

**LONE STAR ROAD
RETENTION POND SITE
LEGAL DESCRIPTION**

RE NO. 120822-0100

A PORTION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA (BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA. SAID POINT BEING ON THE CENTERLINE OF LONE STAR ROAD (AN 80 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 89 DEGREES 36 MINUTES 57 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 436.77 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40 FEET TO A POINT SITUATED ON THE SOUTHERLY RIGHT-OF-WAY OF LONE STAR ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 57 SECONDS EAST (PARALLEL WITH THE CENTERLINE OF LONE STAR ROAD), A DISTANCE OF 250.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 380.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 57 SECONDS WEST (PARALLEL WITH THE AFOREMENTIONED CENTERLINE OF LONE STAR ROAD), A DISTANCE OF 524 FEET, MORE OR LESS, TO THE CENTERLINE OF STRAWBERRY CREEK; THENCE, MEANDERING IN A NORTHERLY DIRECTION ALONG SAID CENTERLINE OF STRAWBERRY CREEK, A DISTANCE OF 598 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY OF LONE STAR ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 57 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LONE STAR ROAD, A DISTANCE OF 290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

CONTAINING 5.79 ACRES, MORE OR LESS, IN AREA.

REAL ESTATE CERTIFICATE

Comes now, John M. Jones, Esq., as Senior Real Estate Manager for the City of Jacksonville, in compliance with Rule 3.102(g)(1), Council Rules, who certifies the following:

- 1) As a condition precedent to seeking legislation declaring City real estate “surplus”, Section 122.422, of the City of Jacksonville Ordinance Code, requires the Real Estate Division to investigate whether or not there is a “need” for the subject real property by the City or any Independent Agency or, if deemed appropriate by the Division, any other governmental agency or any unit of government.
- 2) As it relates to the subject parcel (RE# 120822-0100), the Real Estate Division has not conducted the investigation of “need” as required by the afore-referenced Section 122.422.
- 3) The Real Estate Division did not conduct such investigation, under Section 122.422, because of the unique nature of this proposed disposition. Specifically, the Developer of the surrounding property would like to incorporate the pond into the single family development. The City will retain a Drainage Easement over the pond.
- 4) There are no other requirements of Chapter 122 which are conditions precedent to seeking legislation for surplus disposition.
- 5) The subject parcel is assessed at \$202,650.00. Purchase price \$267,300.00
Condemnation 11/6/2002.

Respectfully submitted this 30th day of May, 2013



John M. Jones, Esq.
Senior Real Estate Manager

This instrument was prepared by:
Real Estate Division, DPW, as
Agent for the City of Jacksonville,
without benefit of a survey or
title examination.

RECORD AND RETURN TO:
City of Jacksonville
Real Estate Division, DPW
214 N. Hogan St., 10th Floor
Jacksonville, FL 32202

RE# 120822-0100

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of _____, 2013, by the CITY OF JACKSONVILLE, a Florida Municipal Corporation (hereinafter referred to as "Grantor"), in favor of MILL CREEK, L.L.C., a Florida limited liability company (hereinafter referred to as "Grantee"), whose address is: 3840 Crown Point Road, Suite A, Jacksonville, Florida 32257.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, hereby remises, releases and quitclaims to the Grantee, all of that certain parcel or tract of land situate and lying in Duval County, Florida, being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all of the tenements, hereditaments, appurtenances and easements thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH B, BELOW; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, EXCEPTING THE ENVIRONMENTAL LAWS DESCRIBED ABOVE; (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (vi) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (vii) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (a) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (b) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (c) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (viii) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (ix) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (x) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (xi) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (xii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS, WITH ALL FAULTS.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized Officers on the day and year first above written, pursuant to Ordinance No. 2011-521-E.

CITY OF JACKSONVILLE, a Florida
Municipal Corporation

By: _____
Alvin Brown, Mayor

ATTEST: _____
James R. McCain, Jr.
Corporation Secretary

(CORPORATION SEAL):

STATE OF FLORIDA COUNTY OF DUVAL

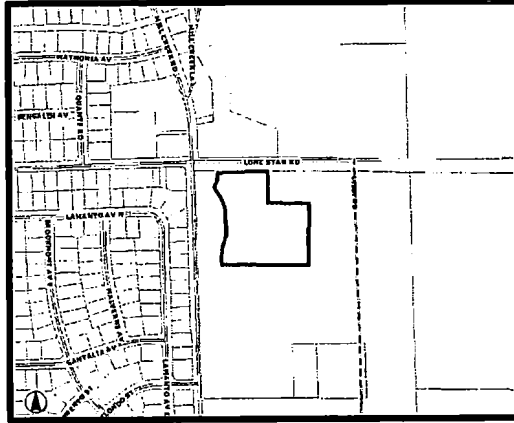
The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, for and on behalf of Mayor Alvin Brown, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me.

Notary Public, State of Florida at Large
My commission expires: _____

(NOTARY SEAL):

FORM APPROVED:

Assistant General Counsel



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RETENTION POND SITE
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CONTAINING 5.79 ACRES, MORE OR LESS, IN AREA.

THIS DOCUMENT PREPARED BY
AND RECORD AND RETURN TO:

Jeffrey D. Smith
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202

RE Project: Name:
LONE STAR RD POND DISPOSITION / MILL CREEK, L.L.C.
Project # 2008-135, Parcel #800
RE: 120822-0100

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "*Easement*") is made this ____ day of _____, 2013 by and between **MILL CREEK, L.L.C.**, a Florida Limited Liability Company, whose business address is 3840 Crown Point Road, Suite A, Jacksonville, FL 32257 ("*Grantor*"), and **CITY OF JACKSONVILLE**, a Florida Municipal Corporation, whose business address is 117 Duval Street West Street, Jacksonville, FL 32202 ("*Grantee*").

BACKGROUND FACTS:

A. **Grantor** is the owner of certain real property located in Duval County, Florida, as more particularly described in **Exhibit "A"**, attached hereto (the "*Easement Area*");

B. Said **Easement Area** was conveyed to the **Mill Creek, L.L.C. (Grantor)** by the **City of Jacksonville (Grantee)** on the ____ day of _____, 2013, pursuant to the authority of **City Ordinance 2013-____-E**. Said conveyance was recorded in Book _____, Page _____, in the Official Records of Duval County, Florida;

C. Prior to said conveyance, the **City of Jacksonville** built, within the boundaries of the subject **Easement Area**, a drainage and retention pond for surface water runoff and storm water drainage and retention for **Lone Star Road**, a public right-of-way;

D. As consideration for the above-referenced conveyance by the **City of Jacksonville, Mill Creek, L.L.C. (Grantor)** agreed to convey to the **City of Jacksonville (Grantee)**, a drainage easement upon, over, under, through and across the **Easement Area**, for the purpose of enabling and allowing **City of Jacksonville (Grantee)** to utilize the **Easement Area** for surface water runoff and storm water drainage and retention from **Lone Star Road**, into the **Easement Area**;

E. **Grantor** and **Grantee** have agreed to execute this **Easement Agreement** on the terms, conditions and restrictions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of *Ten Dollars (\$10.00)* and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Facts**. The Background Facts set forth above are true and correct and incorporated herein by reference.

2. **Grant of Easement**. **Grantor** hereby grants and conveys to **Grantee** a non-exclusive easement upon, over, under, through and across the **Easement Area** for the purpose of allowing **Grantee** to use the **Easement Area** for surface water runoff and storm water drainage and retention from **Lone Star Road** for the benefit of **Grantee**, together with the right of **Grantee** of ingress and egress over the **Easement Area** for doing anything necessary, useful or convenient for the enjoyment of this **Grant of Easement**. In the event **Grantor's** newly configured pond site extends beyond the present **Easement Area**, upon completion of the newly configured pond site, the **Grantor** shall grant to the **Grantee** an additional drainage easement, so as to incorporate the entire newly configured pond site.

3. **Limitations and Restrictions**. The **Grant of Easement** described above and all rights established thereby are subject to the following:

a. **Non-exclusive Use**. The **Grant of Easement** and all rights granted herein shall be non-exclusive. **Grantor** shall continue to enjoy the use of the **Easement Area** for any and all purposes not inconsistent with **Grantee's** rights hereunder, including the right to continue to use the **Easement Area** to serve **Grantor's** adjacent property for surface water runoff and storm water drainage. Neither **Grantee** nor **Grantor** shall unreasonably interfere with the other's exercise of its rights hereunder, nor shall they unreasonably interfere with each other's contractors, employees, agents, representatives, tenants, licensees, successors or other permitted users of the **Easement Area** in connection with the exercise of their respective rights hereunder.

b. **Maintenance and Repair**. **Grantor**, at its sole expense, on behalf of itself and its successors and assigns, does hereby agree to expand the existing storm water retention pond located within the **Easement Area** and further agrees that at all times during the term of this **Grant of Easement**, **Grantor** shall maintain, at its sole cost and expense, or cause to be maintained, the **Easement Area**, the retention pond and any and all drainage facilities, drainage pipes, structures or improvements constructed upon, installed or located therein (together referred to herein as the "**Drainage Facilities**"), and any other improvements existing from time to time, in a state of good order and repair, in a safe, clean and sanitary condition and in compliance with applicable laws and regulations, including, without limitation, applicable environmental laws and regulations.

c. **Self-Help by Grantee**. If at any time **Grantor** fails to maintain the **Easement Area** and **Drainage Facilities**, or adhere to its duties and obligations as

provided herein, **Grantee** may (but without any obligation to do so), in the event any required repair or maintenance is not completed within thirty (30) days' after written notice to **Grantor**, initiate and complete the repair or maintenance at its own expense and recover from the **Grantor** the reasonable cost of such repair or maintenance.

d. **Indemnification.** To the extent permitted by and subject to the limitations of **Section 768.28, Florida Statutes**, which provisions and limitations are not altered, waived or expanded, **Grantee** shall indemnify and hold the **Grantor** harmless from and against any loss, damages (including consequential damages), costs (including reasonable attorney's fees), or liability arising out of the use or maintenance of the **Drainage Facilities** and the **Easement Area** by **Grantee** or its employees, contractors, agents or others acting on behalf of **Grantee** on or about the **Easement Area**. Notwithstanding the foregoing, **Grantee's** indemnity obligations shall not apply to claims arising from **Grantor's** negligence or willful misconduct. **Grantor** shall indemnify and hold the **Grantee** harmless from and against any loss, damages (including consequential damages), costs (including reasonable attorney's fees) or liability suffered by **Grantee** or its employees, contractors, agents or others, arising out of **Grantor's** operation, maintenance and repair of the **Drainage Facilities** and the **Easement Area** as provided herein. Notwithstanding the foregoing, **Grantor's** indemnity obligations shall likewise not apply to claims arising out of **Grantee's** negligence or willful misconduct.

4. **Miscellaneous.**

a. **Governing Law; Venue.** The laws of the **State of Florida** shall govern this **Grant of Easement** and venue for any cause of action arising out of this **Drainage Easement Agreement** shall lie in the **Circuit Court in and for Duval County, Florida**.

b. **Notices.** Any notice or election required or permitted to be given or served by any party hereto upon the other party shall be deemed given or served in accordance with the provisions of this **Grant of Easement** when delivered either personally or by a courier service to the following addresses:

As to Grantor:

Mill Creek, L.L.C.
3840 Crown Point Road, Suite A
Jacksonville, Florida 32257
Attn: Curtis Hart
Telephone: _____
Facsimile: _____

As to Grantee:

City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attn: Senior Real Estate Manager
Telephone: (904) 255-8700
Facsimile: (904) 255-8948

With a copy to:

Office of General Counsel
Government Operations Department
Real Estate and Contracts Division
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 630-7067
Facsimile: (904) 630-1731

Either party may change its address for the purpose of giving notice hereunder by giving the other party notice thereof in accordance with the provisions of this paragraph.

c. **Covenants Running with the Land.** This **Grant of Easement** and the easement rights, restrictions and agreements created and granted herein shall be appurtenant to and run with the title to **Grantor's** property, and shall be binding upon the parties and their respective successors and assigns.

d. **Incidental Rights.** The easement rights granted and conveyed herein include all incidental rights reasonably necessary for the use and enjoyment of the easement rights for their intended purpose.

e. **Attorney's Fees.** In the event it becomes necessary for any party hereto to file suit to enforce this **Drainage Easement Agreement** or any provisions contained herein or with respect to any matter regarding the subject matter herein, each party shall be responsible for payment of its own attorney's fees, including the costs of paralegals or expert witness fees and costs incurred in such suit, whether at trial or on appeal or in connection with any bankruptcy or similar proceedings.

f. **No Third-Party Beneficiaries.** This **Grant of Easement** is solely for the benefit of the formal parties herein and no right or cause of action shall, upon or by reason hereof, accrue to or for the benefit of any third party not a formal party hereto. Nothing in this **Grant of Easement** expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this **Grant of Easement** or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

g. **Amendment.** Except as otherwise provided herein, this **Grant of Easement** shall not be changed, amended or modified except by an instrument in writing, executed by the owners of record of the **Easement Area** and the **Grantee**.

h. **Counterparts.** This **Grant of Easement** may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this **Grant of**

Easement, it shall not be necessary to produce or account for more than one such counterpart.

i. **Waiver of Jury Trial**. EACH PARTY TO THIS EASEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DRAINAGE EASEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT LEGAL COUNSEL.

j. **Exhibits**. The Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

GRANTOR:

WITNESSES:

MILL CREEK, L.L.C., a Florida Limited Liability Company,

BY: THE COLLINS GROUP, INC., a Florida Corporation, its Manager.

(Sign) _____
(Print) _____

By: _____
Print Name: J. D. Collins
Its: President

(Corporate Seal)

Address: 3840 Crown Point Road, Suite A
Jacksonville, FL 32257

(Sign) _____
(Print) _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by J. D. Collins, the President of The Collins Group, Inc., a Florida corporation, the Manager of MILL CREEK, L.L.C., a Florida Limited Liability Company, on behalf of the Limited Liability Company, who [] is personally known to me, or [] produced _____ as identification.

Printed name: _____
Notary Public, State of Florida

My commission expires:

Commission no.:
(NOTARIAL SEAL)

CITY OF JACKSONVILLE,
a Florida Municipal Corporation

ATTEST: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Alvin Brown, Mayor

(CORPORATION SEAL):

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, for and on behalf of Mayor Alvin Brown, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me.

Notary Public, State of Florida at Large
My commission expires: _____

(NOTARY SEAL):

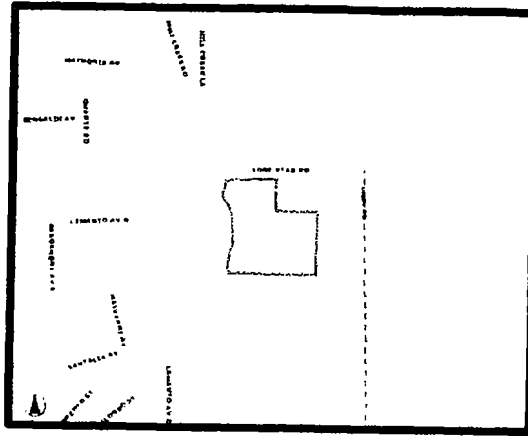
FORM APPROVED:
Office of General Counsel

By: _____

EXHIBIT "A"

(Easement Area)

EXHIBIT "A"



LONE STAR ROAD
RETENTION POND SITE
LEGAL DESCRIPTION

RE NO. 120822-0100

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