

This Instrument Prepared By
S. AUSTIN PEELE
DARBY, PEELE, BOWDOIN & PAYNE
Attorneys at Law
Post Office Drawer 1707
Lake City, Florida 32056

Inst: 2004002226 Date: 02/03/2004 Time: 09:48
Doc Stamp-Deed : 264.60
MC DC, P. Dewitt Cason, Columbia County B: 1005 P: 2945

TRUSTEES' DEED

THIS TRUSTEES' DEED made this 21st day of January, 2004, by DANIEL CRAPPS, a married person not residing on the property hereafter described, and ROD BOWDOIN, a single person, as Co-Trustees under Trust Agreement dated June 2, 1996 known as FAIRFIELD FARMS LAND TRUST, whose mailing address is c/o Daniel Crapps, 2806 West U.S. Highway 90, Lake City, Florida 32055, (herein "Grantor") to ROBERT D. SMITH and ANDREA G. SMITH, whose mailing address is Route 17, Box 2028, Lake City, Florida 32055, (herein "Grantee"):

WITNESSETH:

That the Grantor, pursuant to the powers and authority granted by the terms and provisions of the aforesaid Trust Agreement and in consideration of the sum of TEN AND NO/100 (\$10.00) 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 in Columbia County, Florida, viz:

A part of the East 1/4 of Section 30, Township 3 South, Range 16 East, Columbia County, Florida being more particularly described as follows: Commence at the southeast corner of the northeast 1/4 of the northeast 1/4 of said Section 30 and run thence north 88° 47'09" west 360.00 feet; thence south 00°56'27" west 2,070.31 feet; thence run 89° 03' 33" west 60.00 feet to the point of beginning; thence south 00° 56'27" west 611.31 feet; thence north 89° 05'09" west 270.39 feet; thence north 01° 03' 35" east 611.10 feet; thence south 89°07'52" east 269.12 feet to the point of beginning containing 3.78 acres, more or less.

Tax parcel #: Part of RO-2398-226

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto Grantee and to the proper use, benefit and behoove of Grantee, their heirs, successors, and assigns, in fee simple forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in Grantor as trustee by the terms of the deed or deeds delivered to Grantor in pursuance of the Trust Agreement above mentioned, or by the terms of said Trust Agreement. This deed is made subject to all restrictions and easements, if any, of record, lien for current taxes and additional covenants and restrictions with respect to the property herein described as follows:

- (1) No mobile home shall be located on the property, which term shall include manufactured or modular homes.
- (2) Any residential dwelling constructed on the property shall contain a minimum of 2000 square feet of heated area.
- (3) The property shall be used solely for residential or agricultural purposes, including the keeping of livestock thereon, and for parking of vehicles attending equestrian related events which, from time to time, take place on real property adjacent to the property described herein which is presently owned by Grantee and on which they operate a retail business specializing in western apparel, equipment and related items.
- (4) Grantee acknowledges that Grantor has informed Grantee that Grantor intends to develop real property owned by Grantor located to the West and North of the property described herein for commercial purposes and notwithstanding the limitations upon the use by Grantee of the property conveyed hereby as herein provided, Grantee acknowledges and agrees to the development of such adjacent property for such commercial purposes and will execute any agreements or consents required or requested in the future to assist Grantee, their agents, successors or assigns, in any re-zoning or change of land use of the property adjacent to the property described herein for such commercial use.
- (5) Nothing contained herein shall preclude Grantee from hereafter applying to change the land use of the property described herein to commercial use and re-zone the property accordingly, if the adjacent property owned by Grantor has been likewise re-zoned for commercial use and Grantor

agrees to cooperate with Grantee and execute such documents, including consents or otherwise as may be necessary to assist Grantee in the change of land use classification and re-zoning of such properties thereon.

- (6) The covenants and restrictions contained herein shall be covenants running with the title to the land and shall be binding upon the parties hereto, their heirs, successors and assigns and shall be effective from the date hereof until December 31, 2034.

The term "Grantor" or "Grantee" when used herein, shall mean singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these

presents the day and year first above written. Inst: 2004002226 Date: 02/03/2004 Time: 09:48

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DC, P. DeWitt Cason, Columbia County B: 1005 P: 2947

Signed, sealed and delivered
in the presence of:

Patricia D. Sepko
Witness
Patricia D. Sepko
(Print or Type Name)

Tammy I. Spivey
Witness
Tammy I. Spivey
(Print or Type Name)

Daniel Crapps
Daniel Crapps, as Co-Trustee
under Trust Agreement dated June 2,
1996, known as Fairfield Farms Land
Trust

Rod Bowdoin
Rod Bowdoin, as Co-Trustee
under Trust Agreement dated June 2,
1996, known as Fairfield Farms Land
Trust

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 27th day of January, 2004, by Rod Bowdoin and Daniel Crapps, individually and as Co-Trustees under Trust Agreement dated June 2, 1996, known as Fairfield Farms Land Trust, and on behalf of said Trust, who are personally known to me, or who produced _____ as identification.

(NOTARIAL
SEAL)

Patricia D. Sepko
Notary Public, State of Florida
Patricia D. Sepko
(Print or Type Name)

My Commission Expires:

