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THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING, RETURN TO:

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR ANTIGUA ON ANASTASIA ISLAND

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR ANTIGUA ON ANASTASIA ISLAND (this "Declaration") is made as of this _______ day of July, 2017 (the "Effective Date"), by and between PCA ANTIGUA, LLC, a Delaware limited liability company ("PCA Antigua"), and ANT JV OWNER, LLC, a Delaware limited liability company ("Single-family Owner").

WITNESSETH:

WHEREAS, immediately prior to the Effective Date, PCA Antigua owned certain property located in the City of St. Augustine, St. Johns County, Florida, which property is more particularly described on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "Property"). The Property is comprised of three (3) Parcels: (i) the "Single-family Parcel," as more particularly described on Exhibit "A-2" attached hereto and incorporated herein by this reference; (ii) the "Multi-family Parcel," as more particularly described on Exhibit "A-3" attached hereto and incorporated herein by this reference; and (iii) the "Commercial Parcel," as more particularly described on Exhibit "A-4" attached hereto and incorporated herein by this reference. A site plan depicting the Parcels (the "Site Plan") is attached hereto as Exhibit "B" and incorporated herein by this reference.

WHEREAS, the Property has been approved by the City of St. Augustine (the "City") for a mixture of land uses, including Single-family and multi-family residential units, condominiums, commercial/retail businesses, offices, a marina, docks and related amenities. The parties hereto currently anticipate that the Single-family Parcel will be developed and operated as a Single-family residential community, the Multi-family Parcel will be developed

and operated as a multi-family apartment community, and the Commercial Parcel will be developed and operated for retail and office purposes.

WHEREAS, contemporaneously herewith, PCA Antigua has conveyed the Single-family Parcel to Single-family Owner. Consequently, as of the Effective Date, PCA Antigua is the owner of the Multi-family Parcel and the Commercial Parcel. The current or future owner of the Multi-family Parcel is sometimes referred to herein as the "Multi-family Owner," and the current or future owner of the Commercial Parcel is sometimes referred to herein as the "Commercial Owner."

WHEREAS, in connection with the development of the Parcels and certain Improvements to be located thereon, the parties hereto desire to enter into this Declaration for the following purposes with respect to the Parcels: (i) to grant certain easement rights affecting the Parcels; (ii) to allocate certain development, cost and maintenance responsibilities in connection with certain Improvements; and (iii) to impose certain obligations and restrictions as to the use and operation of the Parcels and the Improvements now or hereafter located thereon.

WHEREAS, the parties hereto intend that the several Owners of the Property, their successors and assigns, and their mortgagees, tenants, licensees, guests and invitees, shall at all times enjoy the benefit of and hold their interests subject to, the terms, conditions, restrictions and limitations of this Declaration, and that the Property shall be held, conveyed, sold, occupied, encumbered and otherwise dealt with subject to such terms, conditions, restrictions and limitations, each and all of which shall be binding upon all persons having or acquiring any right, title or interest in the Property and shall inure to the benefit of each and every person from time to time owning or holding an interest in the Property and which shall run with the title to the Property.

NOW, THEREFORE, in consideration of \$10.00 in hand paid, the mutual covenants and agreements set forth in this Declaration, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Definitions.** Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:
- (a) **Improvement(s)**. Any man-made change in the natural condition of the Property, or any portion thereof, including, but not limited to, structures of any kind, whether above or below the surface, such as any building, fence, wall, addition, alteration, screen enclosure, sewer, drain, lake, waterway, road, curb, parking area, sidewalk, paving, utilities, grading, landscaping, signs and exterior illumination.
- (b) Land Use Approvals. The City of St. Augustine Comprehensive Plan (including the Future Land Use Map), Land Development Code (including the Zoning Map) and several development orders approved by the City Commission.

- (c) **Net Acreage.** The acreage of the Property or of each Parcel individually, net of any acreage occupied by Wetland Areas or above-ground acreage occupied by the Stormwater Management System.
- (d) **Occupant.** Any person, entity or organization that has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Parcel or Improvement within the Property (whether or not such right is exercised), as well as such person's, entity's or organization's respective heirs, assignees and successors in interest.
- (e) **Owner.** The record Owner, whether one or more partners, persons, trusts, corporations, or other entities whose estate or interests, individually or collectively, constitute aggregate fee simple ownership of a Parcel, including contract sellers (but not contract purchasers), and their heirs, successors, personal representatives or assigns. An Owner may, upon written notice to the other Owners, assign all or part of its rights, but not its obligations, hereunder to such Owner's tenant or Occupant.
- (f) Parcel. Any of the Single-family Parcel, the Multi-family Parcel or the Commercial Parcel.
- (g) **Stormwater Management System.** The system more particularly described in Section 3.1 below.
- (h) Water Management District. The St. Johns River Water Management District.
- (i) Wetland Areas. Those areas located within the Property and adjacent to the Property, upon which no Improvements may be constructed, and which shall be conserved and preserved in their natural state in compliance with applicable laws and regulations.

ARTICLE 2 EASEMENTS

2.1 Access Easement Benefiting Single-family Parcel.

(a) PCA Antigua, in its capacity as Multi-family Owner, hereby grants and conveys to Single-family Owner, for the benefit of the Single-family Parcel and its residents, tenants, occupants and invitees, a non-exclusive easement for vehicular and pedestrian ingress, egress and access over, across and through an easement area (the "Access Easement Area") containing the existing roadway located on the Multi-family Parcel and shown on Exhibit "C" attached hereto and made a part hereof, running from the public right of way of West Marina Cove Drive to the border of the marina area shown on said Exhibit "C" (the "North-South Marina Road"), on and subject to the terms and conditions set forth herein. The easement rights granted under this Section 2.1 shall be in addition to any currently existing easement rights to the North-South Marina Road granted by PCA's predecessor in title to the Multi-family Parcel under the non-exclusive access easement recorded in Official Records Book 338, Page 175, St. Johns County real estate records.

- (b) Multi-family Owner shall have no obligation under this Section 2.1 to improve the North-South Marina Road or the Access Easement Area. To the extent that Multi-family Owner is required to maintain the North-South Marina Road under this Declaration, or is required to improve the North-South Marina Road or the Access Easement Area in order to satisfy public dedication requirements, Multi-family Owner shall make commercially reasonable efforts to conduct such activities in a manner that will minimize interference with Single-family Owner's easement rights hereunder.
- (c) Multi-family Owner currently anticipates that it will cause the North-South Marina Road to be publicly dedicated, but Multi-family Owner shall have no obligation under this Declaration to do so. The easement rights granted and obligations created in this Section 2.1 and in Section 5.2(c) shall automatically terminate at such time as the North-South Marina Road is publicly dedicated.

2.2 Utility Easements Benefiting Single-family Parcel.

- (a) Subject to the terms hereof, PCA Antigua, in its capacity as Multi-family Owner, hereby grants and conveys to Single-family Owner for the benefit of the Single-family Parcel the following easements:
- (i) A non-exclusive temporary construction easement to install utilities in the location shown on attached <u>Exhibit "D"</u> (the "Utility Easement Area") to provide service to Single-family Owner's amenities center for the following: broadband, telecommunications, data transmission, satellite and/or internet access services, water and sewer, electricity, gas and other utilities (the "Single-family Utilities"). Prior to commencing work to install the Single Family Utilities, Single-family Owner shall provide written notice to Multi-family Owner and coordinate the installation of such work with Multi-family Owner.
- (ii) A non-exclusive easement to use, maintain, repair and replace the Single-family Utilities for Single-family Owner's amenities center.
- (b) Any utility work performed by Single-family Owner or its agents or contractors on the Multi-family Parcel shall be performed with no less than five (5) Business Days' prior written notice to Multi-family Owner (except in emergency situations involving imminent danger to the Single-family Parcel, the Multi-family Parcel, or the respective Occupants of either Parcel). Single-family Owner shall also make commercially reasonable efforts to perform any utility work during such times and in such a fashion as to not unreasonably disturb the Occupants of the Multi-family Parcel, and shall promptly repair any damage caused by the work to the same condition as prior to such damage. Single-family Owner shall cause the Single-family Utilities to be installed in the Utility Easement Area no later than June 1, 2018, subject to Force Majeure Delays.
- 2.3 Sanitary Sewer Easements Benefiting Multi-family Parcel. Single-family Owner, and PCA Antigua in its capacity as Multi-family Owner, agree and acknowledge that the Multi-family Parcel shall have the right to use part of the capacity of a lift station (the "Single-family Parcel Lift Station") to be located in the area shown on Exhibit "E" attached hereto and made a part hereof. Use of the Single-family Parcel Lift Station by Multi-family Parcel shall be

consistent with the number of residential units approved and permitted on the Multi-family Parcel by applicable governmental agencies. In connection therewith, Single-family Owner hereby grants and conveys to PCA Antigua and its successors in title to the Multi-family Parcel, for the benefit of the Multi-family Parcel, the following easements, on and subject to the terms and conditions set forth herein:

- (a) In the event that Single-family Owner does not timely complete construction of the Single-family Parcel Lift Station (subject to Force Majeure Delays) pursuant to Section 4.1(b) hereof, a temporary, non-exclusive easement on, over, across, in, through and under all portions of the Single-family Parcel as may be reasonably required to access and construct the Single-family Parcel Lift Station. Such temporary construction easement shall include, without limitation, the right of ingress, egress and regress by pedestrians and vehicles for the movement of building materials and equipment needed for such construction activities, including heavy machinery and oversized vehicles typically used in construction of similar projects. In its exercise of its rights under such easement, Multi-family Owner shall use commercially reasonable efforts to minimize interference with Single-family Owner's development and use of the Single-family Parcel. Such temporary construction easement shall commence immediately upon the expiration of any notice and cure period under Section 4.1(b) hereof, and shall automatically terminate twenty-four (24) months thereafter, subject to extension for Force Majeure Delays.
- (b) Upon completion of the construction of the Single-family Parcel Lift Station, a non-exclusive easement for use of the Single-family Parcel Lift Station, to be accessed from the sanitary manhole stubout that Single-family Owner shall install in the public right of way of West Marina Cove Drive.
- (c) Single-family Owner agrees to use commercially reasonable efforts to have the Single-family Lift Station publicly dedicated after such sanitary lift station is placed into service by Single-family Owner. The easement rights granted and obligations created in this Section 2.3 and in Section 5.2(e) shall automatically terminate at such time as the Single-family Parcel Lift Station is publicly dedicated.

2.4 Signage Easements.

(a) Entrance Median Sign.

- (i) PCA Antigua currently owns and maintains a tract of land constituting the median of Marina Cove Drive and shown on the Site Plan (the "Entrance Median"), on which is currently located an entrance sign (the "Entrance Median Sign"). PCA Antigua, in its capacity as Commercial Owner, hereby grants and conveys to Multi-family Owner, for the benefit of the Multi-family Parcel, a perpetual, exclusive easement to install, maintain, repair and replace the Entrance Median Sign, subject in all respects to the Land Use Approvals and all other applicable laws and entitlements pertaining to such signage.
- (ii) To the extent that the Entrance Median Sign or any replacement sign provides sufficient space to permit such signage in Multi-family Owner's commercially

reasonable discretion, Commercial Owner shall retain the non-exclusive right to install and maintain signage in the second and lower positions on the Entrance Median Sign.

- (b) Entrance Side Signs. PCA Antigua also owns and maintains two wall signs located on either side of Marina Cove Drive and shown on the Site Plan (the "Entrance Side Signs"). PCA Antigua, in its capacity as Commercial Owner, further hereby grants and conveys to Single-family Owner, for the benefit of the Single-family Parcel, a perpetual, exclusive easement to install, maintain, repair and replace the Entrance Side Signs, subject in all respects to the Land Use Approvals and all other applicable laws and entitlements pertaining to such signage.
- Design Approval. Neither the Entrance Median Sign nor the Entrance (c) Side Signs shall be constructed, erected, placed or altered, without prior approval of the Commercial Owner, which approval shall not be unreasonably withheld, conditioned or delayed, so long as the requesting Owner notifies Commercial Owner in writing regarding the proposed new or revised signage and provides Commercial Owner with reasonably sufficient supporting materials showing the proposed location, size and design of the signage. Commercial Owner agrees not to withhold consent to any such action so long as (i) the Entrance Median Sign and/or the Entrance Side Signs, as applicable, as so constructed, erected, placed or altered shall be aesthetically harmonious with the other signage and improvements located at the Property and (ii) the Entrance Side Signs, as so constructed, erected, placed or altered, do not materially adversely affect the visibility of the Commercial Parcel or any other signage applicable to the Commercial Parcel. Provided that the requesting Owner notifies Commercial Owner in writing regarding the proposed new or revised signage, and provides Commercial Owner with reasonably sufficient supporting materials showing the proposed location, size and design of the signage, Commercial Owner's failure to respond to any such approval request within thirty (30) days after such request shall be deemed to be Commercial Owner's approval thereof.

2.5 **Drainage Easements**.

Drainage Easement Benefiting Single-family Parcel. Single-family Owner, and PCA Antigua in its capacity as Multi-family Owner, agree and acknowledge that the Single-family Parcel shall have the right to drain stormwater and surface runoff from an amenities area to be constructed on the Single-family Parcel (the "Single-family Parcel Amenities Area") into a retention pond to be constructed by Multi-family Owner on the Multifamily Parcel. The approximate future locations of the Single-family Parcel amenities area, and the shared retention pond (the "Shared Retention Pond") are shown on Exhibit "F" attached hereto and made a part hereof. In connection therewith, PCA Antigua, in its capacity as Multifamily Owner, hereby grants and conveys to Single-family Owner, for the benefit of the Singlefamily Parcel, a perpetual, non-exclusive right and easement to discharge surface stormwater drainage and/or runoff from the Single-family Parcel Amenities Area (but not from any other area on the Single-family Parcel) from the connection point at the approximate location shown on Exhibit "F", through an underground drainage line to be constructed by Multi-family Owner (the "Drainage Line"), into the Shared Retention Pond. Such easement shall become effective only upon the completion of construction of such facilities, and shall remain subject in all respects to the Land Use Approvals, all requirements and permits issued by the Water Management District, and all other applicable laws and entitlements pertaining to such facilities.

Multi-family Owner shall have the right to relocate the Drainage Line from time to time upon written notice to Single-family Owner, provided that Single-family Owner's drainage rights are not interrupted or reduced thereby, and further provided that the relocated line connects to the established connection point to the Single-family Parcel for such line.

- (b) Drainage Easements Affecting All Parcels. Solely to the extent that the Land Use Approvals and the Water Management District require such facilities to run over, through or under any other Owner's Parcel, each Owner hereby grants and conveys to the other Owner, for the benefit of the other Owner's Parcel or Parcels, a perpetual, non-exclusive right and easement to discharge surface stormwater drainage and/or runoff from the grantee's Parcel over, upon and across the grantor's Parcel through the portions of the Stormwater Management System located or to be located on such Parcel.
- 2.6 **Effect of Public Dedication**. The parties hereto anticipate that, after the Effective Date, the North-South Marina Road (including the Single-family Utilities) and the Single-family Parcel Lift Station will be dedicated by their respective Owners for public use. Upon the public dedication of any such Improvement, the easements associated with such Improvement hereunder, as well as any cost-sharing obligations associated with such easements shall automatically terminate.
- 2.7 Vacant Land. Notwithstanding anything to the contrary contained herein, so long as PCA Antigua is the owner of the Multi-Family Parcel and/or the Commercial Parcel, PCA Antigua shall have no obligations to construct or pay for improvements, maintenance or repairs under this Article 2 unless and until PCA Antigua develops the Multi-Family Parcel or the Commercial Parcel, as applicable. For the avoidance of doubt, however, PCA Antigua agrees and acknowledges that, for so long as it is the Owner of the Commercial Parcel, it shall review any proposed signage presented to Commercial Owner pursuant to Section 2.4(c) hereof.

ARTICLE 3 STORMWATER MANAGEMENT SYSTEM

3.1 Stormwater Management System Requirements.

- (a) For purposes of this Declaration, the term "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, as permitted pursuant to Chapter 62-330, Florida Administrative Code. For the avoidance of doubt, Single-family Owner and Multi-family Owner agree and acknowledge that the Shared Retention Pond and the Drainage Line shall constitute a portion of the Stormwater Management System.
- (b) The provisions of this Article 3 are included for purposes of complying with the above requirements. In the event of any conflict between any provision of this Article 3 and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article 3 will prevail.

3.2 Stormwater Management System Construction.

- (a) Each Owner shall, at its sole cost and expense, retain engineers, contractors and others to design, permit and engineer the portion of the Stormwater Management System to be located on such Owner's Parcel. Each Owner shall construct its portion of the Stormwater Management System in a good and workmanlike manner, in compliance with all applicable laws and regulations, and in compliance with all specific requirements for the system under the Land Use Approvals and as set forth by the Water Management District, including the requirements set forth in the Property permits listed on **Exhibit "G"** attached hereto and made a part hereof (collectively, the "**Water Management District Permits**"). Each Owner shall also, at its sole cost and expense, obtain any additional permits and approvals that may be required from all applicable regulatory and governmental agencies for the construction of such portion of the Stormwater Management System (including, without limitation, all necessary approvals from the Water Management District and the City) on its respective Parcel or Parcels.
- Notwithstanding Section 3.2(a) hereof, Multi-family Owner and Singlefamily Owner agree and acknowledge that, although Multi-family Owner shall be solely responsible for building the Shared Retention Pond and the Drainage Line, and shall be solely responsible for the cost of building the Shared Retention Pond, Single-family Owner shall pay or reimburse Multi-family Owner from time to time for the actual cost of installing the Drainage Line and the stub out to the Single-family Parcel (including the actual cost of any work required to restore any surfaces on the Multi-family Parcel that are damaged by the installation). Singlefamily Owner shall pay or reimburse such costs, as applicable, within thirty (30) days after Multi-family Owner's written request (accompanied by such supporting materials, e.g. invoices, as Single-family Owner shall reasonably require). Prior to commencing construction of the Drainage Line, Multi-family Owner shall provide Single-family Owner with the proposed plans and specifications, construction budget and construction schedule for the Drainage Line, together with such related design or construction materials as Single-family Owner shall reasonably require. The plans and specifications and budget for the Drainage Line shall be subject to Single-family Owner's approval in its commercially reasonable discretion. Such plans and specifications and budget for the Drainage Line shall be deemed approved if the Single-family Owner does not provide written comments within ten (10) Business Days after delivery to Single-family Owner of such plans and specifications and budget for the Drainage Line.

3.3 Stormwater Management System Maintenance.

(a) Each Owner shall be responsible for the maintenance, operation and repair of the portion of the Stormwater Management System located on its Parcel or Parcels, shall perform all maintenance responsibilities for any Wetland Areas and/or upland buffers located on such Parcel or Parcels, shall meet all conditions of the Water Management District Permits, and shall successfully conduct all mitigation and/or monitoring responsibilities with respect to Wetland Areas and/or upland buffers located on such Parcel or Parcels, at such Owner's sole cost and expense. Maintenance of such Owner's portion of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of any portion of the Stormwater

Management System shall be as permitted or, if modified, as approved by the Water Management District.

- (b) Notwithstanding Section 3.3(a) hereof, although Multi-family Owner shall be solely responsible for maintaining the Shared Retention Pond, the Drainage Line and all other facilities located on the Multi-family Parcel that may be required to operate such improvements, Multi-family Owner and Single-family Owner shall share the costs of all such facilities' maintenance and operation as described in Section 5.2(f) hereof.
- 3.4 **Swale Maintenance.** If a drainage swale is constructed upon any Parcel for the purpose of managing and containing the flow of excess surface stormwater, if any, found upon such Parcel from time to time, each Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on such Owner's Parcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface stormwater flow in the swales is prohibited. No alteration of any drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Parcel upon which the drainage swale is located.
- 3.5 **Stormwater Management System Amendments**. Any amendment to this Declaration which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition within the Property, including any changes to mitigation or preservation areas, must have the prior written approval of the Water Management District.
- 3.6 **Stormwater Management System Enforcement Rights.** The Water Management District shall have the non-exclusive right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.
- 3.7 **Vacant Land.** Notwithstanding anything to the contrary contained herein, so long as PCA Antigua is the owner of the Multi-Family Parcel and/or the Commercial Parcel, PCA Antigua shall have no obligations to construct or pay for improvements, maintenance or repairs under this Article 3 unless and until PCA Antigua develops the Multi-Family Parcel or the Commercial Parcel, as applicable.

ARTICLE 4 SINGLE-FAMILY PARCEL LIFT STATION

4.1 Construction of Single-family Parcel Lift Station.

(a) Prior to commencing construction of the Single-family Parcel Lift Station, Single-family Owner shall provide Multi-family Owner with the proposed plans and specifications, construction budget and construction schedule for such lift station, together with such related design or construction materials as Multi-family Owner shall reasonably require. The plans and specifications and budget for the Single-family Parcel Lift Station shall be subject

to Multi-family Owner's approval in its commercially reasonable discretion. Such plans and specifications and budget for the Single-family Parcel Lift Station shall be deemed approved if the Multi-family Owner does not provide written comments within ten (10) Business Days after delivery to Multi-family Owner of such plans and specifications and budget for the Single-family Parcel Lift Station. However, if Multi-family Owner does not approve the proposed plans and specifications, budget and/or schedule for the Single-family Parcel Lift Station, and such Owners are subsequently unable to agree upon such items despite good faith efforts, then Multi-family Owner shall have the right to install its own lift station on the Multi-family Parcel. In such event, and notwithstanding any provision of this Declaration to the contrary, the construction obligations, easement rights and cost-sharing obligations set forth herein for the Single-family Parcel Lift Station shall automatically terminate.

- (b) Single-family Owner shall make commercially reasonable efforts to complete the construction of the Single-family Parcel Lift Station not later than July 1, 2018, subject to Force Majeure Delays and provided however that such date will automatically be extended if the Multi-family Owner has not reached a stage of development on the Multi-Family Parcel requiring completion of the Single-family Lift Station as of July 1, 2018. Upon Multi-family Owner's reasonable request from time to time, Single-family Owner shall provide Multi-family Owner with updates regarding the progress and cost of such construction work and its estimated completion date. In the event, that, by such completion date (subject to permitted Force Majeure Delays), Single-family Owner has not yet completed construction of the Single-family Parcel Lift Station, then at Multi-family Owner's option, Multi-family Owner shall have the right (upon ten (10) Business Days' prior written notice to Single-family Owner) to enter onto the Single-family Parcel and complete construction of the Single-family Parcel Lift Station, subject to the terms and conditions of this Declaration.
- (c) Notwithstanding anything to the contrary contained herein, so long as PCA Antigua is the owner of the Multi-Family Parcel, PCA Antigua shall have no obligations to construct or pay for improvements, maintenance or repairs under this Article 4 unless and until PCA Antigua develops the Multi-Family Parcel.

ARTICLE 5 MAINTENANCE AND COST SHARING OBLIGATIONS

5.1 Owners' Maintenance Obligations. Except as otherwise specifically provided herein, each Owner shall maintain its Parcel and all Improvements owned by such Owner and located thereon in compliance with the terms of this Declaration and all applicable laws and regulations, including without limitation the then-applicable rules and regulations of the Water Management District, the Florida Department of Environmental Protection, the City and any other governmental bodies or agencies thereof, as those rules and regulations may from time to time be amended.

5.2 Cost Sharing Obligations.

(a) General Allocation of Maintenance Costs. Except as otherwise specifically provided herein, each Owner shall be responsible for one hundred percent (100%) of

costs arising from the maintenance of its Parcel or Parcels and all Improvements owned by such Owner and located thereon.

- (b) Entrance Median Sign and Entrance Side Signs. Multi-family Owner shall be solely responsible for costs associated with the Entrance Median Sign (provided that to the extent that Commercial Owner maintains any sign space on the Entrance Median Sign, Commercial Owner shall be responsible for its share of costs for sign maintenance, repair and replacement, and signage illumination, based upon the ratio of its signage space to the total of all signage space on the Entrance Median Sign). Single-family Owner shall be solely responsible for costs associated with the Entrance Side Signs.
- North-South Marina Road. Until such time as the North-South Marina (c) Road is publicly dedicated, Multi-family Owner shall be solely responsible for the maintenance, repair, operation and replacement of the North-South Marina Road, and for performing any upgrades or improvements to such road in order to allow it to be dedicated. The expense and cost of such maintenance, repair, operation and replacement shall be shared as follows: Singlefamily Owner shall reimburse Multi-family Owner within thirty (30) days of written request for the following: (i) fifty percent (50%) of Multi-family Owner's reasonable and actual out-ofpocket maintenance costs for the North-South Marina Road; (ii) fifty percent (50%) of Multifamily Owner's reasonable and actual out-of-pocket costs associated with the public dedication of the North-South Marina Road; (iii) one hundred percent (100%) of reasonable and actual repair costs associated with the installation and maintenance of the Single-family Utilities pursuant to Section 2.2 hereof; and (iv) one hundred percent (100%) of the reasonable and actual costs of repair if the North-South Marina Road is damaged by Single-family Owner or Singlefamily Owner's agents, contractors, employees or Occupants, reasonable wear and tear excepted. Multi-family Owner shall be one hundred percent (100%) responsible for the reasonable and actual costs of repair if the North-South Marina Road and/or the Single-family Utilities are damaged by Multi-family Owner or Multi-family Owner's agents, contractors, employees or Occupants, reasonable wear and tear excepted. Notwithstanding the foregoing, however, if Multi-family Owner is not able to publicly dedicate the North-South Marina Road within three (3) months after Multi-family Owner receives a certificate of occupancy for the improvements on the Multi-family Parcel, then Multi-family Owner shall be solely responsible, at such Owner's sole cost and expense, for the maintenance, repair, operation and replacement of the North-South Marina Road, and for performing any upgrades or improvements to such road in order to allow it to be dedicated.
- (d) **Single-family Utilities.** Until such time as the Single-family Utilities are publicly dedicated, if ever, Single-family Owner shall be solely responsible for the maintenance, repair, operation and replacement of the Single-family Utilities benefiting Single-family Owner located therein. Notwithstanding the foregoing, however, Multi-family Owner shall reimburse Single-family Owner within thirty (30) days of written request for any reasonable and actual costs of repair if the Single-family Utilities are damaged by Multi-family Owner or Multi-family Owner's agents, contractors, employees or Occupants, reasonable wear and tear excepted.

(e) Single-family Parcel Lift Station.

- (i) Single-family Owner shall be responsible for fifty percent (50%) of the cost of designing and constructing the Single-family Parcel Lift Station, while Multi-family Owner shall be responsible for the remaining fifty percent (50%) of such costs (provided that such costs are consistent with the budget approved by the parties pursuant to Section 4.1(a) hereof; and further provided, in no event shall Multi-family Owner's share of such costs exceed \$150,000.00. The Owner that completes construction of such Improvements shall be entitled to reimbursement by the non-completing Owner within thirty (30) days after the completing Owner provides written notice to the other Owner of completion, accompanied by such supporting materials (e.g. invoices and evidence of completion) as the reimbursing Owner shall reasonably require.
- Until such time as the Single-family Parcel Lift Station is publicly (ii) dedicated, Single-family Owner shall be solely responsible for the maintenance, repair, operation and replacement of the Single-family Parcel Lift Station, and for taking all necessary actions in order to allow it to be dedicated. Notwithstanding the foregoing, however, Multi-family Owner shall reimburse Single-family Owner within thirty (30) days of written request for the following: (i) fifty percent (50%) of Single-family Owner's reasonable and actual out-of-pocket operation and maintenance costs for the Single-family Parcel Lift Station; (ii) fifty percent (50%) of Single-family Owner's reasonable and actual out-of-pocket costs associated with the public dedication of the Single-family Parcel Lift Station; and (iii) one hundred percent (100%) of the reasonable and actual costs of repair if the Single-family Parcel Lift Station is damaged by Multi-family Owner or Multi-family Owner's agents, contractors, employees or Occupants, reasonable wear and tear excepted. Additionally, Single-family Owner shall be one hundred percent (100%) responsible for the reasonable and actual costs of repair if the Single-family Parcel Lift Station is damaged by Single-family Owner or Single-family Owner's agents, contractors, employees or Occupants, reasonable wear and tear excepted.
- Owner shall be solely responsible for the maintenance, repair, operation and replacement of the Shared Retention Pond, the Drainage Line and all other facilities located on the Multi-family Parcel and required for the operation of such improvements. Single-family Owner shall reimburse Multi-family Owner within thirty (30) days of written request for fifty percent (50%) of Multi-family Owner's reasonable and actual out-of-pocket operation and maintenance costs for the Shared Retention Pond, the Drainage Line and related facilities (including ongoing landscaping and irrigation in the immediate vicinity of the Shared Retention Pond, but excluding any initial installation or construction costs relating to landscaping or irrigation). Any damage to such facilities that is caused by the Multi-family Owner or the Single-family Owner (or their respective agents, contractors, employees or Occupants), reasonable wear and tear excepted, shall be repaired by the Owner causing the damage, at the sole cost of such Owner.
- 5.3 Vacant Land. Notwithstanding anything to the contrary contained herein, so long as PCA Antigua is the owner of the Multi-Family Parcel and/or the Commercial Parcel, PCA Antigua shall have no obligations to construct or pay for improvements, maintenance or

repairs or participate in any cost sharing under this Article 5 unless and until PCA Antigua develops the Multi-Family Parcel or the Commercial Parcel, as applicable.

ARTICLE 6 COVENANTS AND RESTRICTIONS

- 6.1 Wetland Areas. Each Owner covenants and agrees to cause all Wetland Areas located on such Owner's Parcel or Parcels to be conserved and preserved in their natural and existing state. No Owner shall disturb, in any manner whatsoever, the Wetland Areas, except to the extent approved and permitted by applicable governmental agencies. The following is a non-exclusive listing of those types of activities that are prohibited in the Wetland Areas:
 - (a) construction of buildings;
 - (b) dumping or placing of soil, waste, refuse or other substances;
 - (c) removal or destruction of trees, shrubs or other vegetation;
 - (d) excavation, dredging or removal of soil material;
 - (e) the diversion of waters to or from the Wetland Areas;
- (f) the capture or destruction of any fish or wildlife inhabiting the Wetland Areas; and
- (g) any other activities detrimental to the drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
- 6.2 **Prohibited Uses at Commercial Parcel.** The uses prohibited at the Commercial Parcel are as follows:
- (a) Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building; provided, however, this restriction shall not prohibit the operation of restaurants.
- (b) An operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
 - (c) Any "second hand" store, "surplus" store, or pawn shop.
 - (d) Any check cashing store.
- (e) Any residential use, including any mobile home park, trailer court or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- (f) Any junkyard or facility for the dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building on the Commercial Parcel.

- (g) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that this restriction shall not prohibit tenants at the Commercial Parcel from conducting one-time "going out of business" sales specific to that tenant).
- (h) Any central laundry or dry cleaning plant. For the avoidance of doubt, this restriction is intended to prohibit the operation of any facility that uses on-site any laundry or dry cleaning chemicals of a type and in quantities generally used by commercial laundry or dry cleaning facilities. This restriction shall not be applicable to nominal supportive facilities for individual retail consumers' pick-up and drop-off of items that will be laundered or dry-cleaned off-site.
- (i) Any facility for the sale, leasing, display or repair of automobiles, trucks, trailers or recreational vehicles.
- (j) Any animal raising facility or stockyard. Notwithstanding the foregoing prohibition, any veterinary or boarding services shall be allowed, provided any kennels, runs and pens associated with such facility shall be located inside any building.
 - (k) Any mortuary or funeral home.

- (l) Any establishment selling or exhibiting pornographic or "obscene" material, or which exhibits nude or topless performers (whether through in-person performance or through any other medium).
- (m) Any tobacco shop (other than the incidental sale of tobacco products in connection with an otherwise permitted retail use), smoke shop or vape shop, or any establishment selling or exhibiting paraphernalia related to the use of illegal drugs.
 - (n) Any marijuana dispensary.
- (o) Any flea market, amusement or video arcade (other than amusements or arcades operated as part of a children's indoor play space operated by a reputable national or regional chain, such as Monkey Joe's or SkyZone), skating rink, pool or billiard hall.
- (p) Any nightclub or dance hall, provided that establishments that operate primarily as a wine bar or craft brewery are expressly permitted.
- (q) Any massage parlor, except for (i) a therapeutic massage chain (including, but not limited to, Massage Heights or Massage Envy) or (ii) a day spa or beauty salon utilizing licensed massage therapists.
- (r) Any gambling facility or operation, including but not limited to off-track or sports betting parlor; table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall, except for (i) any gambling facility or operation that is part of a hotel or restaurant facility or (ii) sales of Florida Lottery tickets or similar government-related gambling.

- (s) Any not-for-profit restaurant, soup kitchen or other facilities serving the homeless.
 - (t) Any gun and/or ammunition store.
- (u) Any other business the operation of which would reasonably constitute a noxious use when located in proximity to a residential property.
- 6.3 **Limitation on Residential Units.** Subject in all respects to applicable law and zoning approvals or other entitlements, there shall be no more than ninety-five (95) single-family lots and sixty-eight (68) town home lots on the Single-family Parcel unless approved by the Multi-family Owner, and no more than two hundred eighty-five (285) multi-family residential units on the Multi-family Parcel unless approved by the Single-family Owner.
- 6.4 **Insurance**. Each Owner shall maintain or cause to be maintained commercial general liability insurance, naming the other Owners as additional insureds, with liability insurance limits of not less than \$2,000,000.00 per occurrence, including coverage for but not limited to claims relating to bodily injury including death, personal injury and property damage that may arise from, or be related to (a) the conduct of Owner, as applicable, and such Owner's agents, employees, contractors and Occupants, or (b) the condition, use or occupancy of such Owner's Parcel. Each Owner shall provide the other Owners with certificates of insurance evidencing that such Owner has obtained the aforementioned policies of insurance. Notwithstanding anything to the contrary contained herein, so long as PCA Antigua is the owner of the Multi-Family Parcel and/or the Commercial Parcel, PCA Antigua shall have no obligations to provide insurance under this Section 6.4 unless and until PCA Antigua develops the Multi-Family Parcel or the Commercial Parcel, as applicable.

ARTICLE 7 INTENTIONALLY OMITTED

ARTICLE 8 ENFORCEMENT OF DEFAULTS

- 8.1 Monetary Defaults. If any Owner defaults on its obligation to pay any sum of money owed hereunder to any other Owner within thirty (30) days after its receipt of written notice that such sum is due, then the Owner or Owners to whom funds are owed shall have lien rights against the property of the defaulting Owner in accordance with the applicable mechanics' and materialmen's lien statutes of the State of Florida.
- 8.2 **Nonmonetary Defaults.** In the event of a violation by any Owner of any of the provisions of this Declaration, one or both of the other Owners may notify such Owner of the violation by written notice. If such violation is not cured as soon as practicable and in any event within thirty (30) days after the receipt of such written notice, or if the violation is not capable of being cured within such time, if the Owner fails to commence and diligently proceed to completely cure as soon as practical, the other Owners may in addition to any other remedy they may have under this Declaration, in law or in equity, at such Owners' option:

- (a) Specific Performance. Commence an action to enforce the performance on the part of the defaulting Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
 - (b) **Damages.** Commence an action to recover damages; and/or
- (c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, any maintenance or other work required to be performed by the defaulting Owner under this Declaration.
- 8.3 **Rights Cumulative.** All rights, remedies and privileges granted to the Owners pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any Owner thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.
- 8.4 **Limitation on Remedy Enforcement.** Notwithstanding Section 8.3 hereof, in no event shall any of the provisions of this Declaration be deemed to establish a right of reversion or forfeiture of title in the event of a violation thereof. Specifically, but without limitation, in no event shall any Owner have the right to terminate the easements created herein as a result of a default by any other Owner hereunder.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 **Duration.** This Declaration and the covenants, restrictions, charges and liens set out herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by every Owner of any part of the Property, and their respective representatives, heirs, successors and assigns. This Declaration shall be effective for a term of fifty (50) years from the date this Declaration is recorded, after which time it shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Net Acreage of the Property, agreeing to change or terminate this Declaration in whole or in part.
- 9.2 **Governing Law; Waiver of Trial by Jury**. This Declaration shall be construed and interpreted under the laws of the State of Florida. THE OWNERS, TO THE GREATEST EXTENT PERMITTED BY LAW, HEREBY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BETWEEN THEM ARISING HEREUNDER.
- 9.3 **Time of the Essence**. The Owners agree that time is of the essence and that time specifications contained in this Declaration shall be strictly construed.
- 9.4 **No Waiver.** The failure of any Owner to enforce any of the covenants, conditions or restrictions contained herein, at the time of violation shall in no event be deemed to be a waiver of the right of such Owner to enforce the covenants, conditions or restrictions in the future.

- 9.5 Antigua at Saint Augustine Community Development District. As of the Effective Date, the Property lies within the boundaries of the Antigua at Saint Augustine Community Development District (the "CDD"). The Owners agree and acknowledge that, while the CDD remains in place, Owners within the Property may be assessed for CDD expenses. Each Owner covenants and agrees, however, that without the unanimous prior written consent of all Owners in their sole discretion, no Owner shall issue any bond or cause any bond to be issued under the CDD with respect to the Property or any portion thereof. Further, any Owner shall have the unilateral right to cause the CDD to be terminated at any time at its sole expense. Each Owner agrees to cooperate reasonably with any other Owner pursuing termination of the CDD at no expense to the cooperating Owner (other than nominal administrative costs), and upon request, to execute any materials reasonably required to be executed by the cooperating Owner to cause the CDD to be terminated.
- 9.6 **Notices**. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when sent by nationally-recognized overnight air courier service, next day delivery, prepaid, in which case notice shall be deemed to have been received one (1) Business Day following delivery to such courier service, or by certified mail, postage prepaid, in which case notice shall be deemed to have been received four (4) Business Days following delivery to the U.S. Postal Service. The parties' initial notice addresses are as follows, but may be changed by any Owner from time to time upon five (5) Business Days' written notice to the other Owners:

PCA Antigua:

PCA Antigua, LLC c/o Principal Real Estate Investors, LLC 801 Grand Avenue Des Moines, Iowa 50392 Attention: Brenda Wadle

with a copy to:

Principal Real Estate Investors, LLC 801 Grand Avenue Des Moines, Iowa 50392 Attention: Kris Bro

and a copy to:

Thompson Hine LLP 41 South High Street, Suite 1700 Columbus, Ohio 43215 Attention: Darrel R. Davison Single-family Owner:

ANT JV Owner, LLC 360 Corporate Way, Suite 100 Orange Park, Florida 23073 Attention: Batey McGraw

with a copy to:

Holland & Knight LLP 50 North Laura Street, Suite 3900 Jacksonville, Florida 32202 Attention: Missy Turra

9.7 Attorneys' Fees and Enforcement Expenses.

- (a) All expenses incurred by any Owner in connection with the correction of any violation under this Declaration, or the commencement of any action hereunder against any defaulting Owner, including administrative fees and costs and reasonable attorneys' fees and costs, shall be reimbursable to the enforcing Owner, and shall be due upon written demand by such Owner, and collectible as any other sum of money due to such Owner under this Declaration.
- (b) Any reference to the entitlement of attorneys' fees used in this Declaration shall be deemed to include attorneys' fees incurred in connection with the appeal of the decision of any lower court, agency or tribunal, and shall in all instances be deemed to refer to reasonable attorneys' fees incurred at standard hourly rates without statutory presumption in their calculation.
- 9.8 **Severability**. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration, which will remain in full force and effect.
- 9.9 Amendment. Subject to the rights of the Water Management District under Article 3 hereof, this Declaration may be amended by a document executed by Owners holding two-thirds (2/3) or more of the Net Acreage of the Property. Any such amendment shall cross-reference this Declaration and the Official Records Book and Page where it is recorded, and shall be recorded in the Official Records of St. Johns County, Florida.
- 9.10 Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.
- 9.11 Mortgage Subordination. Any mortgage affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Declaration, subject to the limitations of Section 720.3085(2), Florida Statutes. Each party

hereto represents and warrants to the other party that there is no presently existing mortgage lien on its Parcel or Parcels, other than mortgage liens that are expressly subordinate to the lien of this Declaration.

- 9.12 **Estoppels.** Upon written request by any other Owner, or a lender holding a mortgage encumbering any Parcel, each Owner shall, within fifteen (15) days of receipt of such written request, execute an estoppel certificate in form and substance reasonably acceptable to the requesting party and to any other parties designated by the requesting party, stating (a) whether this Declaration is in full force and effect and whether there are any amendments thereto; (b) whether the requesting Owner is in compliance with this Declaration and if not, the nature of any non-compliance; and (c) such other matters relating to this Declaration that may be reasonably requested by the requesting party.
- 9.13 **No Public Dedication**. Except with respect to the Water Management District's rights under Article 3 hereof, the easements, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the respective Owners of the Parcels. Although the Owners may subsequently elect to cause certain Improvements to be publicly dedicated, this Declaration is not intended to create, nor shall it be construe as creating, any rights in or for the benefit of the general public, or in any person or business entity other than the foregoing, whether as third party beneficiary or otherwise.
- 9.14 Force Majeure Delays. In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, war, riots, civil insurrections, hurricanes, tornados, floods, other weather events beyond normal conditions as determined by NOAA, earthquakes, epidemics or plagues, acts or campaigns of terrorism or sabotage, unusually significant interruptions to financial markets or to domestic or international transportation, trade restrictions, delays caused by any governmental or quasi-governmental entity, shortages of materials, natural resources or labor, labor strikes, governmental prohibitions or regulations including unforeseen and unreasonable administrative delays in obtaining building permits (a "Force Majeure Delay"), then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.
- 9.15 Calculation of Time Periods. If any time period under this Declaration ends on a day other than a Business Day (as hereinafter defined), then the time period shall be extended until the next Business Day. The term "Business Day" shall mean Monday through Friday, excluding holidays recognized by the federal government of the United States of America or the state government of the State of Florida.
- 9.16 **Exhibits**. The following exhibits are incorporated by reference into this Declaration:

Exhibit A-1 - Legal Description of Property

Exhibit A-2 - Legal Description of Single-family Parcel Exhibit A-3 - Legal Description of Multi-family Parcel Exhibit A-4 - Legal Description of Commercial Parcel

Exhibit B	-	Site Plan
Exhibit C	-	Access Easement Area/North-South Marina Road
Exhibit D	-	Utility Easement Area
Exhibit E	-	Single-family Parcel Lift Station Area
Exhibit F	-	Shared Retention Pond and Related Facilities
Exhibit G	-	Water Management District Permits

9.17 **Execution in Counterparts**. This Declaration may be signed in counterparts which, when assembled, constitute one agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as required by law, to be effective as of the Effective Date.

WITNESSES:	PCA ANTIGUA:
Hobin Chock (as to both) Robin Cheek (as to both) Robin Cheek	PCA ANTIGUA, LLC, a Delaware limited liability company By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory By: Print Name: Kristen P Bro Sr. Acquisition Consultant By: Print Name Jettrey T. Clement Title: Sr. Dir-Acquisitions/Dispositions
STATE OF IOWA)) SS: COUNTY OF POLK)	
proved to me on the basis of satisfactory evident subscribed to the within instrument and acknowled capacity (ies), and that by their signature (s) on the behalf of which the individual (s) acted, extended such appearance before the undersigned in	before me, the undersigned, personally appeared to be the individual(s) whose name(s) is (are) ledged to me that they executed the same in their he instrument, the individual(s), or the company ecuted the instrument and that such individual the County of Polk, State of Iowa.

[Signatures continue on the following page]

My Commission Expires:

CARMEN M. GOMEZ Commission Number 735957 My Commission Expires August 8, 2017

WIINESSES:	SINGLE-FAMILY OWNER:
Moulto Jamello	ANT JV OWNER, LLC, a Delaware limited liability company
AHA.	By: DFH-ANT, LLC, a Florida limited liability company, its Manager
	By: Batey MeGraw Vice President
STATE OF FLORIDA) SS: COUNTY OF <u>Duval</u>)	
personally appeared Batey McGraw, as Vice I liability company, as Manager of ANT JV Ownersonally known to me or proved to me or individual(s) whose name(s) is (are) subscribed me that they executed the same in their capa instrument, the individual(s), or the company	, 2017, before me, the undersigned, President of DFH-ANT, LLC, a Florida limited ner, LLC, a Delaware limited liability company, in the basis of satisfactory evidence to be the d to the within instrument and acknowledged to acity(ies), and that by their signature(s) on the y on behalf of which the individual(s) acted, all made such appearance before the undersigned lorida.
[AFFIX NOTARY STAMP OR SEAL]	
**************************************	otary Public Ty Commission Expires: 3 2 21

EXHIBIT "A-1" Property Description

Commercial Parcel:

PARCEL I

A PORTION OF GOVERNMENT LOTS 1 AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°23'27" EAST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 411.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°23'27" EAST, 305.85 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 1062.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF MARINA COVE DRIVE (A 100 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°01'34" WEST, 35.36 FEET; THENCE NORTH 29°58'26" EAST. ALONG SAID EASTERLY RIGHT OF WAY LINE, 204.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE SOUTHERLY RIGHT OF WAY LINE OF MARINA COVE ROAD (A 60 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°59'24" EAST, 35.37 FEET; THENCE SOUTH 59°59'38" EAST, ALONG SAID RIGHT OF WAY LINE, 421,93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 128.44 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 140.35 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°42'03" EAST, 133.47 FEET; THENCE NORTH 57°23'45" EAST, ALONG SAID RIGHT OF WAY, 65.77 FEET; THENCE SOUTH 42°34'43" EAST, 57.99 FEET; THENCE SOUTH 50°01'12" EAST, 41.82 FEET; THENCE SOUTH 31°14'14" EAST, 38.25 FEET; THENCE SOUTH 23°29'58" EAST, 44.42 FEET; THENCE SOUTH 06°07'04" EAST, 25.90 FEET; THENCE SOUTH 10°38'16" WEST, 27.88 FEET; THENCE SOUTH 23°30'35" EAST, 49.27 FEET; THENCE SOUTH 37°51'18" EAST, 43.00 FEET; THENCE NORTH 88°36'33" EAST, 79.05 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAIN 6.38± ACRES MORE OR LESS.

PARCEL 2

THAT PART OF GOVERNMENT LOTS 1 AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°23'27" WEST, ALONG THE EAST LINE OF SAID SECTION 29, 3.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARINO COVE ROAD (A 60 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 57°23'45" WEST, ALONG SAID RIGHT OF WAY LINE, 328.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 128.44 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, AN ARC DISTANCE OF 140.35 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°42'03" WEST, 133.47 FEET; THENCE NORTH 59°59'38" WEST, ALONG SAID RIGHT OF WAY LINE, 421.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF MARINA COVE DRIVE (A 100 FOOT WIDE

RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°59'24" WEST, 35.37 FEET; THENCE SOUTH 29°58'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 6.38 FEET; THENCE NORTH 60°01'34" WEST, 43.65 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 29°58'26" WEST, 223.54 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG LAST SAID RIGHT OF WAY LINE, 12.70 FEET; THENCE NORTH 29°58'26" EAST, 223.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 9.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°14'22" EAST, 8.85 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 5.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°01'34" EAST, 4.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°42'30" WEST, 8.85 FEET.

THE LANDS THUS DESCRIBED CONTAIN 2,923 SQUARE FEET AND/OR 0.07 \pm ACRES MORE OR LESS.

PARCEL 3

A PORTION OF GOVERNMENT LOTS 1, 2, AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°23'27" EAST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 717.05 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 1212.44 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 687.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2009.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 255.91 FEET TO A POINT OF CUSP AND IT'S INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF MARINA COVE ROAD (60 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°40'26" WEST, 255.74 FEET; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE NORTH AND ALONG LAST SAID RIGHT OF WAY LINE HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 320.78 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°39'38" EAST, 315.91 FEET; THENCE NORTH 78°00'02" EAST, ALONG SAID RIGHT OF WAY LINE, 28.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 470.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 344.57 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°59'48" EAST, 336.91 FEET; THENCE SOUTH 59°59'38" EAST ALONG SAID RIGHT OF WAY, 320.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 39.26 FEET TO THE POINT OF TANGENCY AND THE WESTERLY RIGHT OF WAY OF SAID MARINA COVE DRIVE (A 100 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°00'36" EAST, 35.35 FEET; THENCE SOUTH 29°58'26" WEST, ALONG SAID RIGHT OF WAY LINE, 204.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°58'26" WEST, 35.36 FEET;

THE LANDS THUS DESCRIBED CONTAIN 3.89 ACRES MORE OR LESS,

West Parcel:

PARCEL 4

THAT PART OF SECTION 28 AND A PART OF GOVERNMENT LOT 2, SECTION 29, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE FISH ISLAND MARINA AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 179, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 60 FOOT WIDE ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 175, BOTH BEING IN SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 03°44'06" EAST, ALONG THE EAST LINE OF SAID 60 FOOT ROADWAY EASEMENT, 112.42 FEET; THENCE NORTH 85°28'10" EAST, 99.84 FEET; THENCE SOUTH 79°26'01" EAST, 41.59 FEET; THENCE NORTH 54°39'33" EAST, 45.36 FEET; THENCE SOUTH 48°18'45" EAST, 5.81 FEET; THENCE SOUTH 10°21'22" WEST, 44.18 FEET; THENCE SOUTH 17°12'59" WEST, 54.12 FEET; THENCE SOUTH 00°13'23" WEST, 39.62 FEET; THENCE SOUTH 54°45'14" WEST, 17.70 FEET; THENCE SOUTH 07°48'52" WEST, 25.95 FEET; THENCE SOUTH 05°43'23" WEST, 40.04 FEET; THENCE SOUTH 04°14'20" EAST, 68.38 FEET; THENCE SOUTH 24°55'27" WEST, 34.21 FEET; THENCE SOUTH 12°03'04" WEST, 29.73 FEET; THENCE SOUTH 21°56'58" WEST, 26.01 FEET; THENCE SOUTH 43°44'58" EAST, 26.14 FEET; THENCE SOUTH 32°33'27" WEST, 17.89 FEET; THENCE SOUTH 04°27'28" WEST, 46.86 FEET; THENCE NORTH 76°30'11" EAST, 20.51 FEET; THENCE SOUTH 32°10'28" EAST, 47.37 FEET; THENCE SOUTH 04°47'54" EAST, 37.00 FEET; THENCE SOUTH 37°42'51" EAST, 31.31 FEET; THENCE SOUTH 19°29'09" EAST, 30.40 FEET; THENCE SOUTH 51°38'16" WEST, 31.16 FEET; THENCE SOUTH 22°06'05" WEST, 172.75 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, SAID POINT ALSO LYING IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2089.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.81 FEET TO IT'S INTERSECTION WITH THE WESTERLY LINE OF SAID 60 FOOT WIDE ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 175, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°55'37" WEST, 119.79 FEET; THENCE SOUTH 03°51'28" EAST, ALONG WESTERLY LINE OF WEST MARINA COVE DRIVE, 62.39 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312, A 220 FOOT WIDE RIGHT OF WAY LINE AS PRESENTLY ESTABLISHED, SAID POINT ALSO LYING IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2029.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 493.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°00'30" WEST, 492.75 FEET; THENCE SOUTH 88°52'03" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 306.12 FEET TO A POINT; THENCE NORTH 13°06'49" EAST, DEPARTING SAID RIGHT OF WAY LINE, 894.27 FEET; THENCE SOUTH 82°18'04" EAST, 541.20 FEET TO A POINT ON SAID WESTERLY LINE OF THE 60 FOOT ROADWAY EASEMENT; THENCE NORTH 03°51'28" WEST, ALONG SAID WESTERLY LINE, 35.72 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID FISH ISLAND MARINA AND THE NORTHWEST CORNER OF SAID 60 FOOT ROADWAY EASEMENT; THENCE SOUTH 82°18'04" EAST, ALONG SAID SOUTHERLY LINE OF FISH ISLAND MARINA, 61.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 16± ACRES, MORE OR LESS.

East Parcel:

PARCEL 5

THAT PART OF SECTION 28 AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, SECTION 29, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE S01°23'27"E ALONG THE EAST LINE OF SECTION 29, 411.20 FEET; THENCE \$88°36'33"W, 79.05 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND; THENCE NORTHERLY ALONG SAID WETLAND LINE THE FOLLOWING 8 COURSES: N37°51'18"W, 43.00 FEET; N23°30'35"W, 49.27 FEET; N10°38'16"E, 27.88 FEET; N06°07'04"W, 25.90 FEET; N23°29'58"W, 44.42 FEET; N31°14'14"W, 38.25 FEET; N50°01'12"W, 41.82 FEET; N42°34'43"W, 57.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST MARINA COVE DRIVE (A 60 FOOT RIGHT OF WAY); THENCE N57°23'45"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 262.84 FEET TO A POINT ON THE SAID EASTERLY LINE OF SECTION 29; THENCE ALONG SAID EASTERLY LINE OF SECTION 29 N01°23'27"W, 70.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID EAST MARINA COVE DRIVE; THENCE \$57°23'45"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 364,98 FEET TO THE POINT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 68,44 FEET; THENCE ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 62°36'29" AND AN ARC DISTANCE OF 74.79 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S88°42'04"W, 71.12 FEET; THENCE N59°59'38"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 125.23 FEET TO THE SOUTHEAST CORNER OF A LIFT STATION PARCEL; THENCE N30°33'22"E ALONG THE EAST LINE OF SAID LIFT STATION PARCEL, 40.08 FEET TO THE NORTHEAST CORNER OF SAID LIFT STATION PARCEL; THENCE N60°01'19"W ALONG THE NORTH LINE OF SAID LIFT STATION PARCEL, 42.84 FEET TO THE NORTHWEST CORNER OF SAID LIFT STATION PARCEL: THENCE S29°57'06"W ALONG THE WEST LINE OF SAID LIFT STATION PARCEL, 40.05 FEET TO SAID NORTH RIGHT OF WAY LINE OF EAST MARINA COVE DRIVE; THENCE N59°59'38"W, ALONG SAID NORTH RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE, 724.27 FEET TO THE PONT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY 388.56 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 42°00'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°59'48"W, 379.92 FEET; THENCE S78°00'02"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.70 FEET; TO THE PONT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY 267.72 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 32°38'14", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N85°40'52"W, 264.12 FEET; THENCE N65°46'50"W ALONG SAID NORTH RIGHT OF WAY LINE, 249.51 FEET TO THE PONT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2089.86 FEET; THENCE WESTERLY 20.84 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 00°34'17", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N73°59'57"W, 20.84 FEET; THENCE N22°06'05"E, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, 172.75 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 6 COURSES: N51°38'16"E, 31.16 FEET; N19°29'09"W, 30.40 FEET; N37°42'51"W, 31.31 FEET; N04°47'54"W, 37.00 FEET; N32°10'28"W, 47.37 FEET; S76°30'11"W, 20.51 FEET; THENCE N04°27'28"E, A DISTANCE OF 46.86 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 3 COURSES: N32°33'27"E, 17.89 FEET; N43°44'58"W, 26.14 FEET; N21°56'58"E, 26.01 FEET; THENCE N12°03'04"E, A DISTANCE OF 29.73 FEET; THENCE N24°55'27"E, A DISTANCE OF 34.21 FEET; THENCE N04°14'20"W, A DISTANCE OF 68.38 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 10 COURSES: N05°43'23"E, 40.04 FEET; N07°48'52"E, 25.95 FEET; N54°45'14"E, 17.70 FEET; N00°13'23"E, 39.62 FEET; N17°12'59"E, 54.12 FEET; N10°21'22"E, 44.18 FEET; N48°18'45"W, 5.81 FEET; S54°39'33"W, 45.36 FEET; N79°26'01"W, 41.59 FEET; S85°28'10"W, 99.84 FEET; THENCE N03°44'06"W, A DISTANCE OF 112.42 FEET TO THE SOUTHEAST CORNER OF THE FISH ISLAND MARINA PROPERTY; THENCE N08°01'12"E ALONG THE EAST LINE OF SAID MARINA PROPERTY, 267 FEET, MORE OR LESS TO THE CENTERLINE OF A CREEK (BEING A TRIBUTARY OF MATANZAS RIVER); THENCE EASTERLY 3,964 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE S01°20'02"E ALONG SAID EAST LINE OF THE WEST HALF OF NORTHWEST QUARTER, A DISTANCE OF 1.234.00 FEET, MORE OR LESS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE S89°02'13"W ALONG SAID SOUTH LINE, A DISTANCE OF 1,335.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 116.6 ACRES, MORE OR LESS.

EXHIBIT "A-2" Single-family Parcel Description

THAT PART OF SECTION 28 AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, SECTION 29, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE \$01°23'27"E ALONG THE EAST LINE OF SECTION 29, 411.20 FEET; THENCE S88°36'33"W, 79.05 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND: THENCE NORTHERLY ALONG SAID WETLAND LINE THE FOLLOWING 8 COURSES: N37°51'18"W, 43.00 FEET; N23°30'35"W, 49.27 FEET; N10°38'16"E, 27.88 FEET; N06°07'04"W, 25.90 FEET; N23°29'58"W, 44.42 FEET; N31°14'14"W, 38.25 FEET; N50°01'12"W, 41.82 FEET; N42°34'43"W, 57.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST MARINA COVE DRIVE (A 60 FOOT RIGHT OF WAY); THENCE N57°23'45"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 262.84 FEET TO A POINT ON THE SAID EASTERLY LINE OF SECTION 29; THENCE ALONG SAID EASTERLY LINE OF SECTION 29 NO1°23'27"W, 70.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID EAST MARINA COVE DRIVE; THENCE S57°23'45"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 364.98 FEET TO THE POINT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 68.44 FEET; THENCE ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 62°36'29" AND AN ARC DISTANCE OF 74.79 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S88°42'04"W, 71.12 FEET; THENCE N59°59'38"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 125.23 FEET TO THE SOUTHEAST CORNER OF A LIFT STATION PARCEL; THENCE N30°33'22"E ALONG THE EAST LINE OF SAID LIFT STATION PARCEL, 40.08 FEET TO THE NORTHEAST CORNER OF SAID LIFT STATION PARCEL; THENCE N60°01'19"W ALONG THE NORTH LINE OF SAID LIFT STATION PARCEL, 42.84 FEET TO THE NORTHWEST CORNER OF SAID LIFT STATION PARCEL; THENCE \$29°57'06"W ALONG THE WEST LINE OF SAID LIFT STATION PARCEL, 40.05 FEET TO SAID NORTH RIGHT OF WAY LINE OF EAST MARINA COVE DRIVE; THENCE N59°59'38"W, ALONG SAID NORTH RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE, 724.27 FEET TO THE PONT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY 388.56 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 42°00'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°59'48"W, 379.92 FEET; THENCE S78°00'02"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.70 FEET; TO THE PONT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY 267.72 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 32°38'14", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N85°40'52"W, 264.12 FEET; THENCE N65°46'50"W ALONG SAID NORTH RIGHT OF WAY LINE, 249.51 FEET TO THE PONT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2089.86 FEET; THENCE WESTERLY 20.84 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 00°34'17", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N73°59'57"W, 20.84 FEET; THENCE N22°06'05"E, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, 172.75 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND LINE: THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 6 COURSES: N51°38'16"E, 31.16 FEET; N19°29'09"W, 30.40 FEET; N37°42'51"W, 31.31 FEET; N04°47'54"W, 37.00 FEET; N32°10'28"W, 47.37 FEET; S76°30'11"W, 20.51 FEET; THENCE N04°27'28"E, A DISTANCE OF 46.86 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 3 COURSES: N32°33'27"E, 17.89 FEET; N43°44'58"W, 26.14 FEET; N21°56'58"E, 26.01 FEET; THENCE N12°03'04"E, A DISTANCE OF 29.73 FEET; THENCE N24°55'27"E, A DISTANCE OF 34.21 FEET; THENCE N04°14'20"W, A DISTANCE OF 68.38 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 10 COURSES: N05°43'23"E, 40.04 FEET; N07°48'52"E, 25.95 FEET; N54°45'14"E. 17.70 FEET: N00°13'23"E. 39.62 FEET: N17°12'59"E, 54.12 FEET; N10°21'22"E, 44.18 FEET; N48°18'45"W, 5.81 FEET; S54°39'33"W, 45.36 FEET; N79°26'01"W, 41.59 FEET; S85°28'10"W, 99.84 FEET; THENCE N03°44'06"W, A DISTANCE OF 112.42 FEET TO THE SOUTHEAST CORNER OF THE FISH ISLAND MARINA PROPERTY; THENCE N08°01'12"E ALONG THE EAST LINE OF SAID MARINA PROPERTY, 267 FEET, MORE OR LESS TO THE CENTERLINE OF A CREEK (BEING A TRIBUTARY OF MATANZAS RIVER); THENCE EASTERLY 3,964 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO

THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE S01°20'02"E ALONG SAID EAST LINE OF THE WEST HALF OF NORTHWEST QUARTER, A DISTANCE OF 1,234.00 FEET, MORE OR LESS TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE S89°02'13"W ALONG SAID SOUTH LINE, A DISTANCE OF 1,335.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 116.6 ACRES, MORE OR LESS.

EXHIBIT "A-3" Multi-family Parcel Description

THAT PART OF SECTION 28 AND A PART OF GOVERNMENT LOT 2, SECTION 29, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE FISH ISLAND MARINA AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 179, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A 60 FOOT WIDE ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 175, BOTH BEING IN SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 03°44'06" EAST, ALONG THE EAST LINE OF SAID 60 FOOT ROADWAY EASEMENT, 112.42 FEET: THENCE NORTH 85°28'10" EAST, 99.84 FEET; THENCE SOUTH 79°26'01" EAST, 41.59 FEET; THENCE NORTH 54°39'33" EAST, 45.36 FEET; THENCE SOUTH 48°18'45" EAST, 5.81 FEET; THENCE SOUTH 10°21'22" WEST, 44.18 FEET; THENCE SOUTH 17°12'59" WEST, 54.12 FEET; THENCE SOUTH 00°13'23" WEST, 39.62 FEET; THENCE SOUTH 54°45'14" WEST, 17.70 FEET; THENCE SOUTH 07°48'52" WEST, 25.95 FEET; THENCE SOUTH 05°43'23" WEST, 40.04 FEET; THENCE SOUTH 04°14'20" EAST, 68.38 FEET; THENCE SOUTH 24°55'27" WEST, 34.21 FEET; THENCE SOUTH 12°03'04" WEST, 29.73 FEET; THENCE SOUTH 21°56'58" WEST, 26.01 FEET; THENCE SOUTH 43°44'58" EAST, 26.14 FEET; THENCE SOUTH 32°33'27" WEST, 17.89 FEET; THENCE SOUTH 04°27'28" WEST, 46.86 FEET; THENCE NORTH 76°30'11" EAST, 20.51 FEET; THENCE SOUTH 32°10'28" EAST, 47.37 FEET; THENCE SOUTH 04°47'54" EAST, 37.00 FEET; THENCE SOUTH 37°42'51" EAST, 31.31 FEET; THENCE SOUTH 19°29'09" EAST, 30.40 FEET: THENCE SOUTH 51°38'16" WEST, 31.16 FEET; THENCE SOUTH 22°06'05" WEST, 172.75 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, SAID POINT ALSO LYING IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2089.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 119.81 FEET TO IT'S INTERSECTION WITH THE WESTERLY LINE OF SAID 60 FOOT WIDE ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 338, PAGE 175, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°55'37" WEST, 119.79 FEET; THENCE SOUTH 03°51'28" EAST, ALONG WESTERLY LINE OF WEST MARINA COVE DRIVE, 62.39 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312, A 220 FOOT WIDE RIGHT OF WAY LINE AS PRESENTLY ESTABLISHED, SAID POINT ALSO LYING IN A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2029,86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 493.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°00'30" WEST, 492.75 FEET; THENCE SOUTH 88°52'03" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 306.12 FEET TO A POINT; THENCE NORTH 13°06'49" EAST, DEPARTING SAID RIGHT OF WAY LINE, 894.27 FEET; THENCE SOUTH 82°18'04" EAST, 541.20 FEET TO A POINT ON SAID WESTERLY LINE OF THE 60 FOOT ROADWAY EASEMENT; THENCE NORTH 03°51'28" WEST, ALONG SAID WESTERLY LINE, 35.72 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID FISH ISLAND MARINA AND THE NORTHWEST CORNER OF SAID 60 FOOT ROADWAY EASEMENT; THENCE SOUTH 82°18'04" EAST, ALONG SAID SOUTHERLY LINE OF FISH ISLAND MARINA, 61.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 16± ACRES, MORE OR LESS.

EXHIBIT "A-4" Commercial Parcel Description

PARCEL 1

A PORTION OF GOVERNMENT LOTS 1 AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°23'27" EAST, ALONG THE EAST LINE OF SAID SECTION 29. A DISTANCE OF 411.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°23'27" EAST, 305.85 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 1062,62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF MARINA COVE DRIVE (A 100 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°01'34" WEST, 35.36 FEET; THENCE NORTH 29°58'26" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 204.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE SOUTHERLY RIGHT OF WAY LINE OF MARINA COVE ROAD (A 60 FOOT WIDE RIGHT OF WAY PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°59'24" EAST, 35.37 FEET; THENCE SOUTH 59°59'38" EAST, ALONG SAID RIGHT OF WAY LINE, 421.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 128.44 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 140.35 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°42'03" EAST, 133.47 FEET; THENCE NORTH 57°23'45" EAST, ALONG SAID RIGHT OF WAY, 65.77 FEET; THENCE SOUTH 42°34'43" EAST, 57.99 FEET; THENCE SOUTH 50°01'12" EAST, 41.82 FEET; THENCE SOUTH 31°14'14" EAST, 38.25 FEET; THENCE SOUTH 23°29'58" EAST, 44.42 FEET; THENCE SOUTH 06°07'04" EAST, 25.90 FEET; THENCE SOUTH 10°38'16" WEST, 27.88 FEET; THENCE SOUTH 23°30'35" EAST, 49.27 FEET; THENCE SOUTH 37°51'18" EAST, 43.00 FEET; THENCE NORTH 88°36'33" EAST, 79.05 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAIN 6.38± ACRES MORE OR LESS.

PARCEL 2

THAT PART OF GOVERNMENT LOTS 1 AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°23'27" WEST, ALONG THE EAST LINE OF SAID SECTION 29, 3.93 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARINO COVE ROAD (A 60 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 57°23'45" WEST, ALONG SAID RIGHT OF WAY LINE, 328.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 128.44 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, AN ARC DISTANCE OF 140.35 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°42'03" WEST, 133.47 FEET; THENCE NORTH 59°59'38" WEST, ALONG SAID RIGHT OF WAY LINE, 421.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF TANGENCY AND THE EASTERLY RIGHT OF WAY LINE OF MARINA COVE DRIVE (A 100 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°59'24" WEST, 35.37 FEET; THENCE SOUTH 29°58'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 6.38 FEET; THENCE NORTH 60°01'34" WEST, 43,65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29°58'26" WEST, 223.54 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG LAST SAID RIGHT OF WAY LINE, 12.70 FEET; THENCE NORTH 29°58'26" EAST, 223.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 9.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°14'22" EAST, 8.85 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 5.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°01'34" EAST, 4.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°42'30" WEST, 8.85 FEET.

THE LANDS THUS DESCRIBED CONTAIN 2,923 SQUARE FEET AND/OR $0.07\pm$ ACRES MORE OR LESS.

PARCEL 3

A PORTION OF GOVERNMENT LOTS 1, 2, AND 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°23'27" EAST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 717.05 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 1212.44 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 60°01'34" WEST, ALONG SAID RIGHT OF WAY LINE, 687.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2009.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 255.91 FEET TO A POINT OF CUSP AND IT'S INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF MARINA COVE ROAD (60 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°40'26" WEST, 255.74 FEET; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE NORTH AND ALONG LAST SAID RIGHT OF WAY LINE HAVING A RADIUS OF 530.00 FEET, AN ARC DISTANCE OF 320.78 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°39'38" EAST, 315.91 FEET; THENCE NORTH 78°00'02" EAST, ALONG SAID RIGHT OF WAY LINE, 28.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 470.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 344.57 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°59'48" EAST, 336.91 FEET; THENCE SOUTH 59°59'38" EAST ALONG SAID RIGHT OF WAY, 320.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY, AN ARC DISTANCE OF 39.26 FEET TO THE POINT OF TANGENCY AND THE WESTERLY RIGHT OF WAY OF SAID MARINA COVE DRIVE (A 100 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°00'36" EAST, 35.35 FEET; THENCE SOUTH 29°58'26" WEST, ALONG SAID RIGHT OF WAY LINE, 204.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.28 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°58'26" WEST, 35.36 FEET:

THE LANDS THUS DESCRIBED CONTAIN 3.89 ACRES MORE OR LESS

EXHIBIT "B" Site Plan

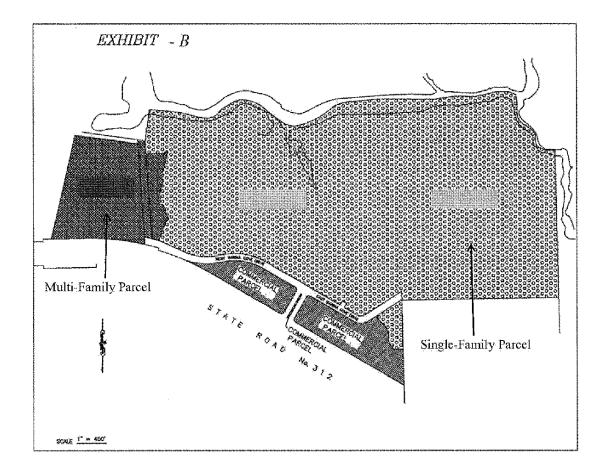


EXHIBIT "C" Access Easement Area/North-South Marina Road

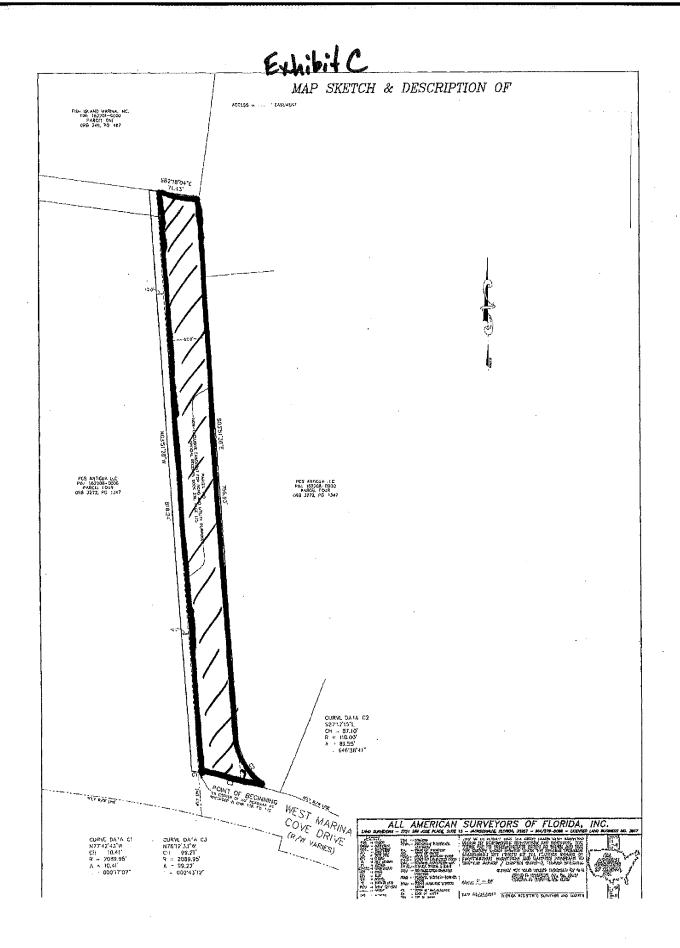


EXHIBIT "D"
Utility Easement Area

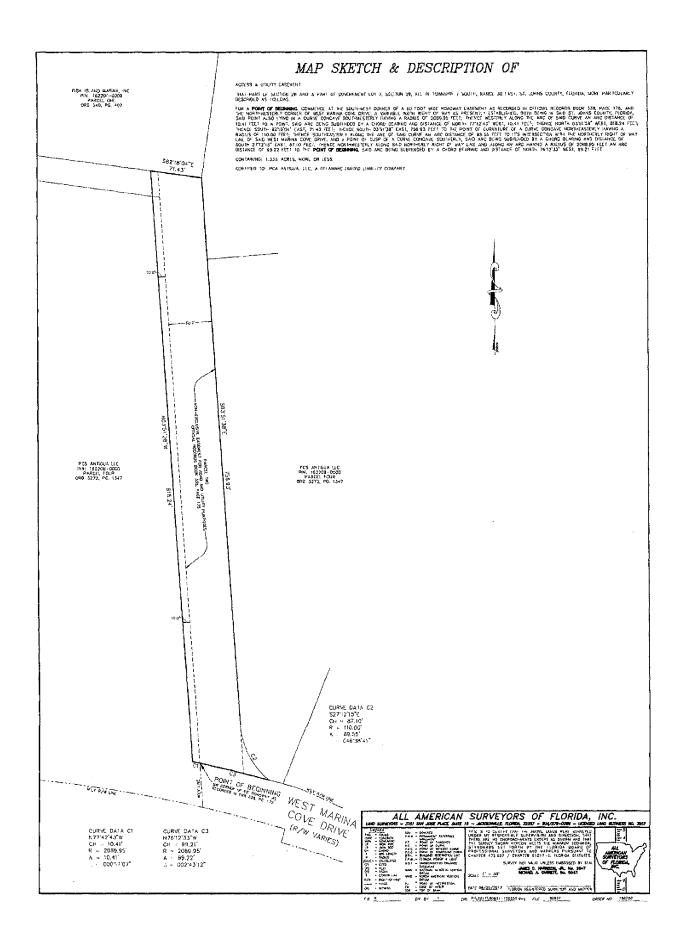


EXHIBIT "E"
Single-family Parcel Lift Station Area

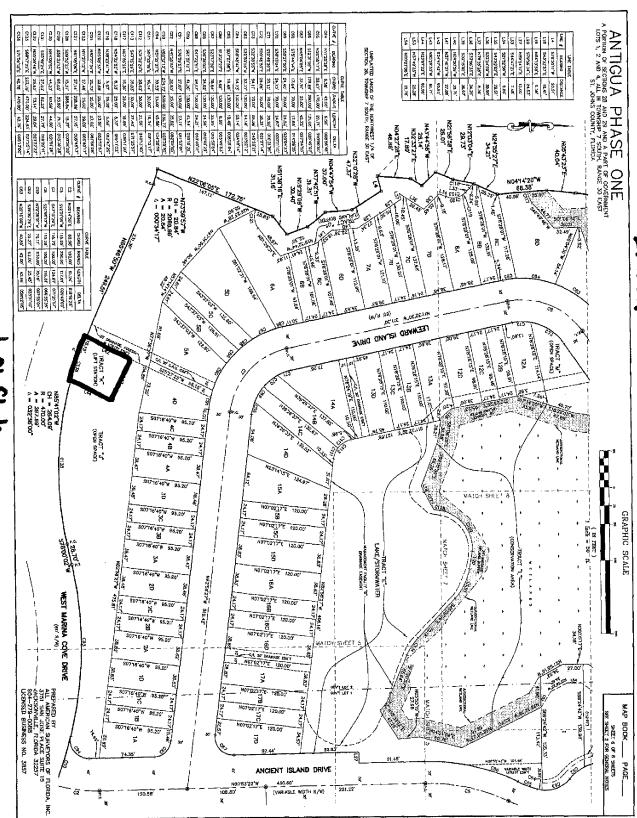


EXHIBIT "F" Shared Retention Pond and Related Facilities

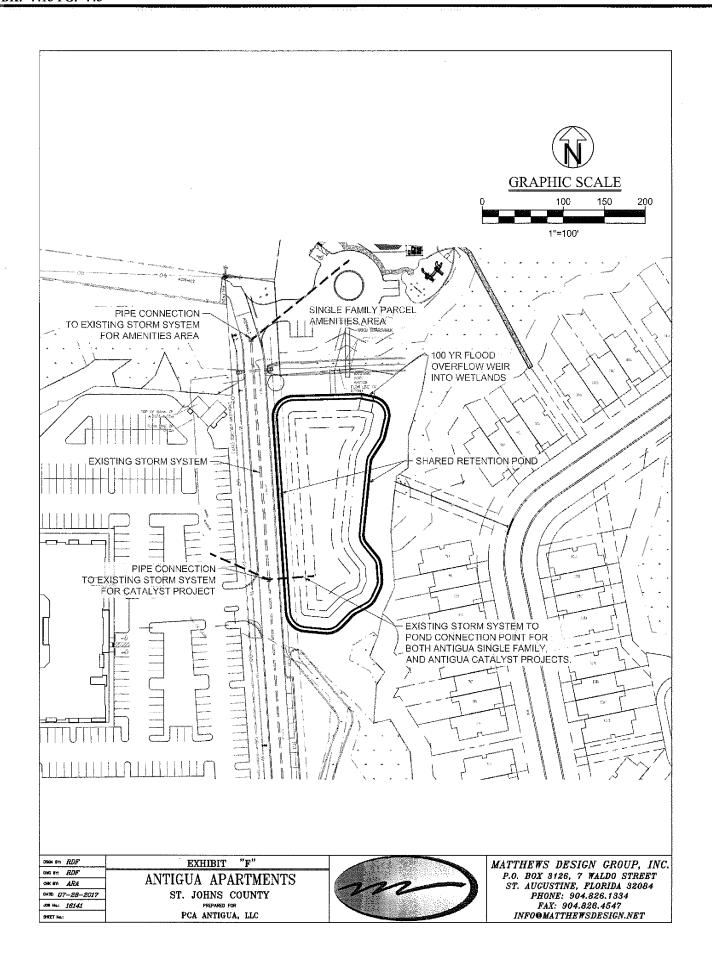


EXHIBIT "G" Water Management District Permits

SJRWMD Permit 56427-10 SJRWMD Permit 56427-11 SJRWMD Permit 56427-12 SJRWMD Permit 56427-13 SJRWMD Permit 56427-17

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