Expires Feb. 14, 1993  
Bonded thru National Surety Co. of Hartford

157871  
165.00

A part of Lot 11, Stafford Clark Subdivision, according to map recorded in Plat Book 1, page 51, of the public records of Clay County, Florida, and being more particularly described as follows:

Commence at an iron pipe at the Southeast corner of said Stafford Clark Subdivision, said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision, being also the West line of the Travers Grant, Section 39, Township 5 South, Range 26 East, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43 West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly and having a radius of 2831.79 feet; an arc distance of 295.12 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence continue along said Southerly line of said County Road No. C-315, along and around last said curve, an arc distance of 137.37 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 83°13'04" East, 137.35 feet; thence continue along said Southerly right of way line South 81°49'41" East, 585.76 feet to the South line of said Lot 11; thence on last said line South 84°51'58" West, 703.06 feet to the West line of said Lot 11; thence on last said line North 05°36'58" West, 163.18 feet to the Point of Beginning, containing 1.34 acres, more or less.

FILE NO. 88-09618  
OFFICIAL REC. CL. NO. 1141  
PA 33

APR 22 10 56 AM '88





128  
55

QUITCLAIM DEED

1147 PAGE 284

ARETHA BELL HILL NORWOOD, of P. O. Box 35, Winter Park, Florida 32789, the QUITCLAIMOR, in consideration of the sum of Ten Dollars and other valuable considerations received from SIDNEY R. TILLINGHAST, the QUITCLAIREE, whose mailing address is 626 West Washington Street, Orlando, Florida 32801, hereby on this 21st day of December, 1987, quitclaims to the QUITCLAIREE all of the interest of the QUITCLAIMOR in the real property in CLAY County, Florida, described as:

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Tracks; thence running North 11°45' West 1280 feet to a stake; thence North 84° East 950 feet to a stake; thence South 11°40' East 1436 feet to the run of Clay Branch; thence westwardly along the run of Clay Branch to the POINT OF BEGINNING; containing 27 acres, more or less; the same being in and being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

AND ALSO:

Beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Track; thence running North 11°45' West 1280 feet to a stake; thence North 84° East 950 feet to a stake the starting point; thence running South 11°45' East 1436 feet to a stake at the run of Clay Branch; thence easterly along the run of Clay Branch about 215 feet to a stake; thence North 11°45' West 1580 feet to a stake; thence North 84° West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres, more or less. The same being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above-described land being the same as is described in Deed Book 38, page 314, public records of Clay County, Florida.

BE IT KNOWN that the QUITCLAIMOR in this deed is one of six residuary legatees named in the Last Will and Testament of Viola T. Hill, deceased, which WILL was probated in the County Court of Orange County, Florida in 1956, said QUITCLAIMOR being named in said WILL as Aretha Bell Hill, and that the QUITCLAIMOR accepts the consideration paid to her for this deed in full satisfaction of all claims she may now or hereafter have as such residuary legatee.

*Aretha Bell Hill Norwood*  
Aretha Bell Hill Norwood

Signed in the presence of:

88-11952

*Sandra L. Abbott*  
*Nancy L. Parden*

FILED  
OFFICIAL RECORDS NO. 1147  
PAGE 284

This instrument was prepared by:  
THOMAS J. RIVERS, Attorney  
Green Cove Springs, Florida

STATE OF FLORIDA )  
COUNTY OF ORANGE )

MAY 25 12 14 PM '88

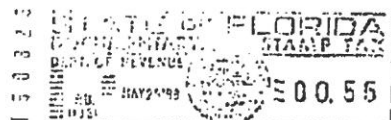


I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ARETHA BELL HILL NORWOOD, to me known to be the person described as QUITCLAIMOR in and who executed the foregoing quitclaim deed, and acknowledged before me that she executed that quitclaim deed.

WITNESS my hand and official seal in the County and State named above on this 21 day of Dec., 1987.

*Nancy L. Parden*  
Notary Public, State of Florida.  
My commission expires

Att. State of Florida  
in Expires March 2, 1989  
Five Year - Automatic, Inc.



LAWYERS TITLE INSURANCE CORP.  
P.O. BOX 1333  
GREEN COVE SPRINGS, FL 32043

RAK

55-158

QUITCLAIM DEED

1147 PAGE 285

J. P. ELLIS, JR., also known as John P. Ellis II, of 121 North Moore Road, Chattanooga, Tennessee 37411, the QUITCLAIMOR, in consideration of the sum of One Thousand Dollars received from SIDNEY R. TILLINGHAST, the QUITCLAIMEE, whose mailing address is 626 West Washington Street, Orlando, Florida 32801, hereby, on this 20th day of January, 1988, quitclaims to the QUITCLAIMEE all of the interest of the QUITCLAIMOR in the real property in Clay County, Florida, described as:

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about 100 feet distant from the J.T. & K.W. Railway Tracks; thence running North 11°45' West 1280 feet to a stake; thence North 84° East 950 feet to a stake; thence South 11°40' East 1436 feet to the run of Clay Branch; thence westwardly along the run of Clay Branch to the point of beginning; containing 27 acres, more or less; the same being in and being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

AND ALSO:

Beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay Branch about 100 feet distant from the J.T. & K.W. Railway track; thence running North 11°45' West 1280 feet to a stake; thence North 84° East 950 feet to a stake, the starting point; thence running South 11°45' East 1436 feet to a stake at the run of Clay Branch; thence easterly along the run of Clay Branch about 215 feet to a stake; thence North 11°45' West 1580 feet to a stake; thence North 84° West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres, more or less. The same being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

All of the above-described land being the same as is described in Deed Book 38, page 314, public records of Clay County, Florida.

BE IT KNOWN that the QUITCLAIMOR in this deed is one of six residuary legatees named in the Last Will and Testament of Viola T. Hill, deceased, which will was probated in the County Court of Orange County, Florida in the year 1956, and that the QUITCLAIMOR accepts the consideration paid to him for this deed in full satisfaction of all claims he may now or hereafter have as such residuary legatee in the above-described land.

LAWYERS TITLE INSURANCE CORP.  
P. O. BOX 1333  
GREEN COVE SPRINGS, FL 32048

RAL

Signed in the presence of:

Elizabeth P. Scott  
Cherene Moss

88-11953

FILE NO. 88-11953  
OFFICIAL RECORDS NO. 1147  
PAGE 285

This Instrument Was Prepared By:  
THOMAS J. RIVERS, Attorney  
Green Cove Springs, Florida

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

MAY 25 12 14 PM '88



I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above, to take acknowledgments, personally appeared J.P. ELLIS, JR., to me known to be the person described as QUITCLAIMOR in and who executed the foregoing quitclaim deed, and acknowledged before me that he executed that quitclaim deed.

WITNESS my hand and official seal in the State and County named above on this

20th day of January, 1988.

Notary Public, Hamilton County, Tennessee

My commission expires 3/7/95

CLAY COUNTY  
158824  
STATE OF FLORIDA  
DOCUMENTARY  
DEPT. OF REVENUE  
STAMP TAX  
00.55  
MAY 25 1988

Return to: (enclose self-addressed stamped envelope)

QUIT-CLAIM DEED

RAMCO FORM 6

Address:

This instrument Prepared by:

JOHN C. MANSON  
ATTORNEY AT LAW  
406 - 13th STREET, WEST  
BRADENTON, FLORIDA 34205

1147 PAGE 287

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Quit-Claim Deed**, Executed this 20th day of April, A. D. 19 88, by

SARAH KING

first party, to

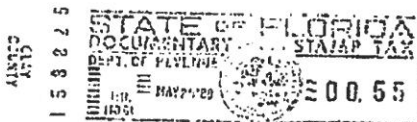
THOMAS C. TURNER and SUSAN B. TURNER, his wife,  
whose postoffice address is 1111 Brookwood Road,  
Jacksonville, FL 32207

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ 10.00-----  
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-  
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which  
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being  
in the County of Clay State of Florida to-wit:

Description attached



Grantor warrants that she has not conveyed any interest in the  
lands or personally encumbered the same.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-  
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said  
second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year  
first above written.

Signed, sealed and delivered in presence of:

Sue G. D. Miller

Sarah King  
Sarah King

L.S.

Mary C. Miller

L.S.

STATE OF FLORIDA,  
COUNTY OF Manatee }

I HEREBY CERTIFY that on this day, before me, an  
officer duly authorized in the State aforesaid and in the County aforesaid, personally appeared

Sarah King

to me known to be the person described in and who executed the foregoing instrument and she acknowledged  
before me that she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of  
April A. D. 19 88.

My commission expires: 2/28/89

(Seal)

Notary Public

RAY  
LAWYERS TITLE INSURANCE CORP.  
P. O. BOX 1323  
GREEN COVE SPRINGS, FL 32013

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Tracks; thence running North 11°45' West 1200 feet to a stake; thence North 84° East 950 feet to a stake; thence South 11°40' East 1436 feet to the run of Clay Branch; thence westwardly along the run of Clay Branch to the POINT OF BEGINNING; containing 27 acres, more or less; the same being in and being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

AND ALSO, beginning at the Southeast corner of what is known as the Morrison Lot at a stake in what is known as Clay Branch about 100 feet distant from the J. T. & K. W. Railway Track; thence running North 11°45' West 1280 feet to a stake; thence North 84° East 950 feet to a stake the starting point; thence running South 11°45' East 1436 feet to a stake at the run of Clay Branch; thence easterly along the run of Clay Branch about 215 feet to a stake; thence North 11°45' West 1580 feet to a stake; thence North 84° West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres, more or less. The same being a part of Lot 10 of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above-described land is the same as is described in Deed Book 38, page 314, public records of Clay County, Florida.

88-11955

FILE NO. 1147  
OFFICIAL RECORDS NO. 287  
JUL 25 12 14 PM '88



This Instrument Was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & BUCKINGHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

9<sup>00</sup>  
550

QUIT CLAIM DEED

560# 1147 PAGE 289

Please Record and Return To:  
TURNER, FORD & BUCKINGHAM, P.A.  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

THIS INDENTURE, Made this 25<sup>th</sup> day of May, 1988, between Sidney R. Tillinghast, conveying property not his homestead, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan R. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said parties of the second part, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

Dawn Barton  
Sharon D. Hunter

Sidney R. Tillinghast  
Sidney R. Tillinghast

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared Sidney R. Tillinghast, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25<sup>th</sup> day of May, 1988.

Sharon D. Hunter  
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 15, 1991

158320

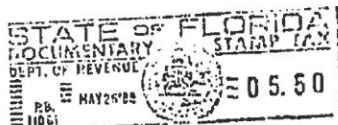




EXHIBIT "A"

Beginning at the Southeast corner of what is known as the Morrison Lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railroad track, thence running North 11°45' West, 1280 feet to a stake; thence North 84° East, 950 feet to a stake, thence South 11°40' East, 1436 feet to the run of Clay Branch; thence Westwardly along the run of Clay Branch to the place of beginning, containing twenty-seven acres, more or less, the same being in and being a part of Lot Number Ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

AND ALSO:

Beginning at the Southeast corner of what is known as the Morrison Lot, at a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11°45' West, 1280 feet to a stake; thence North 84° East, 950 feet to a stake, the starting point; thence running South 11°45' East, 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11°45' West, 1580 feet to a stake; thence North 84° West, 209 feet to a stake at the starting point of the lot hereby conveyed, the same containing seven acres, more or less. The same being in and being a part of Lot Number Ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

FILE NO. 88-11956  
OFFICIAL RECORDS NO. 1147  
PL. 289  
MAY 25 12 15 PM '88



This Instrument Was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & DUCKINHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

900  
150  
550

QUIT CLAIM DEED

BOOK 1147 PAGE 291

Please Record and Return To:  
TURNER, FORD & DUCKINHAM, P.A.  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

THIS INDENTURE, Made this 25th day of May, 1988, between Sidney R. Tillinghast, conveying property not his homestead, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan R. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said parties of the second part, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

Dean Butler  
Shari S. Hunter

Sidney R. Tillinghast  
Sidney R. Tillinghast

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared Sidney R. Tillinghast, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of May, 1988.

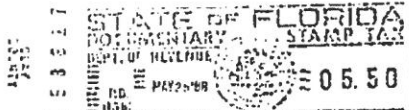
Shari S. Hunter  
Notary Public, County and State aforesaid

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 15, 1991

LAWYERS TITLE INSURANCE CORP.  
P. O. BOX 1331  
GREEN COVE SPRINGS, FL 32043

R.H.



## EXHIBIT "A"

1147 PAGE 292

A part of Lot 11, Stafford Clark Subdivision, according to map recorded in Plat Book 1, page 51, of the public records of Clay County, Florida, and being more particularly described as follows:

Commence at an iron pipe at the Southeast corner of said Stafford Clark Subdivision, said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision, being also the West line of the Travers Grant, Section 39, Township 5 South, Range 26 East, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43 West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly and having a radius of 2831.79 feet; an arc distance of 295.12 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence continue along said Southerly line of said County Road No. C-315, along and around last said curve, an arc distance of 137.37 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 83°13'04" East, 137.35 feet; thence continue along said Southerly right of way line South 81°49'41" East, 585.76 feet to the South line of said Lot 11; thence on last said line South 84°51'58" West, 703.06 feet to the West line of said Lot 11; thence on last said line North 05°36'58" West, 163.18 feet to the Point of Beginning, containing 1.34 acres, more or less.

88-11957

FILE NO. 88-11957  
OFFICIAL RECORDS NO. 1147

PL 291

MAY 25 12 35 PM '88



This Instrument Was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & DUCKINGHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

960  
150 75  
1443

WARRANTY DEED

1147 PAGE 293

Please Record and Return To:  
TURNER, FORD & DUCKINGHAM, P.A.  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

THIS INDENTURE, Made this 25<sup>th</sup> day of May, 1988, between Sidney R. Tillinghast, conveying property not his homestead, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan B. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, all right title and interest of the party of the first part, being an undivided eighty-three and one-third percent (83-1/3%) interest in the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

Dean Barton  
Shari D. Hunter

Sidney R. Tillinghast  
Sidney R. Tillinghast

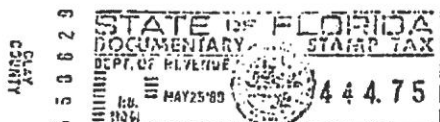
STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared Sidney R. Tillinghast, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25<sup>th</sup> day of May, 1988.

Shari D. Hunter  
Notary Public, County and State aforesaid.

My Commission expires:



Notary Public, State of Florida at Large  
My Commission Expires July 15, 1991



A part of Lot 10, Travers Grant, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to map recorded in Deed Book "I", pages 624 and 625, of the public records of said County, and being more particularly described as follows:

Commence at an iron pipe at the Southeast corner of Stafford Clark Subdivision according to map recorded in Plat Book 1, page 51, of said public records; said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision, being also the West line of the aforesaid Travers Grant, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43" West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly, having a radius of 2831.79 feet, an arc distance of 295.12 feet, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence South 05°36'58" East, 163.18 feet to the Point of Beginning; thence North 84°51'58" East, 703.06 feet to a point on the aforesaid Southerly line of County Road No. C-315; thence along the last said line the following two courses and distances: (1) South 81°49'41" East, 16.98 feet; (2) South 43°13'52" East, 101.74 feet to a point on the Southwesterly line of State Road No. 15 (U.S. Highway No. 17); thence Southeasterly along last said line the following five courses and distances: (1) South 16°46'11" East, 172.31 feet; (2) North 73°13'49" East, 12.00 feet; (3) South 16°46'11" East, 69.75 feet; (4) along and around a curve to the left, concave Northwesterly, having a radius of 5861.58 feet, an arc distance of 1068.62 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°59'33" East, 1067.14 feet; (5) South 27°12'55" East, 261.40 feet; thence South 12°01'11" East, 37.7 feet, more or less, to the centerline of Clay Branch; thence Northwesterly along said centerline and following the meanderings thereof 1675 feet, more or less, to a point that bears South 05°36'58" East, 1008 feet, more or less from the Point of Beginning; thence North 05°36'58" West, 1008 feet, more or less, to the Point of Beginning, containing 29 acres, more or less.

FILE NO. 88-11958  
OFFICIAL RECORDS NO. 1147  
PAGE 293  
MAY 25 12 15 PM '88





This instrument was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & BUCKINGHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

1204 PAGE 690

BOOK 1147 PAGE 293

WARRANTY DEED

THIS INDENTURE, Made this 25<sup>th</sup> day of May, 1988, between Sidney R. Tillinghast, conveying property not his homestead, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan B. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, all right title and interest of the party of the first part, being an undivided eighty-three and one-third percent (83-1/3%) interest in the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

Dean Barten

Sidney R. Tillinghast  
Sidney R. Tillinghast

Shari B. Hunter

\*\* THIS WARRANTY DEED IS BEING RE-RECORDED TO CORRECT A CLERICAL ERROR IN THE LEGAL DESCRIPTION, CHANGING THE WORD "SOUTHEAST" TO "SOUTHWEST" IN THE FIFTH LINE OF EXHIBIT "A".

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared Sidney R. Tillinghast, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 25<sup>th</sup> day of May, 1988.

Shari B. Hunter  
Notary Public, County and State aforesaid

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 15, 1992



Please Record and Return to:  
TURNER, FORD & BUCKINGHAM, P.A.  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

LIVINGS TITLE INSURANCE CORP.  
P. O. BOX 1333  
GREEN COVE SPRINGS, FL 32043

RAC

A part of Lot 10, Travers Grant, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to map recorded in Deed Book "I", pages 624 and 625, of the public records of said County, and being more particularly described as follows:

Southwest  
Commence at an iron pipe at the ~~Southwest~~ corner of Stafford Clark Subdivision according to map recorded in Plat Book 1, page 51, of said public records; said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision, being also the West line of the aforesaid Travers Grant, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43" West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly, having a radius of 2831.79 feet, an arc distance of 295.12 feet, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence South 05°36'58" East, 163.18 feet to the Point of Beginning; thence North 84°51'58" East, 703.06 feet to a point on the aforesaid Southerly line of County Road No. C-315; thence along the last said line the following two courses and distances: (1) South 81°49'41" East, 16.98 feet; (2) South 43°13'52" East, 101.74 feet to a point on the Southwesterly line of State Road No. 15 (U.S. Highway No. 17); thence Southeasterly along last said line the following five courses and distances: (1) South 16°46'11" East, 172.31 feet; (2) North 73°13'49" East, 12.00 feet; (3) South 16°46'11" East, 69.75 feet; (4) along and around a curve to the left, concave Northwesterly, having a radius of 5861.58 feet, an arc distance of 1068.62 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°59'33" East, 1067.14 feet; (5) South 27°12'55" East, 261.40 feet; thence South 12°01'11" East, 37.7 feet, more or less, to the centerline of Clay Branch; thence Northwesterly along said centerline and following the meanderings thereof 1675 feet, more or less, to a point that bears South 05°36'58" East, 1008 feet, more or less from the Point of Beginning; thence North 05°36'58" West, 1008 feet, more or less, to the Point of Beginning, containing 29 acres, more or less.

FILE NO. 88-11958  
OFFICIAL RECORDS NO. 1147  
PAGE 294

MAY 25 12 15 PM '88

RECORDED IN CLAY COUNTY, FLA.  
By *George W. Smith*  
CLERK OF CIRCUIT COURT



STATE OFFENDER  
COUNTY OF CLAY  
THIS INSTRUMENT FILED AND  
ON MAY 25 1988 AT 11:00 AM BY  
NOTARY PUBLIC  
JAMES M. NEENE, CLERK OF CIRCUIT COURT  
BY *James M. Neene* DEPUTY CLERK

89-86703

1185 PAGE 164

**This Quit-Claim Deed, Executed this 29<sup>th</sup> day of September, A. D. 1988, by**

**Donald Williams**

first party, to **Sidney R. Tillinghast**

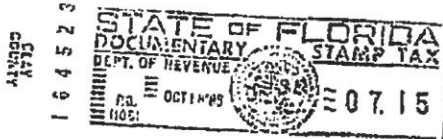
whose postoffice address is **626 W. Washington Street, Orlando, Florida 32801**

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ **10.00** in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **CLAY** State of **FLORIDA** to-wit:

See Exhibit "A" attached hereto.



**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof,** The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Melanie Z. Alexander

Donald Williams  
DONALD WILLIAMS

L.S.

Pamela J. Falk

L.S.

STATE OF FLORIDA,  
COUNTY OF MARION

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

**DONALD WILLIAMS**

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of

September A. D. 1988

Melanie Z. Alexander  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires July 11, 1991

Notary Public, State of Florida

This instrument prepared by: **William M. Holland, P.O. Box 2648, West Palm Beach, FL 33402**

Address

TEL: (407) 833-3779

Det. Turner Feed - Buckingham  
1904 Gulf Life Tower  
Box 1, F-8 33207

Property lying and being in the County of Clay, State of Florida,  
and more particularly described as follows:

Beginning at the Southeast corner of what is known as the Morrison lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; then North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot ten (10) of the Travers Grant, Section thirty-nine (39) Township 5 South Range 26 East.

And also; beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay branch about 100 feet distant from the J.T. & K.W. Railway Tract; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of lot ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

FILE NO. 88-25953

OFFICIAL RECORDS NO. 1185

PA. 164

OCT 20 10 24 AM '88



EXHIBIT "A"

**This Quit-Claim Deed, Executed this 29 day of September, A.D. 19 88, by**

**LONNIE WILLIAMS**

**first party, in Sidney R. Tillinghast**

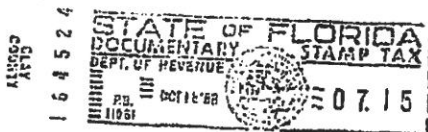
**whose postoffice address is 626 W. Washington Street, Orlando, FL 32801**

**second party:**

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, first, last, representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **CLAY** State of **FLORIDA**, to-wit:

See Exhibit "A" attached hereto.



**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof,** The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*Grain, Lagan*  
*White, Gardner*

*Lonnie Williams*  
LONNIE WILLIAMS

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF *New York*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

**LONNIE WILLIAMS**

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of September A.D. 19 88.

**ELIAS B. MIDDLETON**  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 03-4702223  
QUALIFIED IN BRONX COUNTY

*Elias B. Middleton*  
Notary Public  
My Commission Expires: September 30, 1989

This Instrument prepared by: William M. Holland, P.O. Box 2648, West Palm Beach, FL 33402  
Address TEL: (407) 833-3779

Ret. Turner - Floor

98  
150  
7/5



Property lying and being in the County of Clay, State of Florida,  
and more particularly described as follows:

Beginning at the Southeast corner of what is known as the Morrison lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; then North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot ten (10) of the Travers Grant, Section thirty-nine (39) Township 5 South Range 26 East.

And also; beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay branch about 100 feet distant from the J.T. & K.W. Railway Tract; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of lot ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

EXHIBIT "A"



FILED 88-25954  
OFFICIAL RECORDS NO. 185  
PER 166  
OCT 20 10 24 AM '88

150  
7-15-88  
610

This Quit-Claim Deed, Executed this 30 day of September, A. D. 1988, by  
~~Anthony Clark Williams~~

first party, to Sidney R. Tillinghast

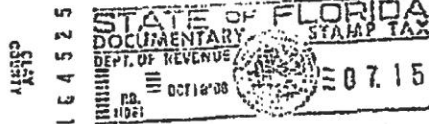
whose postoffice address is 626 W. Washington Street, Orlando, FL 32801

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heir, legal representative, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of CLAY State of FLORIDA, to-wit:

See Exhibit "A" attached hereto.



**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, in the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof,** The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*Deborah Vigil*  
*Jason A. Fisher*

*Anthony Clark Williams*  
ANTHONY CLARK WILLIAMS

STATE OF FLORIDA,  
COUNTY OF }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

ANTHONY CLARK WILLIAMS

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of September A. D. 1988.

*Kevin Ruben*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires August 24, 1991

This instrument prepared by: William M. Holland, P.O. Box 2648, West Palm Beach, FL 33402  
Address TEL: (407) 833-3779

Ret. Turner + Ford

Property lying and being in the County of Clay, State of Florida,  
and more particularly described as follows:

Beginning at the Southeast corner of what is known as the Morrison lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; then North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot ten (10) of the Travers Grant, Section thirty-nine (39) Township 5 South Range 26 East.

And also; beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay branch about 100 feet distant from the J.T. & K.W. Railway Tract; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of lot ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

FILED  
OFFICIAL RECORDS NO. 1185  
1168  
OCT 27 10 25 AM '88  
68-25955



EXHIBIT "A"

**This Quit-Claim Deed**, Executed this 26 day of September, A. D. 1988, by

first party, to **BEVERLY ANN WILLIAMS, n/k/a BEVERLY RITTER**  
**SIDNEY R. TILLINGHAST**

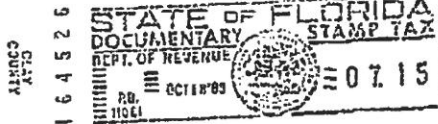
whose postoffice address is **626 W. Washington Street, Orlando, FL 32801**

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the said first party, for and in consideration of the sum of \$ **10.00** in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **CLAY** State of **FLORIDA**, to-wit:

See Exhibit "A" attached hereto.



**To Have and to Hold** the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Beverly Perry  
Martin Wiggan

Beverly Ritter L.S.  
**BEVERLY ANN WILLIAMS, n/k/a**  
**BEVERLY RITTER** L.S.

STATE OF ~~FLORIDA~~, NEW JERSEY  
 COUNTY OF }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

**BEVERLY ANN WILLIAMS, n/k/a BEVERLY RITTER**

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this  
Sept A. D. 1988.

Notary Public  
 My Commission Expires:

Aug 14, 1990

This Instrument prepared by: William M. Holland, P.O. Box 2648, West Palm Beach, FL 33402  
 Address TEL: (407) 833-3779

75-1509

Ret. Turner + Fsool

Property lying and being in the County of Clay, State of Florida,  
and more particularly described as follows:

Beginning at the Southeast corner of what is known as the Morrison lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; then North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of lot ten (10) of the Travers Grant, Section thirty-nine (39) Township 5 South Range 26 East.

And also; beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay branch about 100 feet distant from the J.T. & K.W. Railway Tract; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of lot ten (10) of the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

EXHIBIT "A"



FILE NO. 88-25956

OFFICIAL NO. 170

OCT 20 10 25 AM '08



This Instrument Was Prepared By:  
THOMAS C. TURNER  
TURNER, FORD & BUCKINGHAM, P.A.  
Attorneys at Law  
1904 Gulf Life Tower  
Jacksonville, Florida 32207

SC56 1185 PAGE 172

QUIT CLAIM DEED

THIS INDENTURE, Made this 14th day of October, 1988, between Sidney R. Tillinghast, conveying property not his homestead, of the County of Clay, State of Florida, party of the first part, and Thomas C. Turner and Susan B. Turner, his wife, whose address is 1111 Brookwood Road, Jacksonville, of the County of Duval, State of Florida, parties of the second part,

WITNESSETH: that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit, and behoof of the said parties of the second part, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

x Charles Mason  
x Sidney R. Tillinghast

Sidney R. Tillinghast  
Sidney R. Tillinghast

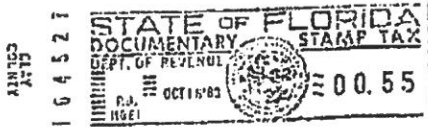
STATE OF FLORIDA

COUNTY OF Orange

Before me personally appeared Sidney R. Tillinghast, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of October, 1988.

Thomas C. Turner  
Notary Public, County and State aforesaid  
My Commission expires: 1991



Property lying and being in the County of Clay, State of Florida,  
and more particularly described as follows:

Beginning at the Southeast corner of what is known as the Morrison lot, a stake in what is known as Clay Branch about one hundred feet distant from the J.T. & K.W. Railway Track, thence running North 11 degrees and 45 minutes West 1280 feet to a stake; then North 84 degrees East 950 feet to a stake; thence South 11 degrees and 40 minutes East 1436 feet to the run of Clay Branch; thence Westerly along the run of Clay Branch to the place of beginning; 27 acres more or less; the same being a part of Lot ten (10) of the Travers Grant, Section thirty-nine (39) Township 5 South Range 26 East.

And also; beginning at the Southeast corner of what is known as Morrison Lot at a stake in what is known as Clay branch about 100 feet distant from the J.T. & K.W. Railway Tract; thence running North 11 degrees 45 minutes West 1280 feet to a stake; thence North 84 degrees East 950 feet to a stake the starting point; thence running South 11 degrees 45 minutes East 1436 feet to a stake at the run of Clay Branch; thence Easterly along the run of Clay Branch about 215 feet to a stake; thence North 11 degrees 45 minutes West 1580 feet to a stake; thence North 84 degrees West 209 feet to a stake at the starting point of the lot hereby conveyed; the same containing 7 acres more or less; the same being a part of lot ten (10) or the Travers Grant, Section 39, Township 5 South, Range 26 East.

The above being the same property described in deed recorded in Deed Book 38, at page 314, to which reference is hereby made.

FILE 88-25957  
OFFICIAL RECORDS NO. 1185  
PAGE 173

OCT 20 10 31 AM '88

EXHIBIT "A"



BK 1405PG 1271

FINANCIAL PRINTING COMPANY

# Quit-Claim Deed

Made this 31st day of January, A. D. 1992 BETWEEN

Thomas C. Turner

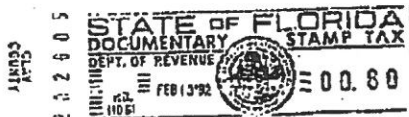
of the County of Duval, State of Florida, party of the first part, and

✓ Susan B. Turner 1111 Brookwood Road Jacksonville FL 32207

of the County of Duval, State of Florida, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of Dollars, No in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and her heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Clay, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO



THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE PARTY OF THE FIRST PART.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part of the second part, heirs, successors and assigns forever.

In Witness Whereof, the said part of the first part has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence:

*Cynthia N. Gallaher*  
*Cynthia N. Gallaher*  
*Robert L. ...*

*Thomas C. Turner* SEAL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ SEAL

STATE OF FLORIDA

COUNTY OF Duval ss.

Before me personally appeared *Thomas C. Turner*, personally known to me

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed, and was not sworn

WITNESS my hand and official seal this 31st day of January, 1992, at Duval, County and State aforesaid.

This Document was prepared by and return to:  
Thomas C. Turner  
3020 Hartley Road, Suite 230  
Jacksonville, FL 32257

Notary Public in and for the County and State Aforesaid.  
My Commission expires



ROBERT A. FORD  
MY COMMISSION EXPIRES  
AUGUST 17, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BK 1405 PG 1272

EXHIBIT "A" - PARCEL 1

A part of Lot 10, Travers Grant, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to map recorded in Deed Book "I", pages 624 and 625, of the public records of said County, and being more particularly described as follows:

Southwest

Commence at an iron pipe at the ~~Southwest~~ corner of Stafford Clark Subdivision according to map recorded in Plat Book 1, page 51, of said public records; said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision; being also the West line of the aforesaid Travers Grant, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43" West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly, having a radius of 2831.79 feet, an arc distance of 295.12 feet, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence South 05°36'58" East, 163.18 feet to the Point of Beginning; thence North 84°51'58" East, 703.06 feet to a point on the aforesaid Southerly line of County Road No. C-315; thence along the last said line the following two courses and distances: (1) South 81°49'41" East, 16.98 feet; (2) South 43°13'52" East, 101.74 feet to a point on the Southwesterly line of State Road No. 15 (U.S. Highway No. 17); thence Southeasterly along last said line the following five courses and distances: (1) South 16°46'11" East, 172.31 feet; (2) North 73°13'49" East, 12.00 feet; (3) South 16°46'11" East, 69.75 feet; (4) along and around a curve to the left, concave Northwesterly, having a radius of 5861.58 feet, an arc distance of 1068.62 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 21°59'33" East, 1067.14 feet; (5) South 27°12'55" East, 261.40 feet; thence South 12°01'11" East, 37.7 feet, more or less, to the centerline of Clay Branch; thence Northwesterly along said centerline and following the meanderings thereof 1675 feet, more or less, to a point that bears South 05°36'58" East, 1008 feet, more or less from the Point of Beginning; thence North 05°36'58" West, 1008 feet, more or less.

BK 1405 PG 1273

EXHIBIT "A" - PARCEL 2

A part of Lot 11, Stafford Clark Subdivision, according to map recorded in Plat Book 1, page 51, of the public records of Clay County, Florida, and being more particularly described as follows:

Commence at an iron pipe at the Southeast corner of said Stafford Clark Subdivision, said iron pipe being in the approximate centerline of Clay Branch; thence North 05°36'58" West along the West line of said Stafford Clark Subdivision, being also the West line of the Travers Grant, Section 39, Township 5 South, Range 26 East, a distance of 1287.23 feet to a point on the Southerly line of County Road No. C-315; thence along the said Southerly line of said County Road No. C-315, the following three courses and distances: (1) North 89°25'17" East, 339.59 feet; (2) North 00°34'43 West, 7.00 feet; (3) along and around a curve to the right, being concave Southerly and having a radius of 2831.79 feet; an arc distance of 295.12 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 87°35'35" East, 294.99 feet; thence continue along said Southerly line of said County Road No. C-315, along and around last said curve, an arc distance of 137.37 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 83°13'04" East, 137.35 feet; thence continue along said Southerly right of way line South 81°49'41" East, 585.76 feet to the South line of said Lot 11; thence on last said line South 84°51'58" West, 703.06 feet to the West line of said Lot 11; thence on last said line North 05°36'58" West, 163.18 feet to the Point of Beginning, containing 1.34 acres, more or less.



EXHIBIT "A" - PARCEL 3

MAP SHOWING BOUNDARY SURVEY OF

A part of the Morrison Lot, Stafford Clark Subdivision, according to map recorded in Plat Book 1, page 51, of the public records of Clay County, Florida, also being part of Lot 10, Travers Grant, Section 39, Township 3 South, Range 26 East, according to map recorded in Deed Book "1", pages 624 and 625, of said public records; and being more particularly described as follows:

Commence at an iron pipe at the Southwest corner of said Stafford Clark Subdivision, said iron pipe being in the approximate centerline of Clay Branch; thence North 05 degrees 36 minutes 58 seconds West along the West line of said Stafford Clark Subdivision, being also the West line of said Travers Grant, a distance of 1287.23 feet to a point on the Southern line of County Road No. C-315; thence North 89 degrees 25 minutes 17 seconds East along last said line 231.89 feet to the Point of Beginning; thence continue along said Southern line of County Road No. C-315 the following three courses and distances: (1) North 89 degrees 25 minutes 17 seconds East 107.70 feet; (2) North 00 degrees 34 minutes 43 seconds West 7.00 feet; (3) along and around a curve to the right, being concave Southerly, having a radius of 2831.79 feet, an arc distance of 295.12 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 35 minutes 35 seconds East 294.99 feet; thence South 05 degrees 36 minutes 58 seconds East 1171 feet, more or less, to the centerline of Clay Branch; thence Westerly along said centerline and following the meanderings thereof 400 feet, more or less, to the Northeasterly line of the CSX Transportation Railroad (formerly Seaboard Systems Railroad); thence North 42 degrees 25 minutes 13 seconds West along last said line, 142 feet, more or less, to a point that bears South 05 degrees 36 minutes 58 seconds East and being 1020.09 feet from the Point of Beginning; thence North 05 degrees 36 minutes 58 seconds West 1020.09 feet to the Point of Beginning.


FILE NO. 92-04055  
OFFICIAL RECORDS NO. 1995  
PAGE 21 RECORD VERIFIED  
FEB 13 1 04 PM '92  
FILED AND RECORDED  
IN PUBLIC RECORDS OF  
CLAY COUNTY FL  
JOHN KEEVE  
CLERK OF COURTS



THIS INSTRUMENT PREPARED BY:  
Robert A. Ford  
Ford, Jeter & Bowlus, P.A.  
10110 San Jose Boulevard  
Jacksonville, Florida 32257

RECORD AND RETURN TO:  
Keith Pereau

RE PARCEL ID #: 39-05-26-015113-000-00  
BUYER'S TIN:

FOR RECORDER	
	Book: 1725
	Page: 2165
	Rec: 06/18/98
	08:31 A.M.
	File# 9825697
	Talmdge L Bennett
	Clerk Of Courts
Clay County, FL	
FEE: \$15.00	
DOC: \$1785.00	

### WARRANTY DEED

THIS WARRANTY DEED made this 9th day of June, 1998 by Susan E. Turner, a married woman conveying property which is not her constitutional homestead, hereinafter called Grantor, and whose address is 3999 Chicora Wood Place, Jacksonville, Florida 32224 to Keith Pereau, hereinafter called Grantee and whose address is 5037 Herby Grove Road, Orange Park, Florida ✓

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

### WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Clay County, Florida, viz:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

SUBJECT TO taxes accruing subsequent to December 31, 1997.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

1785.00



Signed, sealed and delivered in our presence:

Gatherall  
Witness Signature

Cynthia Williams  
Witness Printed Signature

May A. King  
Witness Signature

May A. King  
Witness Printed Signature

Susan B. Turner  
Susan B. Turner

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8th day of June, 1998 by Susan B. Turner. He/She is personally known to me or has produced Drivers License as identification.

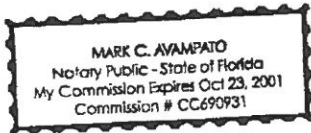
Notary Public, State and County Aforesaid

Mark C. Avampato  
Notary Signature

Mark C. Avampato  
Notary Printed Signature

Bank Officer  
(Title or Rank)

(Serial No., if any)



PART OF LOT 11, STAFFORD CLARK SUBDIVISION, ACCORDING TO SURVEY RECORDED IN PLAT BOOK 1, PAGE 51 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PART OF LOT 10, TRAVERS GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, ACCORDING TO SURVEY RECORDED IN DEED BOOK 1, PAGES 624 AND 625 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MORRISON TRACT, AS RECORDED IN DEED BOOK W, PAGE 200 OF SAID PUBLIC RECORDS, AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-315, FORMERLY STATE ROAD NO. S-315 (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2831.79 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-315 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°11'01" EAST AND A CHORD DISTANCE OF 137.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°47'38" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 377.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°47'38" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.84 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 43°11'49" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-315 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17, A DISTANCE OF 101.74 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 16°44'08" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17, A DISTANCE OF 130.81 FEET; THENCE SOUTH 84°22'45" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.76 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 389.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 197.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°48'04" WEST AND A CHORD DISTANCE OF 195.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°57'50" WEST AND A CHORD DISTANCE OF 68.94 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°32'34" EAST AND A CHORD DISTANCE OF 38.18 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY:  
William H. Jeter, Jr.  
Ford, Jeter & Bowles, P.A.  
10110 San Jose Boulevard  
Jacksonville, Florida 32257

RECORD AND RETURN TO: ✓  
Grantee

RE PARCEL ID #: 39-05-26-015113-000-00  
BUYER'S TIN:

Book: 1747  
Page: 1254  
Rec: 10/02/98  
09:16 A.M.  
File# 9842970  
Talmadge L. Bennett  
Clerk Of Courts  
Clay County, FL  
FEE: \$15.00  
DOC: \$2450.00



3

### WARRANTY DEED

THIS WARRANTY DEED made this 23rd day of September, 1998 by Keith Perea, hereinafter called Grantor, and whose address is 5037 Harvey Grant Road, Orange Park, Florida 32073 to Sunshine Petro, Inc., a Florida corporation, hereinafter called Grantee and whose address is ~~402 Highway Avenue, Building B, Cocoa, Florida 32923~~  
**402 HIGHPOINT DRIVE, COCOA, FLORIDA 32926**

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

### WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Clay County, Florida, viz:

SEE EXHIBIT 'A' ATTACHED HERETO.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

159

SUBJECT TO taxes accruing subsequent to December 31, 1997.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

2,450.00



Signed, sealed and delivered in our presence:

[Signature]  
Witness Signature

WM H. JETER  
Witness Printed Signature

[Signature]  
Witness Signature

JEFFERY A. GORDON  
Witness Printed Signature

[Signature]  
Keith Percu

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of September, 1998 by Keith Percu. He is personally known to me or has produced Florida Driver License as identification.

Notary Public, State and County aforesaid

[Signature]  
Notary Signature

Notary Printed Signature

(Title or Rank)

(Serial No., if any)

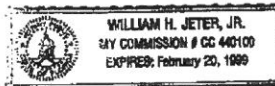


EXHIBIT 'A'

PART OF LOT 11, STAFFORD CLARK SUBDIVISION, ACCORDING TO SURVEY RECORDED IN PLAT BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PART OF LOT 10, TRAVERS GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, ACCORDING TO SURVEY RECORDED IN DEED BOOK 1, PAGES 624 AND 625 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MORRISON TRACT, AS RECORDED IN DEED BOOK W, PAGE 200 OF SAID PUBLIC RECORDS, AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO C-315, FORMERLY STATE ROAD NO. S-315 (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2831.79 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO C-315 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 93 DEGREES 11 MINUTES 01 SECONDS EAST AND A CHORD DISTANCE OF 137.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81 DEGREES 47 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 377.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 47 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.84 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 43 DEGREES 11 MINUTES 49 SECONDS EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-315 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 17, A DISTANCE OF 101.74 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 16 DEGREES 44 MINUTES 08 SECONDS EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 17, A DISTANCE OF 130.81 FEET; THENCE SOUTH 84 DEGREES 22 MINUTES 45 SECONDS WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.76 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 389.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 197.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37 DEGREES 48 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 195.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29 DEGREES 57 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE OF 68.94 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20 DEGREES, 32 MINUTES 34 SECONDS EAST AND A CHORD DISTANCE OF 38.18 FEET TO THE POINT OF BEGINNING.

BOOK 1747 PAGE 1456

Record & Return to:  
BAUMER, BRADFORD & WATERS, & S  
BARNETT CENTER  
P. O. BOX 4788  
50 N. LAURA STREET, SUITE 2200  
JACKSONVILLE, FLORIDA 32201



Book: 1825  
Page: 0756  
Rec: 10/19/99  
10:27 AM  
File#: 9948309  
James B. Jett  
Clerk of Courts  
Clay County, FL  
FEE: \$10.50  
DOC: \$1400.00

### WARRANTY DEED

GRANTOR: SUNSHINE PETRO, INC., a Florida corporation  
GRANTEE: AMERICANA PETRO PLUS, INC., a Florida corporation  
GRANTEE'S MAILING ADDRESS: 402 High Point Drive - #101  
Cocoa, FL 32926  
DATE: September 1<sup>st</sup>, 1999

### LEGAL DESCRIPTION OF PROPERTY LOCATED IN CLAY COUNTY, FLORIDA:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Parcel ID#:

The Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the Grantee, and the Grantee's assigns forever the land described above. The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to restrictions and easements of record, and taxes for the year 1999.

Execution of Deed witnessed by: GRANTOR:

Ann N. Radlein  
Print Name: ANN N. RADLEIN  
Lester Linkz  
Print Name: LESTER LINKZ

SUNSHINE PETRO, INC., a  
Florida corporation

By: M. M. (SEAL)  
MAHESH R. SHAH, President  
402 High Point Drive - #101  
Cocoa, FL 32926

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 1999 by MAHESH R. SHAH, President of SUNSHINE PETRO, INC., a Florida corporation, who is personally known to me.

Lester Linkz  
Notary Public

(SEAL)



**EXHIBIT "A"**

PART OF LOT 11, STAFFORD CLARK SUBDIVISION, ACCORDING TO SURVEY RECORDED IN PLAT BOOK 1, PAGE 51, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PART OF LOT 10, TRAVERS GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, ACCORDING TO SURVEY RECORDED IN DEED BOOK 1, PAGES 624 AND 625 OF SAID PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF MORRISON TRACT, AS RECORDED IN DEED BOOK W, PAGE 200 OF SAID PUBLIC RECORDS, AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO C-315, FORMERLY STATE ROAD NO. 8-315 (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2831.79 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO C-315 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 93 DEGREES 11 MINUTES 01 SECONDS EAST AND A CHORD DISTANCE OF 137.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81 DEGREES 47 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 377.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 47 MINUTES 38 SECONDS EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.84 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 43 DEGREES 11 MINUTES 49 SECONDS EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-315 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 17, A DISTANCE OF 101.74 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 16 DEGREES 44 MINUTES 08 SECONDS EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 17, A DISTANCE OF 130.81 FEET; THENCE SOUTH 84 DEGREES 22 MINUTES 45 SECONDS WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 189.76 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 389.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 197.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37 DEGREES 48 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 195.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29 DEGREES 57 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE OF 68.94 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20 DEGREES, 32 MINUTES 34 SECONDS EAST AND A CHORD DISTANCE OF 38.18 FEET TO THE POINT OF BEGINNING.

(14)

This Instrument Prepared by  
and Return to: ✓  
Edward J. Kohrs of  
Macfarlane Ferguson & McMullen  
P. O. Box 1531  
Tampa, FL 33601

Book: 1 9 2 2  
Page: 1 6 3 0  
Rec: 03/15/2001  
01:57 PM  
File# 200110976  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$19.50  
DOC: \$12425.00

Paper ID#: 32-05-26-015113-003-00



### WARRANTY DEED

This conveyance made this 13<sup>th</sup> day of March, 2001, by AMERICANA PETRO PLUS, INC., a Florida corporation with a mailing address of 402-A High Point Drive, Cocoa, FL 32926, ("Grantor"), to AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware business trust, whose mailing address is One Hess Plaza, Woodbridge, NJ 07095, ("Grantee") witnesses as follows:

Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell, and convey unto Grantee and its successors and assigns forever, all that certain real property in the County of CLAY, State of Florida, (the "Property"), described in Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all easements and other appurtenances thereto belonging or in anywise appertaining;

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

And Grantor covenants with Grantee that Grantor is lawfully seized of the Property; that the Property is free from all encumbrances as stated in Exhibit "B" hereto; that Grantor has good right and lawful authority to sell the Property; and that Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever, except with respect to the matters set forth in Exhibit "B" hereto.



OR BOOK 1922 PAGE 1634

IN WITNESS WHEREOF Grantor has caused the execution of this instrument by its duly authorized corporate officer on the day and year first above written.

WITNESSES:

AMERICANA PETRO PLUS, INC., a  
Florida corporation

  
\_\_\_\_\_  
Signature of Witness

Theresa L. CARUSO  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

JOHN L. SOILEAU  
Printed Name of Witness

By: M. M.

Name: MAHESH R. SHAH

Vic  
Title: President

STATE OF FLORIDA  
COUNTY OF DEKALB

(Corporate Seal)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2001, by MAHESH R. SHAH, as President of Americana Petro Plus, Inc., a Florida Corporation on behalf of the corporation.

☒ personally known to me; or

☐ produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public

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

-2-



John L. Soileau  
MY COMMISSION # C088424 EXPIRES  
October 29, 2003  
Solely Duty Notary Public, Inc.

## LEGAL DESCRIPTION

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey recorded in Plat Book 1, page 51 of the public records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book 1, pages 624 and 625 of said public records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, page 200 of said public records, at its intersection with the Southerly right of way line of County Road No. C-315, formerly State Road No. 8-315 (a right of way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right of way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South 83 degrees 11 minutes 01 seconds East and a chord distance of 137.35 feet to the point of tangency of said curve; thence South 81 degrees 47 minutes 38 seconds East continuing along said Southerly right of way line, a distance of 377.91 feet to the Point of Beginning; thence South 81 degrees 47 minutes 38 seconds East continuing along said Southerly right of way line, a distance of 224.84 feet to its intersection with the Westerly right of way line of U. S. Highway No. 17 (a right of way of varying width); thence South 43 degrees 11 minutes 49 seconds East leaving said Southerly right of way line of County Road No. C-315 and along the Westerly right of way line of U. S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right of way line; thence South 16 degrees 44 minutes 08 seconds East continuing along said Westerly right of way line of U. S. Highway No. 17, a distance of 130.81 feet; thence South 84 degrees 22 minutes 45 seconds West leaving said Westerly right of way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by a chord bearing of North 37 degrees 48 minutes 04 seconds West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North 29 degrees 57 minutes 50 seconds West and a chord distance of 68.94 feet to the point of compound curve of a curve, said curve being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of 39.75 feet, said arc being subtended by a chord bearing of North 20 degrees 32 minutes 34 seconds East and a chord distance of 38.18 feet to the Point of Beginning.

**EXHIBIT "B"**  
**to Warranty Deed**

1. **Covenants, Conditions, Restrictions and Easements as set forth in that certain instrument recorded in O.R. Book 1570, Page 612, of the Public Records of Clay County, Florida.**

OR BOOK 1922 PAGE 1638

6

Book: 2004  
Page: 1144  
Rec: 12/21/2001  
12:52 PM  
File# 200160573  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$24.00  
DOC: \$46.20



This Quitclaim Deed was prepared by  
~~and when recorded mail to:~~

Lisa A. Brabant  
Milbank, Tweed, Hadley & McCloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005

Record and Return to: Edward J. Kohrs, Esquire  
Macfarlane, Ferguson & McMullen  
P.O. Box 1531  
Tampa, FL 33601

✓

Space above this line for recorder's use

Tax Folio # 39-05-26-015113-003-00

**ALL NOTICES AND BILLS WITH RESPECT TO THE  
PROPERTY SHOULD CONTINUE TO BE SENT TO AMERADA HESS  
FACILITIES BUSINESS TRUST NO. 1998-1, C/O WILMINGTON TRUST  
COMPANY, RODNEY SQUARE NORTH, 1100 NORTH MARKET STREET,  
WILMINGTON, DELAWARE 19890.**

\$ 24.00 rec  
46.20 DS  
\$ 70.20

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made as of the 13th day of December, 2001  
by AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware  
business trust having an address c/o Wilmington Trust Company, Rodney Square North,  
1100 North Market Street, Wilmington, Delaware 19890 (the "Grantor"), to SPECON VI,  
LLC, a Delaware limited liability company having an address at One Connell Drive,  
Suite 4000, Berkeley Heights, New Jersey 07922 (the "Grantee").

WITNESSETH, that the Grantor, for good and valuable consideration,  
does hereby remise, release and quitclaim unto the Grantee, subject to the reservations  
hereinafter set forth, all right, title and interest of the Grantor in and to the following (the  
"Property"): .

ALL that certain plot, piece or parcel of land described in Schedule A  
annexed hereto and made a part hereof (the "Land");

TOGETHER with all right, title and interest of the Grantor in and to any  
strips or gores of land adjoining the Land;

TOGETHER with all right, title and interest, if any, of the Grantor in and  
to any streets and roads abutting the Land to the center lines thereof;

STATION #09533 - Green Cove Springs, FL

NY1 #3305950v1

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Land;

Reserving to the Grantor (i) an estate for years interest in the Property commencing on the date hereof and continuing to and including December 13, 2026 (the "Estate for Years"), and (ii) the fee interest in and to all buildings, structures, improvements and fixtures now or hereafter located on the Land (the "Improvements"). It is the intent of the Grantor by virtue of this instrument to convey all of its right, title and interest in the Property to the Grantee other than the Estate for Years and the Improvements. The right, title and interest in the Property conveyed by this instrument is herein referred to as the "Remainder".

TO HAVE AND TO HOLD the Remainder herein granted unto the Grantee, and its successors and assigns, forever.

This Quitclaim Deed is executed by Wilmington Trust Company, not individually or personally, but solely as UTI Trustee under an Amended and Restated Trust Agreement dated as of October 26, 1999 between CIBC Inc. and Wilmington Trust Company, as supplemented to date (the "Trust Agreement") in the exercise of the power and authority conferred and vested in it as such UTI Trustee. Each and all of the representations, undertakings and agreements herein made are intended not as personal representations, undertakings and agreements by Wilmington Trust Company, or for the purpose or with the intention of binding Wilmington Trust Company, personally, but are made and intended for the purpose of binding only the portion of the UTI Assets (as defined in the Trust Agreement) constituting the Property; nothing herein contained shall be construed as creating any liability of Wilmington Trust Company, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of Wilmington Trust Company, to perform any covenant, either express or implied contained herein; and so far as Wilmington Trust Company is concerned, the parties hereto and any person or entity claiming by, through or under them shall look solely to the Property, the interest of the Grantor therein, if any, and the purchase price paid therefor for the performance of any obligation hereunder or under any of the instruments referred to herein; provided that nothing contained in this paragraph shall be construed to limit in scope or substance the general corporate liability of Wilmington Trust Company, expressly provided (i) under the Trust Agreement or (ii) for the gross negligence or willful misconduct of Wilmington Trust Company.

**ALL NOTICES AND BILLS WITH RESPECT TO THE  
PROPERTY SHOULD CONTINUE TO BE SENT TO AMERADA HESS  
FACILITIES BUSINESS TRUST NO. 1998-1, C/O WILMINGTON TRUST  
COMPANY, RODNEY SQUARE NORTH, 1100 NORTH MARKET STREET,  
WILMINGTON, DELAWARE 19890.**



IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be duly executed as of the day and year first above written.

Grantor:

AMERADA HESS FACILITIES  
BUSINESS TRUST NO. 1998-1, a  
Delaware business trust

Witnesses:

  
Name: Frank Simpson

Angel M. Aton  
Name: Angel M. Aton

By: Wilmington Trust Company, not in  
its individual capacity but solely as  
UTI Trustee

By:   
Name: W. Chris Sponenberg  
Title: Vice President

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

The foregoing Quitclaim Deed was acknowledged before me, the undersigned Notary Public, this 12th day of December, 2001 by **W. CHRIS SPONENBERG** as an authorized signatory of Wilmington Trust Company, acting not in its individual capacity but solely as the UTI Trustee of AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware business trust.

[Notarial Seal]

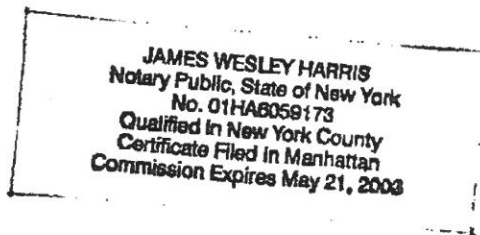
James Wesley Harris  
Notary Public

Name Printed: James Wesley Harris

My commission expires: May 21, 2003

Personally known      or Produced Identification ✓

Type of Identification Produced DE driver's license



SCHEDULE A

Legal Description

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey recorded in Plat Book 1, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I, Pages 624 and 625 of said public records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, Page 200 of said public records, at its intersection with the Southerly right-of-way line of County Road No. C-315, formerly State Road No. S-315 (a right-of-way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right-of-way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South 83°11'01" East and a chord distance of 137.35 feet to a point of tangency of said curve; thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 377.91 feet to the Point of Beginning; thence South 81°47'38" East continuing along said Southerly right-of-way line, a distance of 224.84 feet to its intersection with the Westerly right-of-way line of U.S. Highway No. 17 (a right of way of varying width); thence South 43°11'49" East leaving said Southerly right-of-way line of County Road No. C-315 and along the Westerly right-of-way line of U.S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right-of-way line; thence South 16°44'08" East continuing along said Westerly right-of-way line of U.S. Highway No. 17, a distance of 130.81 feet; thence South 84°22'45" West leaving said Westerly right-of-way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by chord bearing of North 37°48'04" West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North 29°57'50" West and a chord distance of 68.94 feet to the point of compound curve of a curve, said curve, being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of 39.75 feet, said arc being subtended by a chord bearing of North 20°32'34" East and a chord distance of 38.18 feet to the Point of Beginning.

STATION #09533 – Green Cove Springs, FL

10,293 \$ 86.50

Total Consideration \$ 2,143,869.79

This Quitclaim Deed was prepared by  
and when recorded mail to:

Lisa A. Brabant  
Milbank, Tweed, Hadley & McCloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005

Return to Jessica Haller-Walker  
Commonwealth Land Title Insurance Company  
5690 W Cypress St., Ste A  
Tampa, FL 33607  
File # 09533

Space above this line for recorder's use

Tax Folio #390526-015113-003-00

Consideration Paid to Trust: \$2,143,869.79  
Consideration Paid to Specon: \$22,307.83  
Florida Deed Documentary Stamp Taxes Paid: \$15,163.40

### QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 2<sup>nd</sup> day of June, 2014, by SPECON VI, LLC, a Delaware limited liability company, having an address c/o Connell Finance Company, Inc., 200 Connell Drive, Berkeley Heights, New Jersey 07922 (hereinafter referred to as "Specon"), and AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3, having an address c/o Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 (hereinafter referred to as "Trust", and Specon and Trust are collectively referred to as "Grantors"), to HESS REALTY LLC, a Delaware limited liability company, having an address at One Hess Plaza, Woodbridge, New Jersey 07095 (hereinafter referred to as "Grantee").

WITNESSETH, that the Grantors, for good and valuable consideration do hereby remise, release and quitclaim unto the Grantee all right, title and interest of the Grantors in and to:

ALL that certain plot, piece or parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land");

TOGETHER with all right, title and interest of the Grantors in and to all buildings, structures, improvements and fixtures now or hereafter located on the Land (the "Improvements");

TOGETHER with all right, title and interest of the Grantors in and to any strips or gores of land adjoining the Land;

TOGETHER with all right, title and interest, if any, of the Grantors in and to any streets and roads abutting the Land to the center lines thereof;

Station #09533 - Green Cove Springs, FL

TOGETHER with all appurtenances and all the estate and rights of the Grantors in and to the Land;

SUBJECT TO all conditions, easements, rights of way, agreements, covenants, liens, reservations, exceptions, restrictions and other encumbrances of record.

It is the intent of the Trust by virtue of this instrument to terminate the estate for years interest in the Land;

TO HAVE AND TO HOLD all right, title and interest of the Grantors in and to the Land and Improvements and such other rights, title and interests herein granted unto the Grantee, and its successors and assigns, forever.

It is expressly understood and agreed by Grantor and Grantee that this Deed is executed by Wilmington Trust Company, not individually or personally, but solely as SUBI Trustee with respect to SUBI Portfolio No. 2001-3 under the Amended and Restated Trust Agreement dated October 26, 1999, between CIBC Inc. and Wilmington Trust Company in respect of the Amerada Hess Facilities Business Trust No. 1998-1, as supplemented to date (the "Trust Agreement"), in the exercise of the power and authority conferred and vested in it as such SUBI Trustee. Each and all of the representations, undertakings and agreements herein made on the part of the Trust are intended not as personal representations, undertakings and agreements by Wilmington Trust Company, or for the purpose or with the intention of binding Wilmington Trust Company, personally, but are made and intended for the purpose of binding only the SUBI No. 2001-3 Trust Estate (as defined in the Trust Agreement); nothing herein contained shall be construed as creating any liability of Wilmington Trust Company, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of Wilmington Trust Company, to perform any covenant either express or implied contained herein; so far as Wilmington Trust Company is concerned, the parties hereto and any person or entity claiming by, through or under them shall look solely to the SUBI No. 2001-3 Trust Estate for the performance of any obligation hereunder or under the instrument referred to herein; provided that nothing contained in this paragraph shall be construed to limit in scope or substance the general corporate liability of Wilmington Trust Company, (i) expressly provided under the Trust Agreement or (ii) for the gross negligence or willful misconduct of Wilmington Trust Company. This Quitclaim Deed may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one Quitclaim Deed.

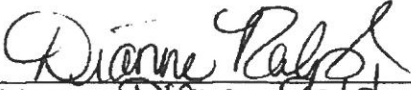
A Trustee's Certificate with respect to the Trust is attached hereto as Schedule B. A Certificate of Assistant Secretary with respect to Connell Finance Company, Inc., sole member of Specon, is attached hereto as Schedule C.




IN WITNESS WHEREOF, the Grantors have caused this Quitclaim Deed to be duly executed as of the day and year first above written.

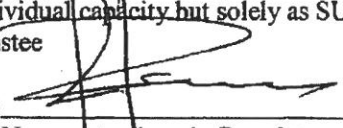
Signed, sealed and delivered  
in the presence of :

AMERADA HESS FACILITIES BUSINESS  
TRUST NO. 1998-1, a Delaware statutory trust  
acting only with respect to SUBI Portfolio No.  
2001-3

  
Print name: Dianne Ralph

By: Wilmington Trust Company, not in its  
individual capacity but solely as SUBI  
Trustee

  
Print name: Rodrigo Valle

By:   
Name: Jose L. Paredes  
Title: Authorized Officer

STATE OF NEW YORK     )  
  : ss.:  
COUNTY OF NEW YORK    )

The foregoing Quitclaim Deed was acknowledged before me, the undersigned  
Notary Public, this 21<sup>st</sup> day of May, 2014 by Jose L. Paredes as an authorized  
signatory of Wilmington Trust Company, not in its individual capacity but solely as SUBI  
Trustee, for AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware  
statutory trust acting only with respect to SUBI Portfolio No. 2001-3. He/She is personally  
known to me or has produced Driver's License as identification.

[Notarial Seal]

  
Notary Public

Name Printed George K. Miller

My commission expires: Sept. 3, 2017

GEORGE K. MILLER  
Notary Public, State of New York  
No. 01M6288358  
Qualified in New York County  
Commission Expires Sept. 3, 2017

IN WITNESS WHEREOF, the Grantors have caused this Quitclaim Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered:  
in the presence of:

SPECON VI, LLC

By: Connell Finance Company, Inc., its sole member

[Signature]  
Print name: Carlton A. Blake

[Signature]  
Print Name: Lisa Brabant

By: [Signature]  
Name: Duane Connell  
Title: Exec VP

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

The foregoing Quitclaim Deed was executed before me this 20 day of May, 2014 by Duane Connell as EMP of Connell Finance Company, Inc., the sole member of SPECON VI, LLC, a Delaware limited liability company, on behalf of the corporation. He/She is personally known to me or has produced driver's license as identification.

[Notarial Seal]

Notary Public, State of New York  
No. 01NO4942985  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires October 11, 2014

[Signature]  
Notary Public

Name Printed: YASUKO NOGUCHI

My commission expires: \_\_\_\_\_

## SCHEDULE A

Legal Description

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey, recorded in Plat Book I, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I, Pages 624 and 625 of said Public Records, more particularly described as follows:

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**SCHEDULE B**

**TRUSTEE'S CERTIFICATE**


**AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1,**  
**acting only with respect to SUBI Portfolio No. 2001-3**

The undersigned, Wilmington Trust Company, not in its individual capacity but solely as SUBI Trustee as hereinafter set forth, hereby certifies as follows:

1. That Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as SUBI Trustee with respect to SUBI Portfolio No. 2001-3 (the "SUBI Trustee"), under the Amended and Restated Trust Agreement dated as of October 26, 1999 between CIBC Inc. and Wilmington Trust Company, as supplemented to date (the "Trust Agreement"), whose address is Rodney Square North, 1100 N. Market Street, Wilmington, DE 19890, is the sole trustee of Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3 (the "Trust");
2. That Amerada Hess Facilities Business Trust No. 1998-1 is a series statutory trust and has been subdivided into separate statutory trusts, one of which is Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3;
3. That the entire interest in the property reserved by Amerada Hess Facilities Business Trust No. 1998-1 in that certain Quitclaim Deed to Specon VI, LLC dated December 13, 2001 and recorded in Official Records Book 2004, Page 1144, Public Records of Clay County, Florida, has been designated as an asset of SUBI Portfolio No. 2001-3 of the Trust;
4. That the Trust Agreement has not been amended, altered, modified or terminated and remains in full force and effect;
5. That the SUBI Trustee, as of the signing of this Certificate, has not resigned as SUBI Trustee of the Trust, and has the power to convey real property and execute any documents relative thereto;
6. That the SUBI Trustee has been directed and authorized in writing by the sole beneficiary of the Trust to execute documents and instruments as necessary or desirable or to take any action deemed necessary or convenient to facilitate the conveyance of certain assets, all as more particularly described in the documents recorded herewith; and
7. That the individual executing this Certificate is duly authorized and approved in writing by all necessary parties to act on behalf of the SUBI Trustee.

Executed as a sealed instrument this 2<sup>nd</sup> day of June, 2014.


WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
SUBI Trustee

By:   
Name: Jose L. Paredes  
Title: Assistant Vice President  
Duly Authorized

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK)

The foregoing Trustee's Certificate was sworn to and subscribed before me,  
the undersigned Notary Public, this 2<sup>nd</sup> day of May, 2014 by  
Jose L. Paredes as Assistant Vice President of Wilmington  
Trust Company, not in its individual capacity but solely as SUBI Trustee, for AMERADA  
HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware statutory trust.

[Notarial Seal]

  
Notary Public  
Name Printed George K. Miller

My commission expires: Sept. 3, 2017

Personally known      or Produced Identification 2

Type of Identification Produced Driver's License

GEORGE K. MILLER  
Notary Public, State of New York  
No. 01M6288358  
Qualified in New York County  
Commission Expires Sept. 3, 2017



SCHEDULE C

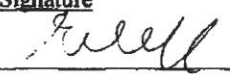
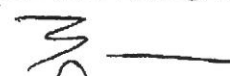
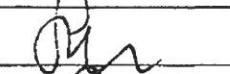

[see attached]

## CONNELL FINANCE COMPANY, INC.

CERTIFICATE OF ASSISTANT SECRETARY

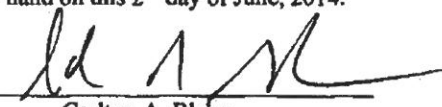
I, Carlton A. Blake, Assistant Secretary of Connell Finance Company, Inc., a New Jersey corporation (the "Corporation"), DO HEREBY CERTIFY on behalf of the Corporation that:

1. The persons named below are duly elected (or appointed), qualified and acting officers of the Corporation, holding on the date hereof the respective offices set forth opposite their respective names, each with the authority, acting alone, to bind the Corporation, and the signatures set forth below opposite their respective names are the genuine signatures of such officers:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Grover Connell	President	
Terry Connell	Senior Executive Vice President, CFO & Treasurer	
Shane Connell	Executive Vice President	
Duane Connell	Executive Vice President	

2. Attached hereto as **Exhibit A** is a true and complete copy of the resolutions adopted as of May 15, 2014 by a Unanimous Consent in Lieu of Meeting of the Executive Committee of the Board of Directors of the Corporation, which resolutions are in full force and effect and have not been altered, amended or rescinded in any way.

IN WITNESS WHEREOF, I have hereunto set my hand on this 2<sup>nd</sup> day of June, 2014.

  
 Carlton A. Blake  
 Assistant Secretary

**EXHIBIT A**

NOW, THEREFORE, BE IT

RESOLVED: That any one of Grover Connell, Terry Connell, Shane Connell and Duane Connell be and hereby is authorized on behalf of the Corporation, directly and/or when the Corporation acts on behalf of Specon VI, LLC, a Delaware limited liability company ("Specon VI") whose sole member is the Corporation, to authorize, enter into, execute and/or deliver: (i) that certain Purchase and Termination Agreement to be made and entered into as of June 2, 2014 (the "Specon VI Purchase and Termination Agreement"), among Specon VI, General Foods Credit Corporation, a Delaware corporation, Wilmington Trust Company, a Delaware trust company acting not in its individual capacity, but solely as SUBI Portfolio No. 2001-3 Trustee, Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3, Hess Corporation (formerly known as Amerada Hess Corporation), a Delaware corporation, U.S. Bank National Association (successor to State Street Bank and Trust Company), a national banking association, as Indenture Trustee and Principal Life Insurance Company, an Iowa corporation, as Lender; (ii) any and all deeds to be executed and delivered by Specon VI in connection with the Specon VI Purchase and Termination Agreement (the "Specon VI Deeds"); and (iii) any and all other agreements, notices, assignments, terminations of memoranda, terminations of notices, releases, discharges, satisfactions, approvals, consents, waivers, returns and/or other filings, instruments, documents and certificates ancillary and collateral thereto to which Specon VI or the Corporation is a party, or that he or she shall determine to be necessary or appropriate to effectuating the transactions contemplated under the Specon VI Purchase and Termination Agreement and the Specon VI Deeds, and to effect such changes, modifications and amendments to the documents referenced above directly or by type as such signatory shall deem necessary, desirable or appropriate, his or her execution thereof to be conclusive evidence of his or her approval of such terms and conditions, changes, modifications and amendments; and

RESOLVED: That any action or execution of documents previously taken by any of the foregoing persons on behalf of the Corporation directly, and/or when the Corporation acts on behalf of Specon VI, in connection with the documents referenced above and the transactions contemplated thereby is hereby authorized, ratified, confirmed and approved.

11,295 \$ 86.50

Total Consideration \$ 2,143,869.79

This Quitclaim Deed was prepared by  
and when recorded mail to:

Lisa A. Brabant  
Milbank, Tweed, Hadley & McCloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005

Return to Jessica Haller-Walker  
Commonwealth Land Title Insurance Company  
5690 W Cypress St., Ste A  
Tampa, FL 33607  
File # 09533

Space above this line for recorder's use

Tax Folio #390526-015113-003-00

Consideration Paid to Trust: \$2,143,869.79

Consideration Paid to Specon: \$22,307.83

Florida Deed Documentary Stamp Taxes Paid: \$15,163.40

#### QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 2<sup>nd</sup> day of June, 2014, by SPECON VI, LLC, a Delaware limited liability company, having an address c/o Connell Finance Company, Inc., 200 Connell Drive, Berkeley Heights, New Jersey 07922 (hereinafter referred to as "Specon"), and AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3, having an address c/o Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 (hereinafter referred to as "Trust", and Specon and Trust are collectively referred to as "Grantors"), to HESS REALTY LLC, a Delaware limited liability company, having an address at One Hess Plaza, Woodbridge, New Jersey 07095 (hereinafter referred to as "Grantee").

WITNESSETH, that the Grantors, for good and valuable consideration do hereby remise, release and quitclaim unto the Grantee all right, title and interest of the Grantors in and to:

ALL that certain plot, piece or parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land");

TOGETHER with all right, title and interest of the Grantors in and to all buildings, structures, improvements and fixtures now or hereafter located on the Land (the "Improvements");

TOGETHER with all right, title and interest of the Grantors in and to any strips or gores of land adjoining the Land;

TOGETHER with all right, title and interest, if any, of the Grantors in and to any streets and roads abutting the Land to the center lines thereof;

Station #09533 - Green Cove Springs, FL

TOGETHER with all appurtenances and all the estate and rights of the Grantors in and to the Land;

SUBJECT TO all conditions, easements, rights of way, agreements, covenants, liens, reservations, exceptions, restrictions and other encumbrances of record.

It is the intent of the Trust by virtue of this instrument to terminate the estate for years interest in the Land;

TO HAVE AND TO HOLD all right, title and interest of the Grantors in and to the Land and Improvements and such other rights, title and interests herein granted unto the Grantee, and its successors and assigns, forever.

It is expressly understood and agreed by Grantor and Grantee that this Deed is executed by Wilmington Trust Company, not individually or personally, but solely as SUBI Trustee with respect to SUBI Portfolio No. 2001-3 under the Amended and Restated Trust Agreement dated October 26, 1999, between CIBC Inc. and Wilmington Trust Company in respect of the Amerada Hess Facilities Business Trust No. 1998-1, as supplemented to date (the "Trust Agreement"), in the exercise of the power and authority conferred and vested in it as such SUBI Trustee. Each and all of the representations, undertakings and agreements herein made on the part of the Trust are intended not as personal representations, undertakings and agreements by Wilmington Trust Company, or for the purpose or with the intention of binding Wilmington Trust Company, personally, but are made and intended for the purpose of binding only the SUBI No. 2001-3 Trust Estate (as defined in the Trust Agreement); nothing herein contained shall be construed as creating any liability of Wilmington Trust Company, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of Wilmington Trust Company, to perform any covenant either express or implied contained herein; so far as Wilmington Trust Company is concerned, the parties hereto and any person or entity claiming by, through or under them shall look solely to the SUBI No. 2001-3 Trust Estate for the performance of any obligation hereunder or under the instrument referred to herein; provided that nothing contained in this paragraph shall be construed to limit in scope or substance the general corporate liability of Wilmington Trust Company, (i) expressly provided under the Trust Agreement or (ii) for the gross negligence or willful misconduct of Wilmington Trust Company. This Quitclaim Deed may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one Quitclaim Deed.

A Trustee's Certificate with respect to the Trust is attached hereto as Schedule B. A Certificate of Assistant Secretary with respect to Connell Finance Company, Inc., sole member of Specon, is attached hereto as Schedule C.

IN WITNESS WHEREOF, the Grantors have caused this Quitclaim Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

AMERADA HESS FACILITIES BUSINESS  
TRUST NO. 1998-1, a Delaware statutory trust  
acting only with respect to SUBI Portfolio No.  
2001-3

Dianne Ralph  
Print name: Dianne Ralph

By: Wilmington Trust Company, not in its  
individual capacity but solely as SUBI  
Trustee

Rodrigue Valle  
Print name: Rodrigue Valle

By: Jose L. Paredes  
Name: Jose L. Paredes  
Title: Authorized Officer

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

The foregoing Quitclaim Deed was acknowledged before me, the undersigned  
Notary Public, this 21<sup>st</sup> day of May, 2014 by Jose L. Paredes as an authorized  
signatory of Wilmington Trust Company, not in its individual capacity but solely as SUBI  
Trustee, for AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware  
statutory trust acting only with respect to SUBI Portfolio No. 2001-3. He/She is personally  
known to me or has produced Driver's License as identification.

[Notarial Seal]

George K. Miller  
Notary Public

Name Printed George K. Miller

My commission expires: Sept. 3, 2017

GEORGE K. MILLER  
Notary Public, State of New York  
No. 01MI6288358  
Qualified in New York County  
Commission Expires Sept. 3, 2017

Station #09533 - Green Cove Springs, FL



IN WITNESS WHEREOF, the Grantors have caused this Quitclaim Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered:  
in the presence of:

SPECON VI, LLC

By: Connell Finance Company, Inc., its sole member

[Signature]  
Print name: Carlton N. Blake

[Signature]  
Print Name: Lisa Brabant

By: [Signature]  
Name: Duane Connell  
Title: Exec VP

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

The foregoing Quitclaim Deed was executed before me this 20 day of May, 2014 by Duane Connell as Exec of Connell Finance Company, Inc., the sole member of SPECON VI, LLC, a Delaware limited liability company, on behalf of the corporation. He/She is personally known to me or has produced driver's license as identification.

[Notarial Seal]

Notary Public, State of New York  
No. 01NO4942985  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires October 11, 2014

[Signature]  
Notary Public

Name Printed: YASUKO NOTARUHI

My commission expires: \_\_\_\_\_

## SCHEDULE A

Legal Description

Part of Lot 11, STAFFORD CLARK SUBDIVISION, according to survey, recorded in Plat Book 1, Page 51, Public Records of Clay County, Florida, TOGETHER WITH a part of Lot 10, TRAVERS GRANT, Section 39, Township 5 South, Range 26 East, Clay County, Florida, according to survey recorded in Deed Book I, Pages 624 and 625 of said Public Records, more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Morrison Tract, as recorded in Deed Book W, Page 200 of said Public Records, at its intersection with the Southerly right-of-way line of County Road No. C-315, formerly State Road No. S-315 (a right-of-way of varying width), said point lying on a curve, said curve being concave Southwesterly having a radius of 2831.79 feet; thence Southeasterly along said Southerly right-of-way line of County Road No. C-315 and along the arc of said curve, an arc distance of 137.37 feet, said arc being subtended by a chord bearing of South  $83^{\circ}11'01''$  East and a chord distance of 137.35 feet to a point of tangency of said curve, thence South  $81^{\circ}47'38''$  East continuing along said Southerly right-of-way line, a distance of 377.91 feet to the Point of Beginning, thence South  $81^{\circ}47'38''$  East continuing along said Southerly right-of-way line, a distance of 224.84 feet to its intersection with the Westerly right-of-way line of U S Highway No. 17 (a right of way of varying width), thence South  $43^{\circ}11'49''$  East leaving said Southerly right-of-way line of County Road No. C-315 and along the Westerly right-of-way line of U.S. Highway No. 17, a distance of 101.74 feet to an angle point in said Westerly right-of-way line; thence South  $16^{\circ}44'08''$  East continuing along said Westerly right-of-way line of U.S. Highway No. 17, a distance of 130.81 feet; thence South  $84^{\circ}22'45''$  West leaving said Westerly right-of-way line, a distance of 189.76 feet to a point on a curve, said curve being concave Southwesterly having a radius of 389.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 197.84 feet, said arc being subtended by chord bearing of North  $37^{\circ}48'04''$  West and a chord distance of 195.72 feet to the point of reverse curve of a curve, said curve being concave Northeasterly having a radius of 90.50 feet; thence Northwesterly along the arc of said curve, an arc distance of 70.73 feet, said arc being subtended by a chord bearing of North  $29^{\circ}57'50''$  West and a chord distance of 68.94 feet to the point of compound curve of a curve, said curve, being concave Southeasterly having a radius of 40.50 feet; thence Northeasterly along the arc of said curve, an arc distance of 39.75 feet, said arc being subtended by a chord bearing of North  $20^{\circ}32'34''$  East and a chord distance of 38.18 feet to the Point of Beginning.

**SCHEDULE B**

**TRUSTEE'S CERTIFICATE**

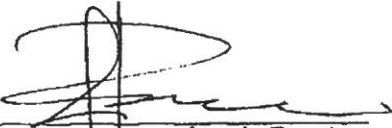
**AMERADA HESS FACILITIES BUSINESS TRUST NO. 1998-1,  
acting only with respect to SUBI Portfolio No. 2001-3**

The undersigned, Wilmington Trust Company, not in its individual capacity but solely as SUBI Trustee as hereinafter set forth, hereby certifies as follows:

1. That Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as SUBI Trustee with respect to SUBI Portfolio No. 2001-3 (the "SUBI Trustee"), under the Amended and Restated Trust Agreement dated as of October 26, 1999 between CIBC Inc. and Wilmington Trust Company, as supplemented to date (the "Trust Agreement"), whose address is Rodney Square North, 1100 N. Market Street, Wilmington, DE 19890, is the sole trustee of Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3 (the "Trust");
2. That Amerada Hess Facilities Business Trust No. 1998-1 is a series statutory trust and has been subdivided into separate statutory trusts, one of which is Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3;
3. That the entire interest in the property reserved by Amerada Hess Facilities Business Trust No. 1998-1 in that certain Quitclaim Deed to Specon VI, LLC dated December 13, 2001 and recorded in Official Records Book 2004, Page 1144, Public Records of Clay County, Florida, has been designated as an asset of SUBI Portfolio No. 2001-3 of the Trust;
4. That the Trust Agreement has not been amended, altered, modified or terminated and remains in full force and effect;
5. That the SUBI Trustee, as of the signing of this Certificate, has not resigned as SUBI Trustee of the Trust, and has the power to convey real property and execute any documents relative thereto;
6. That the SUBI Trustee has been directed and authorized in writing by the sole beneficiary of the Trust to execute documents and instruments as necessary or desirable or to take any action deemed necessary or convenient to facilitate the conveyance of certain assets, all as more particularly described in the documents recorded herewith; and
7. That the individual executing this Certificate is duly authorized and approved in writing by all necessary parties to act on behalf of the SUBI Trustee.

Executed as a sealed instrument this 2<sup>nd</sup> day of June, 2014.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
SUBI Trustee

By:   
Name: Jose L. Paredes  
Title: Assistant Vice President  
Duly Authorized

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

The foregoing Trustee's Certificate was sworn to and subscribed before me,  
the undersigned Notary Public, this 21<sup>st</sup> day of May, 2014 by  
Jose L. Paredes as Assistant Vice President of Wilmington  
Trust Company, not in its individual capacity but solely as SUBI Trustee, for AMERADA  
HESS FACILITIES BUSINESS TRUST NO. 1998-1, a Delaware statutory trust.

[Notarial Seal]

  
Notary Public

Name Printed George K. Miller

My commission expires: Sept. 3, 2017

Personally known      or Produced Identification 2

Type of Identification Produced Driver's License

GEORGE K. MILLER  
Notary Public, State of New York  
No. 01M6288358  
Qualified in New York County  
Commission Expires Sept. 3, 2017

SCHEDULE C

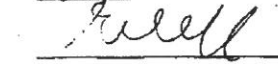
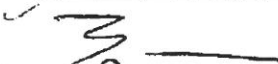


[see attached]

## CONNELL FINANCE COMPANY, INC.

CERTIFICATE OF ASSISTANT SECRETARY

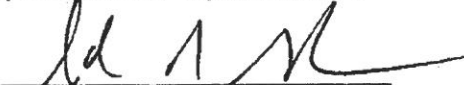
I, Carlton A. Blake, Assistant Secretary of Connell Finance Company, Inc., a New Jersey corporation (the "Corporation"), DO HEREBY CERTIFY on behalf of the Corporation that:

1. The persons named below are duly elected (or appointed), qualified and acting officers of the Corporation, holding on the date hereof the respective offices set forth opposite their respective names, each with the authority, acting alone, to bind the Corporation, and the signatures set forth below opposite their respective names are the genuine signatures of such officers:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Grover Connell	President	
Terry Connell	Senior Executive Vice President, CFO & Treasurer	
Shane Connell	Executive Vice President	
Duane Connell	Executive Vice President	

2. Attached hereto as **Exhibit A** is a true and complete copy of the resolutions adopted as of May 15, 2014 by a Unanimous Consent in Lieu of Meeting of the Executive Committee of the Board of Directors of the Corporation, which resolutions are in full force and effect and have not been altered, amended or rescinded in any way.

IN WITNESS WHEREOF, I have hereunto set my hand on this 2<sup>nd</sup> day of June, 2014.

  
 Carlton A. Blake  
 Assistant Secretary



## EXHIBIT A

NOW, THEREFORE, BE IT


RESOLVED: That any one of Grover Connell, Terry Connell, Shane Connell and Duane Connell be and hereby is authorized on behalf of the Corporation, directly and/or when the Corporation acts on behalf of Specon VI, LLC, a Delaware limited liability company ("Specon VI") whose sole member is the Corporation, to authorize, enter into, execute and/or deliver: (i) that certain Purchase and Termination Agreement to be made and entered into as of June 2, 2014 (the "Specon VI Purchase and Termination Agreement"), among Specon VI, General Foods Credit Corporation, a Delaware corporation, Wilmington Trust Company, a Delaware trust company acting not in its individual capacity, but solely as SUBI Portfolio No. 2001-3 Trustee, Amerada Hess Facilities Business Trust No. 1998-1, a Delaware statutory trust acting only with respect to SUBI Portfolio No. 2001-3, Hess Corporation (formerly known as Amerada Hess Corporation), a Delaware corporation, U.S. Bank National Association (successor to State Street Bank and Trust Company), a national banking association, as Indenture Trustee and Principal Life Insurance Company, an Iowa corporation, as Lender; (ii) any and all deeds to be executed and delivered by Specon VI in connection with the Specon VI Purchase and Termination Agreement (the "Specon VI Deeds"); and (iii) any and all other agreements, notices, assignments, terminations of memoranda, terminations of notices, releases, discharges, satisfactions, approvals, consents, waivers, returns and/or other filings, instruments, documents and certificates ancillary and collateral thereto to which Specon VI or the Corporation is a party, or that he or she shall determine to be necessary or appropriate to effectuating the transactions contemplated under the Specon VI Purchase and Termination Agreement and the Specon VI Deeds, and to effect such changes, modifications and amendments to the documents referenced above directly or by type as such signatory shall deem necessary, desirable or appropriate, his or her execution thereof to be conclusive evidence of his or her approval of such terms and conditions, changes, modifications and amendments; and

RESOLVED: That any action or execution of documents previously taken by any of the foregoing persons on behalf of the Corporation directly, and/or when the Corporation acts on behalf of Specon VI, in connection with the documents referenced above and the transactions contemplated thereby is hereby authorized, ratified, confirmed and approved.

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# CCPAO

## CLAY COUNTY PROPERTY APPRAISER'S OFFICE

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### Owner and Parcel Information

Owner Name	SPEEDWAY LLC	Today's Date	November 24, 2015
Mailing Address	539 SOUTH MAIN STREET	Parcel Number	39-05-26-015113-003-00
	FINDLAY, OH 45840	Tax District	BCC/Schools/SJRWMD (District 1)
Location Address	3254 US HWY 17	2015 Millage Rates	15.5403
Property Usage	STORES, I (001100)	Acres	1.2
Section Township Range	39-5-26	Homestead	N

[Show Parcel Maps](#)
[Generate Owner List By Radius](#)
[Certified Property Record Card](#)
[TRIM Notice](#)

### Value Information

	2013 Certified Values	2014 Certified Values	2015 Preliminary Values
Building Value	\$285,685	\$287,167	\$288,512
Extra Feature Value	\$137,559	\$134,236	\$130,913
Land Value	\$290,736	\$290,736	\$290,736
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value*	\$713,980	\$712,139	\$710,161
Assessed Value	\$713,980	\$712,139	\$710,161
Exempt Value	\$0	\$0	\$0
Taxable Value	\$713,980	\$712,139	\$710,161
Maximum Save Our Homes Portability	\$0	\$0	\$0
AGI Amount			

\*Just (Market) Value\* description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

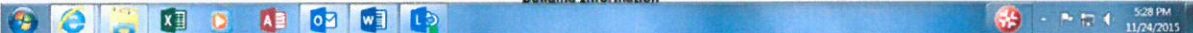
### Legal Information

PT OF LOT 11 STAFFORD CLARK ASREC O R 3650 PG 1874

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

### Tax Information

### Building Information



**ATTACHMENT 5: DECLARATION OF RESTRICTIVE  
COVENANT CHECKLIST**

**UPDATED 12/3/2015**

**Facility Name HESS REALTY LLC**

**10 / 9801811 (Speedway store 6856 / Hess store 9533)**

Does site meet statutory and rule requirements that allow an SRCO with conditions?

Yes ☒ No ☐

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Section .680(2) of Chapters 62-770, 780, 782 and 785, F.A.C. Please refer to the rules for the specific criteria that must be met.

**PRP – Please update as necessary in all comment areas.**

*This petroleum contaminated site meets the requirements of Section 62-780.680(2), F.A.C., for Risk Management Options II. The affected medium is both soil and groundwater. Restrictions shall apply to the soil and groundwater, to prohibit its use. An engineering control to limit direct exposure of the soil is proposed in the Engineering Control Management Plan (EC Plan) to maintain the concrete cap over the soil in the UST area to keep it from leaching to the groundwater.*

**If groundwater is contaminated:** - Please update as necessary

☐ Is an interim control proposed?;

**OR**

☒ Yes (a) Is the plume stable or shrinking?

*The plume is considered stable and confined to the property. NAM sampling has been conducted Semi-Annually since June 2012 and quarterly prior since April 2011. There are concentrations of BTEX and*



PAH remaining above their groundwater cleanup target levels at monitoring wells MW-3, CW-3.

YES (b) Is the plume contained within the property boundaries?

Yes (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

The exhibits presented with the draft restrictive covenant describe the area as approx. 1,000 square feet (0.023 acre).

( n/a ) groundwater meets low yield or poor quality designation. Please refer to guidance available at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

( n/a ) an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it must be in place and PE-certified, and it must be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

( n/a ) plume affects or may potentially affect *only* a marine surface water body.

(d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR must include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC must include language stating that these existing stormwater features shall not be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC. [Refer to Exhibit C page 2 of 2 of draft restrictive covenant.]

**YES, but unable to determine if this has been adequately addressed on site survey map. It does not appear to be labeled only described in Recital H2.A.3} - Per the survey maps of the overall site, there are existing swales or stormwater retention/detention ditches. This includes the 1000-square foot (0.023-acre) restricted portion, which is covered by a paved area (with a partial canopy).**

**If soil is contaminated:** - Please update as necessary.

Soil is contaminated in the area of the UST's. Groundwater is contaminated and monitoring under SA NAM has taken place since 2012. An existing area of