

Prepared by and return to:

C. William Curtis, III  
Fisher, Tousey, Leas & Ball, P.A.  
701 Market Street, Unit 109  
Saint Augustine, FL 32095  
(904) 819-6959

File Number: 2023-49

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## Trustee's Deed

This Warranty Deed made this 7<sup>th</sup> day of July, 2023 between Susan Curtis and Lisa Gorospe, individually and as Co-Trustees of the Shirley Ann Gorospe Revocable Living Trust dated June 13, 2005, with a mailing address of 3724 Harbor Drive, St. Augustine, FL 32084, grantor, and Jonathon Ralph Ryan and Sandra Lynn Ryan, Husband and Wife, of 4570 Serna Avenue, Grant Valkaria, FL 32950, grantee:

(Whenever used herein the terms "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, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia County, Florida to-wit:

**Parcel G of the Division of Land (DIV 0014) known as the "Shirley Gorospe Tract", which is more particularly described on the Attached Exhibit A.**

**NOTE TO PROPERTY APPRAISER: This is a cut-out of Parcel Identification Number: 24-5S-15-00469-000**

Subject to taxes for 2023, and subsequent years, and covenants, conditions, restrictions, easements, reservations and limitations of record, if any, and Restrictions and Protective Covenants attached hereto as Exhibit B.

Together with all the tenements, hereditaments and appurtenances thereto 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, except taxes accruing subsequent to December 31, 2022.

The land described herein is not the homestead of the grantors, and neither of the grantors nor either grantors' spouses, nor anyone for whose support the grantors are responsible, resides on or adjacent to said land.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Deborah A. Bowles  
Witness  
Deborah A. Bowles  
Print Name

Susan A.

Susan Curtis, Individually and as Co-Trustee of the Shirley Ann Gorospe Revocable Living Trust, dated June 13, 2005

Brittany Nixon  
Witness  
Brittany Nixon  
Print Name

Lisa G.

Lisa Gorospe, Individually and as Co-Trustee of the Shirley Ann Gorospe Revocable Living Trust, dated June 13, 2005

Deborah A. Bowles  
Witness  
Deborah A. Bowles  
Print Name

Brittany Nixon  
Witness  
Brittany Nixon  
Print Name

State of Florida

County of Saint Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of July, 2023 by Susan Curtis and Lisa Gorospe, Individually and as Co-Trustees of the Shirley Ann Gorospe Revocable Living Trust, dated June 13, 2005 who  are personally known or  have produced drivers' licenses as identification.

[Seal]



BRITTANY NIXON  
Commission # HH 027412  
Expires August 3, 2024  
Bonded Thru Budget Notary Services

Brittany Nixon

Notary Public

Print Name: Brittany Nixon

My Commission Expires: 8/3/2024

Exhibit A

Legal Description

A PART OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 15 EAST, COLUMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SAID SECTION 24, TOWNSHIP 5 SOUTH, RANGE 15 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE S.01°25'36"E., ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 2304.74 FEET; THENCE S.88°01'22"W., 40.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW ICHE TUCKNEE AVENUE; THENCE CONTINUE S.88°01'22"W., 502.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.88°01'22"W., 743.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF SW JOE MARKHAM DRIVE; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID JOE MARKHAM DRIVE THE FOLLOWING CALLS: S.01°21'15"E., 422.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET AND AN INTERNAL ANGLE OF 14°50'08"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 85.45 FEET TO THE POINT OF TANGENCY; THENCE S.13°28'54"W., 97.15 FEET; THENCE S.01°28'45"E., ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NE 1/4 A DISTANCE OF 29.26 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SW JOE MARKHAM ROAD AND POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND AN INTERNAL ANGLE OF 65°18'59"; THENCE RUN SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.80 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.46°02'30"E., 75.55 FEET; THENCE S.78°41'59"E., 38.23 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET AND AN INTERNAL ANGLE OF 10°58'22"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.20 FEET TO THE POINT OF TANGENCY; THENCE S.67°43'38"E., 175.59 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND AN INTERNAL ANGLE OF 17°36'20"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.96 FEET TO THE POINT OF TANGENCY; THENCE S.85°19'58"E., 311.85 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND AN INTERNAL ANGLE OF 02°43'47"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.39 FEET TO THE POINT OF TANGENCY; THENCE S.88°03'45"E., 56.21 FEET; THENCE N.01°21'15"W., LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF SW JOE MARKHAM DRIVE A DISTANCE OF 849.57 FEET TO THE POINT OF BEGINNING.

**Exhibit B**  
**Restrictions and Protective Covenants**

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 750 square feet. Mobile homes and modular housing will be allowed, providing they meet the minimum square footage requirements and are in good condition. No structure of a temporary character, trailer (not including mobile homes or barndominiums), basement, tent, shack, garage, barn or other outbuildings shall be used on the Property at any time as a residence, either temporarily or permanently. Any mobile home placed on the Property shall be skirted within sixty (60) days of placement on the property with material that matches the exterior of the mobile home and said mobile home shall be not more than five years old prior to placement on the Property. All mobile homes must be properly registered and permitted by Columbia County.
2. Motorhomes, travel trailers, campers are permitted as a temporary dwelling only for the duration of necessary land clearing for construction or for the duration of building a permanent dwelling and only if said motorhome, travel trailer, or camper meets Columbia County Building and Zoning requirements. Visitors of a landowner may use said motorhome, travel trailer or camper, however no motorhomes, travel trailers or campers shall be occupied for a period of time exceeding one hundred twenty (120) consecutive days.
3. The Property shall not be used or maintained as a dumping ground for hazardous materials, junk, rubbish, trash, or waste of any kind. The Property shall not be used to store junk, inoperable or damaged cars, or other similar material that may be unsightly or a nuisance to neighbors.
4. No part of the Property or any improvements situated thereon shall be put to any level of industrial, manufacturing, or other use which may cause an annoyance or nuisance to the neighborhood, or which may create offensive odor, fumes, dust, smoke, noise, vibration or pollution, including, but not limited to, factories, or uses which are more prone to fire or explosion beyond common residential use.
5. No swine shall be raised, bred, or kept on the parcel. Dogs, cats and other pets may be kept provided they are confined by a fence, pen, or similar containing structure or within a residence. Large animals shall be limited to one per acre, i.e., one (1) cow or one (1) horse per acre. Paddocks and pens shall be kept clean and neat in appearance so as not to be a nuisance.
6. If any owner governed by this Declaration, person, firm or corporation, or their heirs, successor or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for Owner or its successors in title to prosecute and proceed at law or equity against said owner, person, firm or corporation, or their successors or assigns, violating or attempting to violate the covenants herein, and obtain any injunctive relief or other remedy provided by law, including but not limited to, damages, costs and attorney's fees, including any appeals. Said costs may be collected by the placing of a lien thereon against the parcel and by its foreclosure in due and legal manner.
7. No defacement of property is allowed. Borrow pits are prohibited. A pond may be constructed and maintained on any parcel so long as all necessary permits are obtained. If a pond is constructed, it must be maintained in such a way as not to become a nuisance.