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**DECLARATION OF EASEMENTS,
 COVENANTS, CONDITIONS, AND RESTRICTIONS**

This **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS** (this "Declaration") is made this 20th day of December, 2002 (the "Effective Date"), by **BARTRAM INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32225, ("Declarant") and is made in reference to the following facts:

RECITALS:

(A) Declarant is the owner of numerous adjoining parcels of real property in Duval County, Florida, ("Bartram Park"), part of which Declarant intends to sell to others ("Phase 1").

(B) Phase 1 is part of the Bartram Park Development of Regional Impact, the development of which is authorized by the following development orders (collectively, the "DO"):

1. Ordinance No. 2000-451-E adopted by the City of Jacksonville, Florida, on August 4, 2000, as amended, (the "Duval DO");
2. Resolution No. 2000-139 adopted by St. Johns County, Florida, on September 19, 2000, as amended, (the "St. Johns DO").

(C) The development and use of Phase 1 is subject to all of the terms and provisions of the following documents, all as amended from time to time, (collectively, the "Development Documents"):

1. The DO;
2. The comprehensive plan amendment;
3. Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended;

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4. Planned Unit Development Resolution No. 2001-3 adopted by St. Johns County, Florida, on January 17, 2001, and recorded February 1, 2001, in Official Records Book 1563, at page 32, of the public records of St. Johns County, Florida, as amended;

5. Declaration of Covenants, Conditions, and Restrictions made by Bartram Park, Ltd., Flagler Development Company, and Bartram Lakes, LLC, dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 39, of the public records of Duval County, Florida, and recorded May 7, 2001, in Official Records Book 1597, at page 1230, of the public records of St. Johns County, Florida, as amended; and

6. Declaration of Covenants and Restrictions for Bartram Park dated April 27, 2001, and recorded May 4, 2001, in Official Records Book 9977, at page 155, of the public records of Duval County, Florida, as amended.

(D) The Development Documents provide for or allow a limited master drainage system, lakes, internal roadways with medians, streetscaping, pedestrian trails and walks, public parks, adoption of architectural themes and development standards, and the creation of BARTRAM PARK OWNERS' ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 13361 Atlantic Boulevard, Jacksonville, Florida 32256, (the "Owners' Association") and a design review committee (the "DRC") to manage various aspects of the development and operation of Bartram Park.

(E) All improvements to Phase 1 are and shall be subject to the Development Documents, the development standards promulgated pursuant thereto (the "Development Standards"), and the prior review and approval of Declarant, the Owners' Association, and the DRC, as required by the Development Documents.

(F) Declarant desires to declare and establish certain covenants, conditions, and restrictions as to the development and use for Declarant and its successors and assigns, including each and every other person, partnership (whether general or limited), corporation, or other legal entity (the "Owner") owning fee simple title to: (i) Tract 26, containing forty-six and 34/100 (46.34) acres, more or less, in Duval County Florida, as more particularly described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, ("Tract 26"); (ii) Drainage Parcel No. 2, containing zero and 37/100 (0.37) acres, more or less, as more particularly described in Exhibit "B," which is attached hereto and, by this reference, made a part hereof, (the "Drainage Parcel"); (iii) Tract 26A, containing zero and 50/100 (0.50) acres, more or less, as more particularly described in Exhibit "C-1," which is attached hereto and, by this reference, made a part hereof, ("Tract 26A"), subject to a perpetual, exclusive easement for the use of Tract 26A for an entry feature, as more particularly described hereinbelow; (iv) Tract 26B, containing one and 50/100 (1.50) acres, more or less, as more particularly described in Exhibit "C-2," which is attached hereto and, by this reference, made a part hereof, ("Tract 26B"), subject to a perpetual, exclusive easement for the use of Tract 26B for drainage, as more particularly described hereinbelow; and (v) 25' Pedestrian Trail "A," which is a portion of Tract 26, containing 0.60 acres, more or less, as more particularly described in Exhibit "D," which is attached hereto and, by this reference, made a part hereof, (the "Pedestrian Trail"), subject to a perpetual, exclusive easement for the use of the Pedestrian Trail as a linear park and pedestrian trail, as more particularly described hereinbelow.

(G) Declarant desires to declare, establish, grant, convey, and reserve over, upon, and across, or appurtenant to, the Property (as hereinbelow defined) certain easements for ingress and egress and for the provision of utilities, for drainage, for maintenance, and for ingress and egress in connection therewith.

(H) Declarant desires to declare, establish, grant, convey, and reserve over, upon, and across, or appurtenant to, the Project Amenities (as hereinbelow defined) certain easements for the use of Tract 26A as an entry feature, for the use of the Pedestrian Trail as a linear park and pedestrian trail, and for the provision of utilities, for drainage, for maintenance, and for ingress and egress in connection therewith.

NOW, THEREFORE, for and in consideration of the easements, covenants, conditions, and restrictions herein contained, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

SECTION ONE - INTRODUCTION

1.1 Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true, accurate and correct and the Recitals are, by this reference, made a part of this Declaration.

1.2 Exhibits. The exhibits attached to this Declaration are, by this reference, made a part of this Declaration.

1.3 Definitions and Abbreviations. The following terms are used in this Declaration as defined in this Section 1.3:

(a) The terms defined in the preamble of this Declaration are used in this Declaration as defined therein.

(b) The terms defined in the Recitals are used in this Declaration as defined therein.

(c) The term "Additional Utility Easements" shall have the meaning assigned to it in Section 6.6.

(d) The term "Bartram Park Boulevard" shall have the meaning assigned to it in Section 6.1.

(e) The term "BellSouth" shall have the meaning assigned to it in Section 6.4.

(f) The term "Beneficiaries" shall have the meaning assigned to it in Section 12.1.

(g) The term "CDD" shall have the meaning assigned to it in Section 4.3.

(h) The term "Common Utility Easement" shall have the meaning assigned to it in Section 6.2.

- Section 2.1. (i) The term "Development Rights" shall have the meaning assigned to it in
- Documents. (j) The term "DRC" shall have the meaning assigned to it in the Development
- 7.3. (k) The term "Entry Feature" shall have the meaning assigned to it in Section
- (l) The term "Entry Feature Easement" shall have the meaning assigned to it in Section 9.1.
- (m) The term "Easement No. 1" shall have the meaning assigned to it in Section 6.2.
- (n) The term "Flagler" shall have the meaning assigned to it in Section 6.4.
- (o) The terms "Future Beneficiary" and "Future Beneficiaries" shall have the meaning assigned to them in Section 6.6.
- (p) The term "J.E.A." shall have the meaning assigned to it in Section 6.2.
- 7.4. (q) The term "Linear Park" shall have the meaning assigned to it in Section
- (r) The term "Owners Association" shall have the meaning assigned to it in the Development Documents.
- (s) The term "Parcels 4 and 5 (Tract 13)" shall have the meaning assigned to it in Section 5.2.
- (t) The term "Property" shall include Tract 26 (less the Pedestrian Trail) and the Drainage Parcel.
- (u) The term "Project Amenities" shall include Tract 26A, Tract 26B, and the Pedestrian Trail.
- (v) The term "Public Utility Easement" shall have the meaning assigned to it in Section 9.4.
- (w) The term "Reclaimed Water Easement" shall have the meaning assigned to it in Section 9.3.
- (x) The term "Revisions" shall have the meaning assigned to it in Section 2.5.
- 2.7. (y) The term "Stucco Wall" shall have the meaning assigned to it in Section

(z) The term "Temporary Access Easement" shall have the meaning assigned to it in Section 6.1.

(aa) The term "Temporary Construction Easement No. 1" shall have the meaning assigned to it in Section 6.3.

(bb) The term "Temporary Construction Easement No. 2" shall have the meaning assigned to it in Section 6.5.

(cc) The term "Timber Cutting Rights and Access Easement" shall have the meaning assigned to it in Section 10.2.

SECTION TWO - DEVELOPMENT OF THE PROPERTY

2.1 Development Rights Associated with the Property. The Property may be developed with up to, but not more than, three hundred fifty thousand (350,000) square feet of commercial (retail) development (as defined by the DO) (the "Development Rights"), which shall include the corresponding right to develop small offices. Conversion of commercial (retail) development entitlements to "office" entitlements shall be performed consistent with the land-use exchange table set forth and contained in the Development Order (as in effect on the Effective Date hereof), and more specifically according to the following formula: one (1) SF commercial (retail) shall convert to two and 79027/100000 (2.79027) SF office. The Property shall not be developed any more intensively than is permitted by the Development Rights or for any use other than commercial (retail) development and/or small offices. Neither the Owner of the Property nor any part or parts thereof, nor their respective tenants and subtenants, nor their respective successors and assigns, shall seek any increase of the Development Rights, except as may be realized through the conversion of commercial (retail) entitlements to office entitlements consistent with the Development Order and subject to any limitations contained therein.

2.2 Development of the Property. The development of and construction upon the Property shall be undertaken only in strict compliance with the plans, specifications, and other documents or instruments for such development or construction submitted to, and reviewed and approved by, the Declarant, the Owners' Association, and/or the DRC, as required by this Declaration or the Development Documents, so as to achieve harmony of external design and visual and acoustical privacy.

2.3 Architectural Review and Approval of Improvements to the Property. All improvements to the Property, including, without limitation, any and all site improvements, landscaping, and structures of any kind, are and shall be subject to the Development Documents, the Development Standards promulgated pursuant thereto, and the prior review and approval of Declarant, the Owners' Association, and the DRC, as required by the Development Documents. No such landscaping, site improvements, or structures, and no addition, change, or other alteration thereto, shall be undertaken, commenced, erected, placed, or maintained upon the Property unless and until the plans, specifications (including colors and roofing materials), and locations of or for the same (including any modification or other revisions to any such plans, specifications, or location), have been submitted to and approved, in writing, by Declarant, the Owners' Association, and/or the DRC, as required by the Development Documents. To streamline the process of obtaining such approvals, Declarant agrees: (a) to accept, on its own

behalf and on behalf of the Owners' Association and the DRC, all plans, specifications, or other documents or instruments that the Owner of the Property are or may be required to submit to either Declarant, or the Owners' Association, or the DRC; (b) to the extent the same are required to be submitted to the Owners' Association or the DRC, to transmit the same to the Owners' Association and/or the DRC, as appropriate, in a timely manner; (c) to act as an intermediary between the Owner of the Property and the Owners' Association and/or the DRC with respect to all communications between the Owner of the Property and the Owners' Association and/or the DRC; and (d) to communicate to the Owner of the Property the collective approval or disapproval of Declarant, the Owners' Association, and the DRC of the said Owner's plans, specifications, or other documents or instruments. Declarant shall or shall cause the Owners' Association and/or the DRC, as required by this Declaration or the Development Documents, to approve or disapprove properly submitted plans and specifications for the development of or construction on the Property, in writing, within thirty (30) days after each submission, failing which said plans and specifications shall be deemed approved. Any disapproval shall be accompanied by comments which, if incorporated into such plans, specifications, or other documents or instruments, would result in the approval of the same. . In the alternative, Owner may submit, for the review of Declarant, the Owners' Association, and/or the DRC, as appropriate, such other corrective measures which address, in whole or in part, the stated objections to the submitted plans and specifications. Declarant shall or shall cause the Owners' Association and/or the DRC, as appropriate, to approve or disapprove of the revisions to the plans and specifications within fifteen (15) days after each submission. The foregoing process shall continue until such time as Declarant, the Owners' Association, and/or the DRC, as appropriate, approves the proposed plans and specifications.

2.5 Replacement of Improvements. Any subsequent construction, installation, replacement and/or reconstruction of any improvements constructed or placed upon the Property that is performed in accordance with previously-approved site plans, building plans, or landscaping plans using previously-approved materials shall be deemed approved.

2.4 Assignment of Review and Approval Rights. Until the completion of the development of the Property, Declarant shall not assign its prior review and approval rights under this Declaration to any person, including any corporation, partnership, or other legal entity, including the Owners' Association and the DRC, that is not controlled by, or under common control with, Declarant, except as may be required by the Development Documents, or with the prior written consent of the Owner of the Property.

2.5 Amendments to the Development Documents. Notwithstanding any provision or implication of this Declaration or in any document or instrument executed and/or delivered in connection with this Declaration to the contrary, as between Declarant and the Owner of the Property, Declarant shall have the right, in its sole, absolute, and unfettered discretion, to seek, obtain, and/or make or enter into amendments, supplements, or other modifications or revisions (individually or collectively, "Revisions") of or to the Development Documents and the Owner of the Property shall not object hereto; provided, however, that Declarant shall not seek, obtain, or make or enter into Revisions of or to the Development Documents that would: (i) reduce the density or intensity of the Development Rights; (ii) result in any increase in the development exactions imposed on the Property; (iii) otherwise materially adversely impact the Owner's ability to develop the Property or materially delay the said Owner in the development of the Property to the extent of the Development Rights; or (iv) result in any increase in the Owner's share of any regular or special assessments levied pursuant to the Development Documents,

without the prior written consent of the said Owner, which shall not be unreasonably withheld or delayed. Without limiting or affecting the foregoing, the Owner agrees that it shall not seek any Revisions to the Development Documents, without first obtaining the prior written consent of Declarant, which consent may be withheld in the sole, absolute and unfettered discretion of Declarant.

2.6 Additional Design Standards. In addition to general or specific design, structural, and aesthetic standards set forth in the Development Documents, Declarant, in any event, may require that the following standards be met:

(a) All garbage dumpsters and other garbage collection facilities shall be shielded from view structurally or by landscaping, and shall be maintained in conformity with the requirements of governmental authorities having jurisdiction over the Property;

(b) All roof-top mechanical equipment and other equipment protruding through the roof or located on the roof of any building shall be architecturally and structurally shielded from the plane of public view at surface (ground) level;

(c) No pylon or similar signs shall be constructed, erected, or otherwise maintained on the Property. All project identification signage on the Property shall be monument signs; provided, however, that the foregoing shall not preclude façade signage for individual tenants/users of the Property. All signage on the Property shall be constructed, erected and maintained as required by, and in accordance with, the Development Documents and Development Standards; and

(d) All buildings and other structures, all sidewalks and walkways, entrances and exits, service roads, driveways, parking areas, and other common areas and access ways on the Property shall be constructed in a good and workmanlike manner and in accordance with all applicable governmental laws, statutes, ordinances, codes, rules, and regulations.

2.7 Stucco Wall. The Owner shall, at its sole cost and expense and prior to the completion of any vertical construction on the Property, construct an eight (8.0) foot high masonry wall with a stucco finish (the "Stucco Wall") along the common boundary between the Tract 26 and the adjoining Parcel 6. The Stucco Wall shall meet the requirements imposed by the City of Jacksonville, Florida.

2.8 Stormwater Drainage. All of the stormwater drainage requirements of the Property shall be accommodated upon the Property. All of the stormwater runoff from the Property shall be treated on the Property prior to being discharged from the Property and shall be discharged from the Property through the Drainage Parcel.

2.10 Use of Reclaimed Water. Reclaimed water shall be used for irrigating any and all landscaping installed upon the Property, provided that the available reclaimed water is suitable for landscape irrigation purposes.

2.11 Connections with Public Utility Lines. The Owner shall be responsible for the installation of meters and for all connection, "tap," and other such charges, as well as all periodic or other such service charges of the provider of potable and reclaimed water, sewer, and other utility services, together with any and all impact and other such fees relative thereto.

SECTION THREE – MAINTENANCE OF THE PROPERTY AND IMPROVEMENTS

3.1 General Maintenance Standards. All buildings and other structures, all sidewalks and walkways, entrances and exits, service roads, driveways, parking areas, stormwater retention facilities and other common areas and access ways on the Property shall be maintained, repaired, and kept, by the owner thereof, at its sole cost and expense, in a good, sightly, and serviceable condition; such maintenance and repair shall include, without limitation removing all papers, debris, filth, and refuse and thoroughly sweeping all sidewalks and walkways, service roads, driveways, parking areas, and other common areas and access ways to the extent reasonably necessary to keep such areas in a neat, clean, and orderly condition.

3.2 Maintenance of Landscaping on the Property. The Owner shall, at its sole cost and expense, maintain all landscaping on the Property “to the back of the curb” or to the edge of any abutting pavement, as the case may be. All landscaped areas shall be regularly maintained, with such replacements of shrubs and other landscaping being made as reasonably required by Declarant or the Owners’ Association, and all landscaped areas shall be adequately weeded, fertilized, watered and otherwise maintained as required by, and in accordance with, the Development Documents and the Development Standards.

3.4 Maintenance of the Stucco Wall. Owner shall, at its sole cost and expense, maintain, and as necessary, repair and replace the Stucco Wall.

3.5 Formation of a Property Owners’ Association. Nothing contained herein shall be deemed to prevent or prohibit the Owner from forming or creating an entity charged with maintaining the common areas of the Property and levying a common area maintenance assessment upon the various owners, tenants and subtenants of the Property in connection therewith.

SECTION FOUR – ASSESSMENTS, TAXES, CDD

4.1 Assessments. Owner shall promptly pay, when due, any and all Owners’ Association assessments properly levied against the Property, pursuant to the Development Documents.

4.2 Taxes. Owner shall promptly pay to the appropriate taxing authority, when due, any and all ad valorem taxes properly levied against the Property.

4.3 Community Development District. Declarant acknowledges and agrees that the Property shall not be subject to a Community Development District (“CDD”) and/or any assessments related thereto.

SECTION FIVE – USE RESTRICTIONS

5.1 Restrictions upon Uses of the Property. Declarant and the Owner, their respective tenants and sub-tenants, and their respective successors and assigns, shall be bound by the following affirmative covenants, conditions, and restrictions:

(a) The Property shall be used only for lawful purposes in conformance with all restrictions imposed hereby and applicable governmental laws, statutes, ordinances, codes, rules, and regulations.

(b) No part of the Property shall be used for any one or a combination of the following without the prior written consent of Declarant and the Owners' Association: (i) the operation of a gas station, filling station, service station, or other retail facility selling motor fuels or for any other purpose requiring under or above-ground petroleum storage tanks or the dispensing of motor fuels, except that the Property may be used for the purpose of dispensing of motor fuels coincident with the operation of a convenience store (by way of example, but not limitation, a "Hess Express" and/or "BP/Amoco Food Store") and/or in association with an anchor tenant's retail operation (by way of example, but not limitation, a free-standing "Wal-Mart" gas facility); (ii) the operation of a car sales lot; (iii) a standalone tire store or automotive service or repair facility (provided however, that the same shall not preclude the operation of a tire store and/or oil change service in connection with a discount department store); or (iv) the operation of cocktail lounge or bar (except in connection with the operation of a full-service restaurant), discotheque, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, adult bookstore, adult theater, massage parlor, adult amusement facility or any other facility selling or displaying pornographic materials or having such displays, thrift store, second-hand store, auction house, flea market, or any use which would constitute a legal nuisance.

5.2 Restrictions upon Uses of Declarant's Adjacent Property. For a period of three (3) years after the Effective Date of this Declaration, no part of Declarant's real property described in Exhibit "E," which is attached hereto and, by this reference, made a part hereof, ("Parcels 4 and 5 (Tract 13)"), shall be used for a grocery store, supermarket or any other retail store containing, individually, and not in the aggregate, more than twenty thousand (20,000) square feet of gross leasable area, without the prior, express written consent of the Owner. Declarant further covenants and agrees that, for so long as there is in operation, or under development or construction, a grocery store or supermarket upon the Property, no part of Parcels 4 and 5 (Tract 13) shall be used as a grocery store or supermarket without the prior, express written consent of the Owner. If, upon development of the Property, the shopping center does not include a grocery store or supermarket tenant or tenants or, if at any time after the development of the Shopping Center, the grocery store or supermarket tenant or tenants go "dark" or ceases to operate as a grocery store or supermarket for a period in excess of six (6) continuous months (so long as the discontinuation of such exclusive use or uses is not due to remodeling, fire, casualty, repairs, strike, or other causes beyond the control of the Owner or its respective successors and assigns), then the above restriction, as it pertains to the discontinued exclusive use, shall be waived; however, in no event shall the waiver of the exclusive use affect the continuance of the other restrictions with respect to the Property as herein set forth.

SECTION SIX – EASEMENTS BENEFITING OR BURDENING THE PROPERTY

6.1 Grant of Temporary Access Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of the Owner of all or any part or parts of the Property, their respective tenants, sub-tenants, employees, agents, invitees, customers, guests, successors and assigns, a non-exclusive temporary access easement (the "Temporary Access Easement") over, upon, through and across that part of Tract 3 described in Exhibit "F," which is attached hereto and, by this reference, made a part hereof ("Bartram Park Boulevard"), for the purpose of providing free pedestrian and vehicular access (ingress and egress), to and from the Property and St. Augustine Road (which was formerly and is also known as Old St. Augustine Road), over and across the Pedestrian Trail at the locations shown on the Phase 1 Roadway Plan dated September 12, 2001, the same being attached hereto as Exhibit "G." The Temporary Access Easement granted herein shall terminate upon recordation of a plat for Bartram Park Boulevard in the public records of Duval County, Florida. Notwithstanding the foregoing, the Owner of the Property shall be responsible for the costs, if any, of: (a) constructing the driveways across the Pedestrian Trail required to take advantage of such full access to and from Bartram Park Boulevard; (b) constructing the curb cuts, driveways across the Pedestrian Trail, and the like associated with any "right-in, right-out" access to and from the Property from and to Bartram Park Boulevard that may be approved by Declarant; and (c) constructing any curb cuts, median cuts, acceleration and deceleration lanes, driveways, and the like associated with access to or from the Property directly from or to St. Augustine Road (which was formerly and is also known as Old St. Augustine Road) and for the costs of any additional signalization associated with any such direct access from or to St. Augustine Road, other than signalization at the intersection of Bartram Park Boulevard with St. Augustine Road, which signalization is or shall be the responsibility of the City of Jacksonville, Florida, or Declarant. Pursuant to Section 2.3 hereof, Declarant, the Owners' Association, and the DRC shall have the right to approve or disapprove the location and design of all curb cuts, all median cuts, all acceleration and deceleration lanes, all driveways, all additional signalization, and the like so as to ensure conformity with the site plan and the character of Bartram Park, which approval shall not be unreasonably withheld or delayed. For and in consideration of the aforescribed grant of easement, the Owner shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of the Owner's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Declarant.

6.2 Grant of Common Utility Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of Jacksonville Electric Authority, a body politic and corporate existing in Jacksonville, Duval County, Florida, of the State of Florida, ("J.E.A.") its successors and assigns, a perpetual non-exclusive easement (the "Common Utility Easement") over, through, under and across Bartram Park Boulevard for the purposes of placing, installing, keeping, maintaining and operating underground utility lines to provide potable and reclaimed water, sewer, electric, gas and other utility services to the Property. The potable and reclaimed water and sewer lines shall be stubbed out at the boundary of either: (a) the Property; or (b) that portion of Tract 26A and the Pedestrian Trail adjacent to Bartram Park Boulevard more particularly described in Exhibit "H," which is attached hereto and, by this reference, made a part hereof, ("Easement No. 1"). For and in consideration of the aforescribed grant of easement, J.E.A. shall: (a) indemnify, defend, and hold Declarant, the Owner of Phase 1 and the Owner

harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of J.E.A.'s exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of Declarant, the Owner of Phase 1 and/or the Owner. J.E.A. shall, at its sole and expense, and upon request by the Declarant and/or the Owners' Association, restore that portion of the Property, Bartram Park Boulevard and/or Easement Area No. 1 affected hereunder, to that condition that existed, immediately prior to J.E.A.'s entry upon the same under this Section 6.2.

6.3 Grant of Temporary Construction Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of the Owner of all of any part or parts of the Property, their respective tenants, sub-tenants, employees, agents, invitees, customers, guests, successors and assigns, a non-exclusive temporary construction easement ("Temporary Construction Easement No. 1"), over, upon, through, under and across Bartram Park Boulevard, to the extent necessary to connect with the utility stubouts now or hereafter provided by J.E.A. The connections with such utility lines shall be constructed, installed, maintained, repaired, replaced, or reconstructed in a good and workmanlike manner and in accordance with applicable regulations of J.E.A. The aforescribed easement rights and privileges shall immediately terminate upon the completion of the final phase of development upon the Property. For and in consideration of the aforescribed grant of easement, the Owner of the Property shall indemnify, defend, and hold Declarant harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of the Owner's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of Declarant.

6.4 Reservation of Telecommunication Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of BellSouth Telecommunications, Inc. ("BellSouth"), Declarant, and the Owner of Phase 1 or any part or parts thereof, their respective tenants and sub-tenants, and their respective successors and assigns, a non-exclusive easement upon, over, through and across the Property and the Project Amenities, as required by that certain letter agreement by and among Declarant, Flagler Development Company ("Flagler"), Bartram Lakes, LLC, and BellSouth dated April 17, 2001, wherein Declarant and Flagler agreed to grant to BellSouth non-exclusive easements for telecommunication facilities within the rights-of-way in Phase 1.

6.5 Reservation of Temporary Construction Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of itself and its successors and assigns an exclusive, temporary construction easement (the "Temporary Construction Easement No. 2") over, upon, and across that portion of the Property described in Exhibit "I," which is attached hereto and, by this reference, made a part hereof, for the purpose of contractor mobilization, materials staging and for the construction of a temporary drainage pond in connection with the construction of the proposed road, linear park, and utility lines within the right of way for Bartram Park Boulevard. The aforescribed easement rights and privileges shall terminate on the earlier of: (i) ten (10) days after completion and acceptance (by the appropriate governmental authorities) of the planned improvements within Bartram Park Boulevard; or (ii) 5:00 P.M. Eastern Time on May 1, 2003, whichever occurs first. For and in consideration of the

aforescribed grant of easement, Declarant shall indemnify, defend, and hold the Owner of the Property or any part or parts thereof harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of Declarant's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Property or any part or parts thereof. Declarant shall, at its sole and expense, and upon request by the Owner of the Property or any part or parts thereof, restore the Property to that condition that existed, immediately prior to Declarant's entry upon the same under this Section 6.4.

6.6 Future Grants of Easement. The Owner of the Property or any part or parts thereof shall be obligated to declare, establish, grant and convey for the benefit of J.E.A., BellSouth, Declarant, and/or the Owner of Phase 1 or any part or parts thereof, and their respective successors and assigns (singularly a "Future Beneficiary" or collectively, the "Future Beneficiaries"), such non-exclusive easements upon, over, through and across the Property (the "Additional Utility Easements"), for the purpose of placing, installing, keeping, maintaining and operating, at the Future Beneficiary's sole cost and expense, such underground utility lines as said Future Beneficiary may reasonably require; provided, however, that such Additional Utility Easements: (a) shall not encroach upon any existing or planned building areas and/or other significant improvements and/or structures; and (b) shall not unduly restrict, burden or impact any Owner's use of the Property (which shall include an affirmative obligation on the part of the Future Beneficiary to maintain the free flow of traffic to and from the Property of any part or parts thereof during construction of the subject utility lines); and (c) shall not materially adversely effect the marketability of the Property; and (d) shall be placed and located in such a manner so as to minimize the impact to existing and/or proposed development. The Owner and the requesting Future Beneficiary shall negotiate, in good faith, and enter into a separate recorded easement agreement (or agreements, as the case may be) defining the limits of the proposed Additional Utility Easements and setting forth each parties rights and responsibilities with respect thereto, which shall include an obligation upon the Future Beneficiary to: (i) indemnify, defend, and hold the Owner of the Property or any part or parts thereof harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of Future Beneficiary's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Property or any part or parts thereof; and (ii) restore the Property, at its sole and expense and upon request by the Owner of the Property or any part or parts thereof, to that condition that existed, immediately prior to the Future Beneficiary's entry upon the same.

6.7 Preservation of Access. Notwithstanding anything to the contrary contained herein, any exercise of the easement rights provided for in this Declaration that affect or could affect vehicular access (ingress and egress) to any improvements and businesses now or hereafter located upon the Property, shall be subject to and conditioned upon the benefited party preserving and maintaining unobstructed vehicular access (ingress and egress) to and from the Property and Bartram Park Boulevard.

SECTION SEVEN – DEVELOPMENT OF THE PROJECT AMMENITIES

7.1 Development Rights Associated with the Project Amenities. There are no development rights associated with the Project Amenities, other than the right of the Declarant and/or the Owners' Association to develop an Entry Feature and Linear Park, as required by the DO.

7.2 Restrictions on Uses of Project Amenities. The Project Amenities may not be developed for any use other than: (i) an Entry Feature and Linear Park for the Bartram Park Development of Regional Impact; (ii) for drainage and utilities; and (iii) for pedestrian and vehicular access (ingress and egress) to and from the Property and Bartram Park Boulevard. All other uses, unless otherwise collectively agreed to, in writing, by the Declarant, the Owners' Association and the Owner of the Project Amenities, shall be strictly prohibited.

7.3. Entry Feature. An entry feature (the "Entry Feature") for the Bartram Park Development of Regional Impact shall be constructed upon Tract 26A by Declarant and/or the Owners' Association, as required by the Development Documents or as deemed necessary or desirable by Declarant, subject only to such easements for drainage and public utilities as Declarant may declare, establish, grant, convey, or reserve pursuant hereto.

7.4. Pedestrian Trail. A linear park and pedestrian trail (the "Linear Park") shall be constructed shall be constructed upon the Pedestrian Trail by Declarant and/or the Owners' Association, as required by the Development Documents or as deemed necessary or desirable by Declarant, subject only to: (a) such easements for drainage and public utilities as Declarant may declare, establish, grant, convey, or reserve; and (b) the right of the Owner of the Property to construct not more than two (2) driveways across, and to use, the Pedestrian Trail for pedestrian and vehicular access (ingress and egress) to and from the Property and Bartram Park Boulevard, the aforesaid driveways to be constructed in accordance with Section 6.1 hereof.

7.5 Development Standards for the Project Amenities. So as to achieve harmony of external design and visual and acoustical privacy, the development of, and construction upon, the Project Amenities shall be undertaken by the Declarant and/or the Owners' Association in strict compliance with the plans, specifications, and other documents or instruments for such development or construction submitted to and reviewed and approved by Declarant, the Owners' Association, and/or the DRC, as required by this Declaration or the Development Documents.

7.6 Architectural Review and Approval of Improvements to the Project Amenities. All improvements to the Project Amenities, including, without limitation, any and all site improvements, landscaping, and structures of any kind, are and shall be subject to the Development Documents, the Development Standards promulgated pursuant thereto, and the prior review and approval of Declarant, the Owners' Association, and the DRC, as required by the Development Documents. No such landscaping, site improvements, or structures, and no addition, change, or other alteration thereto, shall be undertaken, commenced, erected, placed, or maintained upon the Project Amenities unless and until the plans, specifications, and location of the same have been submitted to and approved in writing by Declarant, the Owners' Association, and/or the DRC, as required by the Development Documents. Notwithstanding any provision or implication of this Declaration or in any document or instrument executed and/or delivered in connection with this Declaration to the contrary, as between Declarant and the Owner of the Project Amenities, Declarant shall have the right, in its sole, absolute, and unfettered discretion,

to seek, obtain, and/or make or enter into Revisions of or to the Development Documents and the Owner of the Project Amenities shall not object hereto.

7.7 Drainage for Project Amenities. Declarant shall construct such off-site improvements as are necessary to accommodate the drainage requirements of the Project Amenities and shall complete the same with the completion of the other planned improvements to Bartram Park Boulevard.

7.8 Use of Reclaimed Water. Reclaimed water shall be used for irrigating any and all landscaping installed upon the Project Amenities, provided that the available reclaimed water is suitable for landscape irrigation purposes.

7.9 Tree Planting Requirements. All trees planted on the Project Amenities shall offset any tree planting requirements imposed on Declarant with respect to Phase 1, excluding the Property.

7.10 Conveyance of Project Amenities to the Owners' Association. If the Owner so elects, the Owner may convey the Project Amenities, or any part thereof, to the Owners' Association and the Owners' Association shall accept the conveyance of the same; provided, however, that the Owners' Association shall not thereby incur any liabilities or other obligations not otherwise the responsibility of the Owners' Association hereunder or under the Development Documents.

SECTION EIGHT – MAINTENANCE OF THE PROJECT AMENITIES, INSURANCE

8.1 Maintenance of the Entry Feature. The Declarant or the Owners' Association shall, at its sole cost and expense (subject to any right of reimbursement from the property owners of Phase I, as set forth in the Development Documents) maintain and, as necessary, repair or replace the Entry Feature and keep the same in a state of good condition and repair.

8.2 Maintenance of the Linear Park. The Declarant or the Owners' Association shall, at its sole cost and expense (subject to any right of reimbursement from the property owners of Phase I, as set forth in the Development Documents) maintain and, as necessary, repair or replace the Linear Park and keep the same in a state of good condition and repair.

8.3 Maintenance of Landscaping on Project Amenities. The Declarant or the Owners' Association shall, at its sole cost and expense (subject to any right of reimbursement from the property owners of Phase I, as set forth in the Development Documents) regularly maintain all landscaping on the Project Amenities "to the back of the curb" or to the edge of any abutting pavement, as the case may be, with such replacements of shrubs and other landscaping being made as reasonably required, and all landscaped areas at all times being adequately weeded, fertilized, and watered and otherwise maintained as required by, and in accordance with, the Development Documents and the Development Standards.

8.5 Insurance. Declarant or the Owners' Association shall procure and maintain, at its sole cost and expense (subject to any right of reimbursement from the property owners of Phase I, as set forth in the Development Documents), in full force and effect throughout the term of this Agreement, general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Project

Amenities, such insurance to afford protection to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for injury or death of a single person, and to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for any one (1) occurrence, and to the limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for property damage. (Such limits shall be increased to Five Million and No/100 Dollars (\$5,000,000.00) if such increased limits are available at commercially-reasonable prices and on commercially-reasonable terms.) Declarant and/or the Owners' Association shall provide the Owner with certificates of such insurance, from time to time, upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Declarant and/or the Owner's Association, which may cover other property in addition to the Project Amenities. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the Owner and shall name Owner as an additional insured.

SECTION NINE - EASEMENTS BENEFITING OR BURDENING THE PROJECT AMENITIES

9.1 Entry Feature Easement. Declarant hereby declares, establishes, grants, conveys, and reserves, for the benefit of Declarant, the Owners' Association, and to such third parties as are required by the Development Documents or are deemed necessary or desirable by Declarant, an exclusive easement upon, over, through and across Tract 26A for the construction and placement of the Entry Feature (the "Entry Feature Easement"). The constructing party (i.e. the Declarant or the Owners' Association, as the case may be) shall indemnify, defend, and hold the Owner of the Project Amenities harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of constructing party's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Project Amenities. Declarant shall, at its sole and expense, and upon request by the Owner of the Project Amenities, restore the Property to that condition that existed, immediately prior to Declarant's entry upon the same under this Section 9.1.

9.2 Linear Park Easement. Declarant hereby declares, establishes, grants, conveys, and reserves, for the benefit of Declarant, the Owners' Association, and to such third parties as are required by the Development Documents or are deemed necessary or desirable by Declarant an exclusive easement upon, over, through and across the Pedestrian Trail, for the construction and placement of the Linear Park. The constructing party (i.e. the Declarant or the Owners' Association, as the case may be) shall indemnify, defend, and hold the Owner of the Project Amenities harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of constructing party's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Project Amenities. Declarant shall, at its sole and expense, and upon request by the Owner of the Project Amenities, restore the Property to that condition that existed, immediately prior to Declarant's entry upon the same under this Section 9.2.

9.3 Reclaimed Water Line Easement. Declarant hereby declares, establishes, grants, conveys, and reserves unto itself and the Owners' Association, a perpetual non-exclusive blanket

utility easement upon, over, through and across the Project Amenities (the "Reclaimed Water Easement") for the purposes of constructing, installing, using, operating, maintaining, repairing, replacing, and reconstructing a reclaimed water line serving and benefiting the Project Amenities. Declarant or the Owners' Association shall cause the reclaimed water line serving the Project Amenities to be stubbed out at the boundary of the Property, Easement No. 1, or elsewhere within the Project Amenities, provided that the same does not interfere with, aesthetically detract from and/or encroach upon any improvements installed in connection with the Entry Feature and/or the Linear Park. The constructing party (i.e. the Declarant or the Owners' Association, as the case may be) shall indemnify, defend, and hold the Owner of the Project Amenities harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of constructing party's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Project Amenities. Declarant shall, at its sole and expense, and upon request by the Owner of the Project Amenities, restore the Property to that condition that existed, immediately prior to Declarant's entry upon the same under this Section 9.3.

9.4 Grant of Additional Utility Easements upon, over, and/or across the Project Amenities. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of J.E.A., a perpetual non-exclusive blanket utility easement upon, over, through and across the Project Amenities (the "Public Utility Easement") for the purposes of constructing, installing, using, operating, maintaining, repairing, replacing, and reconstructing underground utility lines and related facilities providing service to the Property and/or the rest of Phase 1; provided, however, that such utility installations do not interfere with, aesthetically detract from and/or encroach upon any improvements installed in connection with the Entry Feature and/or the Linear Park. J.E.A. shall be responsible for the initial construction and installation of the underground utility lines and related facilities within the Public Utility Easement, at its sole cost and expense, and shall be responsible for operating, maintaining, repairing, and, as necessary, replacing or reconstructing such underground utility lines and related facilities, at its sole cost and expense. Such underground utility lines and related facilities shall be constructed, installed, used, operated, maintained, repaired, replaced, and/or reconstructed in a good and workmanlike manner and shall be kept and maintained in good condition and repair. The foregoing grant of easement is conditioned upon J.E.A. agreeing to: (a) indemnify, defend, and hold the Declarant, the Owner of Phase 1 and the Owner of the Project Amenities, or any part or parts thereof, harmless from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs) for any and all injuries to persons and for any and all damage to property occurring as a result of such installing Utility Provider's exercise, negligent or otherwise, of the easement rights granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Project Amenities; and (b) restore, at J.E.A.'s sole cost and expense and upon request by the Owner of the Project Amenities, the Declarant and/or the Owners' Association, the Project Amenities to that condition that existed, immediately prior to Declarant's entry upon the same under this Section 9.4.

9.5 Drainage. Declarant hereby declares, establishes, grants, conveys, and reserves, for the benefit of Declarant, the Owners' Association, and the Owner of the Project Amenities a non-exclusive easement upon, over, and across the Property for stormwater drainage as necessary to accommodate the stormwater drainage requirements of the lands located within the

Project Amenities and to the extent that the stormwater drainage requirements of the Project Amenities cannot be accommodated reasonably on site; provided, however, that such stormwater drainage easement shall not encroach on any existing or planned buildings or other significant structures, otherwise unduly burden the Property Owner's use or proposed development of the Property, or materially adversely effect the marketability of the Property.

SECTION TEN – EASEMENTS BENEFITING OR BURDENING THE PROPERTY AND THE PROJECT AMENITIES

10.1 Easement to Correct Drainage. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of Declarant and its successors and/or assigns, a blanket easement and right on, over, through, under and across the surface of the Property and the Project Amenities to maintain and to correct the drainage and flow of stormwater and other erosion controls in order to maintain reasonable standards of health, safety, and appearance; provided, however, that the foregoing shall not entitle the Declarant to alter or modify any permitted stormwater drainage facilities constructed or installed upon the Property and/or increase the retention duration or peak volume capacity thereof, without first obtaining the prior written consent of the Owner of the Property and/or Project Amenities (as the case may be) and the applicable permitting authority having jurisdiction thereover.

10.2 Reservation of Timber Cutting Rights and Access Easement. Declarant hereby declares, establishes, grants, conveys, and reserves for the benefit of itself and its successors and assigns, the exclusive right to cut and harvest, without further compensation or remuneration to the Owner, mature timber located upon the Property and the Project Amenities (without any obligation to do so) together with a corresponding non-exclusive easement and right of access over, through and across the Property and the Project Amenities (together the "Timber Cutting Rights and Access Easement"), subject to the following terms and conditions: (a) the aforescribed rights and privileges shall terminate at 5:00 P.M. Eastern Time on May 1, 2003; (b) Declarant shall not cut and/or harvest any timber without first obtaining a permit therefor from the appropriate governmental agencies and/or regulatory authorities having jurisdiction thereover; (c) prior to commencing cutting and harvesting work hereunder, Declarant shall provide Owner notice of which timber Declarant has secured a permit to cut and harvest; (d) Declarant shall remove any and all timber, brush and/or other vegetation disturbed during the course of its timber cutting and harvesting activities hereunder; and (e) Declarant shall indemnify, defend, and hold the Owner of the Property or any part or parts thereof harmless from and against any and all claims, demands, losses, liabilities, penalties, fines, costs [including, but not limited to: (i) reasonable attorneys' fees and court costs; (ii) any mitigation costs associated with the improper or unauthorized harvesting of protected timber; and (iii) any construction delay costs incurred by Owner] arising out of or in connection with Declarant's exercise, negligent or otherwise, of the rights and privileges granted herein, except to the extent that the same are occasioned, in whole or in part, by the willful or negligent act or omission of the Owner of the Property or any part or parts thereof.

10.3 Stormwater Easement for St. Augustine Road. Declarant hereby declares, establishes, grants, conveys and reserves for the benefit of the City of Jacksonville an exclusive easement upon, over, through and across the Property and the Project Amenities, as required by, and in accordance with, that certain Declaration of Stormwater Easement for St. Augustine Road by and between the City of Jacksonville and Bartram Park, Ltd., dated November 13, 2002, and, in furtherance thereof, declares, establishes, grants, conveys and reserves for the benefit of itself

and its successors and assigns temporary, non-exclusive easements, upon, over, through and across the Property and the Project Amenities, for entry and for all purposes reasonably necessary to enable Declarant and its successors and assigns to perform any of the terms, provisions, covenants or conditions of the said Declaration of Stormwater Easement for St. Augustine Road.

SECTION ELEVEN – JOINDER IN PLAT

11.1 Joinder in Plat. The Owner of the Property and the Project Amenities, as well as any lending institution holding a mortgage or other encumbrance thereon, shall join in Declarant's application to the City of Jacksonville, Florida, for the approval of a plat of the Property and/or the Project Amenities and/or Bartram Park Boulevard and, ultimately, in the execution of such plat, the form and content of which shall be reasonably acceptable to such owner or owners. Declarant shall record the plat on the completion of and acceptance (by the appropriate governmental authorities) of the planned improvements to Bartram Park Boulevard, which shall mean only that portion of the spine road within Phase 1.

SECTION TWELVE - MISCELLANEOUS PROVISIONS

12.1 Covenants Run With the Land. Each easement, covenant, condition, and restriction contained herein shall be appurtenant to and for the benefit of all portions of the Property and the Project Amenities, and shall run with the land, and shall be binding upon each and every successor-in-interest of Declarant, regardless of whether the deed or other instrument of conveyance by which such successor-in-interest acquires title shall recite that the Property and/or the Project Amenities is or are subject and subordinate to the terms and provisions hereof. The easements, licenses, rights, and privileges established, created, and granted hereby shall be for the benefit of, and restricted solely to, Declarant, the Owners' Association, or the other specifically defined or designated beneficiaries (the "Beneficiaries") and the fee simple owners or their nominees, and their respective successors or assigns, of all or any portion of the Property or the Project Amenities, as their interests may appear; however, Declarant, the Owners' Association, or the Beneficiaries and any such fee simple owner may grant the privilege or benefit of such easement, license, right, or privilege to its respective successors, assigns, tenants, subtenants, or other nominees.

12.2 Duration. Except as otherwise provided herein, each easement, covenant, condition, restriction, and undertaking contained in this Declaration shall exist in perpetuity, unless Declarant (for so long as it owns any part or parts of Phase 1) and the owner of all (or all of the remainder of) of Phase 1, and their first mortgagees, agree, in writing, to the contrary.

12.3 Privity of Contract and/or Estate. This Declaration will create privity of contract and/or estate with and among Declarant, the Owners' Association, and all grantees of all or any part of the Property or the Project Amenities, their respective heirs, personal representatives, successors, and assigns. In the event of the breach of any of the terms, agreements, easements, covenants, conditions, or restrictions contained herein, any one or more of Declarant, the Owners' Association, the Beneficiaries, as the fee simple owners, or their mortgagees, of any portion of the Property or the Project Amenities will be entitled to full and adequate relief by all available legal and equitable remedies from any consequence of such breach, and all costs and expenses of any suit or proceeding for enforcement, including reasonable attorneys' fees, will be assessed against the defaulting owner; provided, however, that no tenant, subtenant, licensee,

concessionaire, business invitee, customer, employee, or agent of any such owner shall have any such legal or equitable remedies except in an action brought in the name of, and with the consent of, the owner through which such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent derives its rights and no such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent shall have (1) the right to compel any owner to assert such legal or equitable remedies or (2) any rights or claims against such owner for its failure or refusal to assert such legal or equitable remedies, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

12.4 Injunctive Relief. In the event of any violation or threatened violation by any owner, tenant, sub-tenant, or other occupant of any portion of the Property or the Project Amenities of any of the terms, agreements, easements, covenants, conditions, and restrictions contained herein, in addition to the other remedies herein provided or by law, Declarant, the Owners' Association, or the Beneficiaries and any or all of the owners of the property included within the Property or the Project Amenities and their successors and assigns, as long as they or one of their successors or assigns is a tenant of an owner of the Property or the Project Amenities, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction and shall be entitled to recover the costs and a reasonable attorney's fee for bringing such action; provided, however, that no tenant, subtenant, guest, licensee, concessionaire, business invitee, customer, employee, or agent of any such owner shall have the right to enjoin such violation or threatened violation except in an action brought in the name of, and with the consent of, the owner through which such tenant, subtenant, licensee, concessionaire, business invitee, customer, employee, or agent derives its rights and no such tenant, subtenant, guest, licensee, concessionaire, business invitee, customer, employee, or agent shall have: (a) the right to compel any owner to enjoin such violation or threatened violation; or (b) any rights or claims against such owner for its failure or refusal to enjoin such violation or threatened violation, except pursuant to an express provision of this Declaration or other written agreement to the contrary.

12.5 Amendment and Modification Provision. Except as provided elsewhere herein, this Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the Declarant and the owner or owners of the Property and the Project Amenities, and then only by a written instrument duly executed and acknowledged by the requisite parties, duly recorded in the public records of Duval County, Florida. Any tenant, subtenant, or other occupant of all or any portion of the Property or the Project Amenities is hereby put on notice that this instrument may be released, subordinated, modified, rescinded, or amended without the necessity of obtaining its consent.

In addition to any other rights reserved herein, Declarant reserves to Declarant and the Owners' Association the right to amend this Declaration without the joinder and consent of any Owner or any tenant, sub-tenant, or mortgagee thereof for the purpose of:

- (a) Correcting scrivener's errors; and/or
- (b) Complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, Duval County, and any other governmental authority having jurisdiction over the Property, including the DO, and the other Development Documents.

Amendments made pursuant to this paragraph need only be executed by the Declarant and/or the Owners' Association.

12.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or the Project Amenities to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

12.7 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle anyone to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which anyone may have hereunder by reason of any breach of this Declaration.

12.8 Severability. If any clause, sentence, or other portion of this Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

12.9 Consent in Writing. Whenever it is provided in this Declaration that a party's written permission, consent, or approval is required, the party shall not unreasonably withhold such permission, consent, or approval. Except as otherwise expressly provided herein, any party's failure to respond in writing to a request within thirty (30) days from the date of the request shall constitute an unqualified and irrevocable permission for, consent to, or approval of the matter so requested and described by the requesting party. If there exists a demand for modification of the terms of this Declaration, it shall be deemed unreasonable if the party withholds consent or approval without just cause.

12.10 Notices. Any notice required under this Declaration shall be in writing and shall be either hand delivered, or delivered by a national overnight courier service, such as FedEx, or mailed by certified or registered mail, postage prepaid, with return receipt requested, with such writing to be addressed as follows:

Mr. J. Thomas Dodson, Jr.
BARTRAM INVESTMENTS, LLC
13361 Atlantic Boulevard
Jacksonville, Florida 33609

with a copy to:

Joel B. Giles, Esquire
CARLTON FIELDS, P.A.
200 Central Avenue, Suite 2300
St. Petersburg, Florida 33701

The party against whom any claim or demand is made or against whom any suit or action is commenced which would result in indemnification under the terms of this Declaration shall give prompt and timely notice thereof to Declarant in accordance with the notice provisions of this paragraph.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

BARTRAM INVESTMENTS, LLC

Christina Venezia
(Sign on this line.)
Christina Venezia
(Print name legibly on this line.)

By: **BARTRAM INVESTMENTS, INC.,**
its Manager

Cheryl D. Dubberly
(Sign on this line.)
Cheryl D. Dubberly
(Print name legibly on this line.)

By: J. Thomas Dodson, Jr.
J. THOMAS DODSON, JR.,
its President

(CORPORATE SEAL)

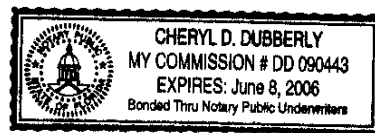
STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was sworn to and acknowledged before me this 20th day of December, 2002, by **J. THOMAS DODSON, JR.**, as President of **BARTRAM INVESTMENTS, INC.**, a corporation organized and existing under the laws of the State of Florida, as Manager of **BARTRAM INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Florida, on behalf of the corporation and limited liability company, who is personally known to me or who has produced _____ as identification.

Cheryl D. Dubberly
(Sign on this line.)
Cheryl D. Dubberly
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: DD090443
EXPIRATION DATE: 6/8/06

(SEAL)



TRACT 26

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST: COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 1003.39 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH $78^{\circ}31'34''$ WEST, 1985.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST, 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET; THENCE SOUTH $06^{\circ}08'41''$ EAST, 185.24 FEET; THENCE SOUTH $18^{\circ}35'58''$ WEST, 36.95 FEET; THENCE SOUTH $78^{\circ}33'52''$ EAST, 619.96 FEET; THENCE NORTH $18^{\circ}00'42''$ EAST, 67.80 FEET; THENCE SOUTH $78^{\circ}34'10''$ EAST, 580.96 FEET TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 245.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $04^{\circ}58'39''$ EAST, 244.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH $11^{\circ}30'19''$ EAST, 482.49 FEET; THENCE NORTH $78^{\circ}29'41''$ WEST, 35.00 FEET; THENCE NORTH $11^{\circ}30'19''$ EAST, 169.38 FEET; THENCE NORTH $31^{\circ}32'04''$ WEST, 205.13 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"

DRAINAGE PARCEL NO. 2

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A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, SAID TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95 AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE WEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST 936.05 FEET TO THE POINT OF NON-TANGENCY AND THE ARC OF A CURVE TO THE WEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 2989.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 288.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $15^{\circ}27'14''$ EAST, 80.00 FEET; THENCE SOUTH $74^{\circ}32'46''$ WEST, 200.00 FEET; THENCE NORTH $15^{\circ}27'14''$ WEST, 80.00 FEET; THENCE NORTH $74^{\circ}32'46''$ EAST, 200.00 FEET TO THE POINT OF BEGINNING.

Exhibit "C-1"

TRACT 26A

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 828.39 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH $78^{\circ}31'34''$ WEST, 175.00 FEET; THENCE SOUTH $31^{\circ}32'04''$ EAST, 205.13 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 169.38 FEET; THENCE SOUTH $78^{\circ}29'41''$ EAST, 35.00 FEET; THENCE NORTH $11^{\circ}30'19''$ EAST, 319.40 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "C-2"

TRACT 26B

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 1003.39 FEET; COURSE NO. 2: CONTINUE NORTH $78^{\circ}31'34''$ WEST, 1985.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5839.58 FEET, AN ARC DISTANCE OF 125.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $77^{\circ}54'30''$ WEST, 125.93 FEET; THENCE SOUTH $13^{\circ}59'47''$ EAST, 279.65 FEET; THENCE SOUTH $15^{\circ}27'14''$ EAST, 368.98 FEET; THENCE SOUTH $21^{\circ}14'15''$ EAST, 213.98 FEET; THENCE NORTH $66^{\circ}09'33''$ EAST, 70.94 FEET; THENCE SOUTH $47^{\circ}17'09''$ EAST, 115.61 FEET; THENCE SOUTH $45^{\circ}14'42''$ EAST, 196.29 FEET; THENCE SOUTH $76^{\circ}13'42''$ EAST, 330.49 FEET; THENCE SOUTH $06^{\circ}08'41''$ EAST, 185.24 FEET; THENCE SOUTH $18^{\circ}35'58''$ WEST, 36.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $18^{\circ}35'58''$ WEST, 106.13 FEET; THENCE SOUTH $78^{\circ}33'52''$ EAST, 621.06 FEET; THENCE NORTH $18^{\circ}00'42''$ EAST, 106.00 FEET; THENCE NORTH $78^{\circ}33'52''$ EAST, 619.96 FEET TO THE POINT OF BEGINNING.

TRACT 26C (25' PEDESTRIAN EASEMENT)

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, LYING 25.00 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND RADIALLY TO THE FOLLOWING DESCRIBED LINES:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST: COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 828.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $11^{\circ}30'19''$ WEST, 801.89 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 245.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $04^{\circ}58'39''$ WEST, 244.72 FEET, TO THE POINT OF TERMINATION, SAID LANDS BEING BOUNDED ON THE NORTH BY A LINE BEARING NORTH $78^{\circ}31'34''$ WEST, AND PASSING THROUGH THE POINT OF BEGINNING, AND BEING BOUNDED ON THE SOUTH BY A LINE BEARING SOUTH $78^{\circ}34'10''$ EAST, AND PASSING THROUGH THE POINT OF TERMINATION.

IT IS THE INTENT OF THE ABOVE DESCRIBED LANDS THAT THE SIDELINES BE LENGTHENED AND/OR SHORTENED, AS NECESSARY, TO FORM A CONTINUOUS PARCEL 25.00 FEET IN WIDTH.

EXHIBIT "E"
PARCELS 4 AND 5 (TRACT 13)

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, SAID DUVAL COUNTY; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1767.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $00^{\circ}43'26''$ WEST, ALONG LAST SAID LINE, 208.82 FEET; THENCE NORTH $69^{\circ}18'18''$ WEST, 800.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 459.88 FEET, AN ARC DISTANCE OF 588.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $32^{\circ}40'29''$ WEST, 548.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $03^{\circ}57'20''$ EAST, 242.08 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1, AS SHOWN ON THE RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 72280-2403, DATED 4-1-64); THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH $83^{\circ}26'00''$ WEST, 451.00 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 54.50 FEET, TO THE EASTERLY LINE OF THAT PARTICULAR 40 FOOT HAUL ROUTE FOR BORROW PIT EASEMENT NO. 5, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $11^{\circ}40'01''$ WEST, ALONG LAST SAID LINE, 49.38 FEET, TO THE NORTHERLY LINE OF SAID BORROW PIT EASEMENT NO. 5, AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS VOLUME 2346, PAGE 137; THENCE SOUTH $78^{\circ}19'59''$ EAST, ALONG LAST SAID LINE, 460.00 FEET, TO THE EASTERLY LINE OF SAID BORROW PIT EASEMENT NO. 5; THENCE SOUTH $11^{\circ}40'01''$ WEST, ALONG LAST SAID LINE, 900.00 FEET, TO THE SOUTHERLY LINE OF SAID BORROW PIT EASEMENT NO. 5; THENCE NORTH $78^{\circ}19'59''$ WEST, ALONG LAST SAID LINE, 1000.00 FEET, TO THE WESTERLY BOUNDARY OF SAID BORROW PIT EASEMENT NO. 5; THENCE NORTH

11°40'01" EAST, ALONG SAID WESTERLY BOUNDARY OF BORROW PIT EASEMENT NO. 5, A DISTANCE OF 300.00 FEET; THENCE SOUTH 78°19'59" EAST, CONTINUING ALONG SAID WESTERLY BOUNDARY OF BORROW PIT EASEMENT NO. 5, A DISTANCE OF 460.00 FEET; THENCE NORTH 11°40'01" EAST, CONTINUING ALONG SAID WESTERLY BOUNDARY OF BORROW PIT EASEMENT NO. 5, AND ALONG THE WESTERLY LINE OF THE AFORESAID PARTICULAR 40 FOOT HAUL ROUTE FOR BORROW PIT EASEMENT NO. 5, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2346, PAGE 137, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 649.24 FEET, TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH 78°31'34" WEST, ALONG LAST SAID LINE, 554.89 FEET; THENCE SOUTH 11°30'19" WEST, 801.99 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 659.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°42'03" EAST, 678.26 FEET; THENCE NORTH 61°58'33" EAST, 184.23 FEET; THENCE SOUTH 57°42'36" EAST, 87.16 FEET; THENCE SOUTH 77°13'28" EAST, 108.03 FEET; THENCE SOUTH 86°28'21" EAST, 124.82 FEET; THENCE SOUTH 73°25'26" EAST, 98.73 FEET; THENCE SOUTH 38°41'30" EAST, 58.61 FEET; THENCE SOUTH 14°07'59" EAST, 72.00 FEET; THENCE SOUTH 28°58'18" EAST, 37.86 FEET; THENCE NORTH 68°55'30" EAST, 79.53 FEET; THENCE NORTH 87°21'01" EAST, 88.48 FEET; THENCE NORTH 86°58'57" EAST, 107.59 FEET; THENCE NORTH 46°14'28" EAST, 104.08 FEET; THENCE NORTH 50°04'43" EAST, 99.47 FEET; THENCE NORTH 62°52'35" EAST, 50.94 FEET; THENCE NORTH 80°46'33" EAST, 108.14 FEET; THENCE SOUTH 87°12'24" EAST, 106.41 FEET; THENCE SOUTH 80°15'28" EAST, 94.24 FEET; THENCE NORTH 78°50'54" EAST, 98.59 FEET; THENCE SOUTH 44°07'49" EAST, 35.92 FEET; THENCE NORTH 71°55'19" EAST, 68.78 FEET; THENCE NORTH 72°17'58" EAST, 94.70 FEET; THENCE NORTH 72°18'27" EAST, 156.82 FEET; THENCE NORTH 85°27'35" EAST, 67.91 FEET; THENCE SOUTH 03°22'47" WEST, 73.73 FEET; THENCE SOUTH 42°16'17" WEST, 183.36 FEET; THENCE SOUTH 13°01'59" WEST, 57.89 FEET; THENCE SOUTH 22°35'03" EAST, 52.79 FEET; THENCE NORTH 88°17'45" EAST, 76.27 FEET; THENCE NORTH 69°29'05" EAST, 94.95 FEET; THENCE NORTH 61°14'17" EAST, 102.60 FEET; THENCE NORTH 58°13'09" EAST, 53.87 FEET; THENCE NORTH 55°24'08" EAST, 41.54 FEET; THENCE NORTH 62°22'59" EAST, 83.46 FEET; THENCE NORTH 70°06'27" EAST, 85.16 FEET; THENCE NORTH 82°19'09" EAST, 78.31 FEET; THENCE NORTH 78°17'06" EAST, 13.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT "F"

TEMPORARY ACCESS EASEMENT

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ST. AUGUSTINE ROAD, (AS NOW ESTABLISHED); THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 649.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, A DISTANCE OF 179.00 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 801.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 941.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $13^{\circ}33'11''$ EAST, 911.73 FEET TO THE

POINT OF TANGENCY; THENCE SOUTH $38^{\circ}36'40''$ EAST, 248.14 FEET; THENCE NORTH $51^{\circ}23'20''$ EAST, 12.00 FEET; THENCE SOUTH $38^{\circ}36'40''$ EAST, 852.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 935.68 FEET, AN ARC DISTANCE OF 376.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $27^{\circ}04'38''$ EAST, 374.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $15^{\circ}32'36''$ EAST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1064.32 FEET, AN ARC DISTANCE OF 482.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $28^{\circ}31'17''$ EAST, 478.04 FEET TO POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 471.75 FEET, AN ARC DISTANCE OF 25.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $43^{\circ}02'16''$ EAST, 25.33 FEET; THENCE NORTH $45^{\circ}25'26''$ EAST, 143.00 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 328.75 FEET, AN ARC DISTANCE OF 17.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $43^{\circ}02'16''$ WEST, 17.65 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 921.32 FEET, AN ARC DISTANCE OF 417.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}31'17''$ WEST, 413.81 FEET TO POINT OF TANGENCY; THENCE NORTH $15^{\circ}32'36''$ WEST, 1089.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1078.68 FEET, AN ARC DISTANCE OF 25.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH $16^{\circ}13'22''$ WEST, 25.58 FEET; THENCE NORTH $73^{\circ}05'53''$ EAST, 12.00 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1090.68 FEET, AN ARC DISTANCE OF 413.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $27^{\circ}45'24''$ WEST, 410.79 FEET TO THE POINT OF TANGENCY; THENCE NORTH $38^{\circ}36'40''$ WEST, 840.13 FEET; THENCE NORTH $51^{\circ}23'20''$ EAST, 12.00 FEET; THENCE NORTH $38^{\circ}36'40''$ WEST, 260.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 897.32 FEET, AN ARC DISTANCE OF 784.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $13^{\circ}33'11''$ WEST, 760.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH $11^{\circ}30'19''$ EAST, 801.99 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT NO. 1

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 828.39 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 578.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $11^{\circ}30'19''$ WEST, 15.00 FEET; THENCE NORTH $78^{\circ}29'41''$ WEST, 25.00 FEET; THENCE NORTH $11^{\circ}30'19''$ EAST, 15.00 FEET; THENCE SOUTH $78^{\circ}29'41''$ EAST, 25.00 FEET, TO THE POINT OF BEGINNING.

UTILITY EASEMENT NO. 2

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 828.39 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 728.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $11^{\circ}30'19''$ WEST, 15.00 FEET; THENCE NORTH $78^{\circ}29'41''$ WEST, 25.00 FEET; THENCE NORTH $11^{\circ}30'19''$ EAST, 15.00 FEET; THENCE SOUTH $78^{\circ}29'41''$ EAST, 25.00 FEET, TO THE POINT OF BEGINNING.

Exhibit "H" continued

UTILITY EASEMENT NO. 3

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 828.39 FEET; THENCE SOUTH $11^{\circ}30'19''$ WEST, 790.42 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $11^{\circ}30'19''$ WEST, 11.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1076.32 FEET, AN ARC DISTANCE OF 18.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $11^{\circ}00'44''$ WEST, 18.53 FEET; THENCE NORTH $78^{\circ}40'57''$ WEST, 50.06 FEET; THENCE NORTH $11^{\circ}19'03''$ EAST, 30.00 FEET; THENCE SOUTH $78^{\circ}40'57''$ EAST, 50.00 FEET, TO THE POINT OF BEGINNING.

Exhibit "I"

EASEMENT A

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH $78^{\circ}31'34''$ WEST, 873.77 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH $78^{\circ}31'34''$ WEST, 235.06 FEET; THENCE SOUTH $12^{\circ}46'34''$ WEST, 64.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $32^{\circ}13'26''$ EAST, 21.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $77^{\circ}13'26''$ EAST, 18.39 FEET; THENCE SOUTH $10^{\circ}38'12''$ WEST, 53.88 FEET; THENCE SOUTH $77^{\circ}14'26''$ EAST, 25.02 FEET; THENCE NORTH $10^{\circ}38'12''$ EAST, 53.88 FEET; THENCE SOUTH $77^{\circ}13'26''$ EAST, 161.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $57^{\circ}46'34''$ EAST, 21.21 FEET TO THE POINT OF TANGENCY; THENCE NORTH $12^{\circ}46'34''$ EAST, 70.19 FEET TO THE POINT OF BEGINNING.

EASEMENT B

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, AND SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH $00^{\circ}43'26''$ WEST, ALONG THE WEST LINE OF SAID SECTION 19, ALSO BEING THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2283.15 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT PARTICULAR SERVICE ROAD OF ST. AUGUSTINE ROAD (ALSO KNOWN AS LORETTO ROAD AND COUNTY ROAD NO. 1 AS SHOWN ON S.R.D. RIGHT-OF-WAY MAP OF INTERSTATE HIGHWAY NUMBER 95, SECTION 72280-2403, DATED 4-1-64), THENCE NORTHWESTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTH $40^{\circ}25'29''$ WEST, 308.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11675.16 FEET, AN ARC DISTANCE OF 470.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $39^{\circ}16'15''$ WEST, 470.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 52.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $60^{\circ}46'30''$ WEST, 51.62 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH $83^{\circ}26'00''$ WEST, 936.05 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2990.79 FEET, AN ARC DISTANCE OF 167.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}56'40''$ WEST, 166.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 6: ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, AN ARC DISTANCE OF 53.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $61^{\circ}01'22''$ WEST, 52.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. AUGUSTINE ROAD, AS NOW ESTABLISHED; THENCE NORTH $78^{\circ}31'34''$ WEST, ALONG LAST SAID LINE, 1072.83 FEET; THENCE SOUTH $12^{\circ}46'34''$ WEST, 64.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $32^{\circ}13'26''$ EAST, 21.21 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $77^{\circ}13'26''$ EAST, 18.39 FEET; THENCE SOUTH $10^{\circ}38'12''$ WEST, 53.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH $77^{\circ}14'26''$ WEST, 11.88 FEET; THENCE SOUTH $12^{\circ}45'34''$ WEST, 217.00 FEET; THENCE SOUTH $77^{\circ}14'26''$ EAST, 220.00 FEET; THENCE NORTH $12^{\circ}45'34''$ EAST, 217.00 FEET; THENCE NORTH $77^{\circ}14'26''$ WEST, 208.12 FEET TO THE POINT OF BEGINNING.