

Prepared by, record and return to:  
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RE Parcel No. 016413-1000  
Buyer's TIN: 01-2731119

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JIM FULLER  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
RECORDING \$ 17.00  
TRUST FUND \$ 2.50  
DEED DOC STAMP \$ 3,150.00  
REC ADDITIONAL \$ 16.00

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** (this "Deed"), made as of August 31, 2004, between **CHIMNEY LAKES INVESTMENT COMPANY**, a Florida corporation hereinafter called Grantor, and whose address is 2021 Art Museum Drive, Suite 200, Jacksonville FL 32207, herein the Grantor, and **IRONMEN PROPERTIES I, LLC**, a Florida limited liability company, hereinafter called Grantee and whose address is 4400 Royal Tern Court, Jacksonville Beach, FL 32250, herein the Grantee, WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida:

See Exhibit A attached hereto and made a part hereof;

[The property appraiser's parcel identification number(s) for such land or the larger parcel(s) of land of which such land is a part is/are RE No(s). 016413-1000]

Together with all improvements and fixtures thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining. This conveyance is made subject to taxes assessed subsequent to December 31, 2003 and to such easements, covenants, restrictions and all other matters of record (provided this Deed shall not operate to reimpose the same). **The conveyance is subject to the provisions of Exhibit "B" attached hereto and made a part hereof.**

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

Grantor does hereby warrant and will defend the title to said land against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but against none other.



(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name on the date set forth in the acknowledgment below, but to be effective and deemed delivered for all purposes as of the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

CHIMNEY LAKES INVESTMENT COMPANY  
A Florida corporation

Nancy L Buchanan  
Name: Nancy L Buchanan  
[Signature]  
Name: [Signature]

By Wirt A. Beard Jr.  
Wirt A. Beard Jr., as President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me on August 31, 2004 by Wirt A. Beard Jr., as President of Chimney Lakes Investment Company, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced a th. driver license as identification.



Nancy L Buchanan  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
 Personally known; or  
 Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A"**

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF WATERMILL UNIT TWO, AS RECORDED IN PLAT BOOK 54, PAGES 47, 47A, 47B, 47C, 47D, 47E AND 47F OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF ARGYLE FOREST BOULEVARD (A 200 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED); SAID RIGHT OF WAY BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 671.70 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 29 MINUTES 37 SECONDS WEST, 668.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80 DEGREES 19 MINUTES 49 SECONDS WEST, CONTINUING ALONG LAST SAID LINE, 181.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 40 MINUTES 10 SECONDS WEST 277.69 FEET; THENCE NORTH 80 DEGREES 19 MINUTES 50 SECONDS WEST, 242.54 FEET; THENCE NORTH 27 DEGREES 34 MINUTES 32 SECONDS WEST, 130.73 FEET; THENCE NORTH 33 DEGREES 30 MINUTES 57 SECONDS WEST, 92.26 FEET; THENCE NORTH 73 DEGREES 32 MINUTES 21 SECONDS WEST, 111.86 FEET; THENCE NORTH 09 DEGREES 40 MINUTES 11 SECONDS EAST, 93.12 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF ARGYLE FOREST BOULEVARD; THENCE SOUTH 80 DEGREES 19 MINUTES 49 SECONDS EAST, ALONG LAST SAID LINE, 495.88 FEET TO THE POINT OF BEGINNING.

Exhibit B

By its acceptance hereof Grantee agrees for itself and for its successors and assigns, as follows:

a. Prior to commencing the construction of any improvements on the subject lands Grantee shall submit to Grantor the plans and specifications for such improvements (including without limitation samples of materials and color selections, landscaping, signage, lighting and a location plan for the proposed improvements). Grantor shall have the right to approve such plans and specifications so as to assure that the colors, styles and aesthetic considerations of the proposed improvements are consistent with other improvements in the surrounding Chimney Lakes area. If Grantor has not approved or disapproved the plans and specifications in writing within thirty (30) days after submission, time being of the essence hereof, such approval shall be deemed to have been given.

b. The reservation of the foregoing approval rights shall not create any responsibility or liability of Grantor for the improvements, and Grantee shall not have a claim or cause of action against Grantor because of its approval of the proposed improvements.

c. No "Butler" type buildings or trailers will be permitted on the subject property other than during the period of construction of improvements.

d. In consideration of WaterMill Master Association, Inc.'s maintenance and repair of (a) landscaping and related improvements within and along Argyle Forest Boulevard serving the WaterMill subdivision(s) and (b) the retention ponds and other stormwater management facilities serving the subject lands (pursuant to and subject to the requirements of St. Johns River Water Management District Permit No. 40-031-17232-21, serving WaterMill Units 10, 11, 12 and 13), Grantee shall pay to WaterMill Master Association, Inc., its successors and assigns, within thirty (30) days after receipt of a written invoice, an annual assessment (the "Assessment") in an amount equal to the product of (i) the annual single family home assessment for homes in WaterMill Units 10, 11, 12 and 13, and (ii) three (3). The Assessment shall be payable annually each calendar year commencing in January, 2005. In addition, Grantee shall pay within thirty (30) days after receipt of a written invoice, any special assessment assessed by WaterMill Master Association, Inc., for the foregoing purposes, which, when assessed, shall be deemed to be included within the meaning of the term "Assessment". The Assessment shall be a lien upon the subject lands enforceable by WaterMill Master Association, Inc., its successors and assigns, in the same manner as the foreclosure of mortgages. The lien shall include interest at eighteen percent (18%) per annum from the due date of the particular Assessment and the costs of enforcement, including reasonable attorneys fees at all trial and appellate levels. The lien of any Assessment shall take priority as of the filing in the public records of Duval County, Florida, of a notice of the lien, but in all events shall be subordinate and inferior to any first mortgage held by an institutional lender such as a bank, savings association, credit union, insurance company or similar commercial lender.

e. The provisions hereof shall be deemed to run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor, Grantee and WaterMill Master Association, Inc.